THE CITY COUNCIL OF WATERLOO, IOWA
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, February 16, 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, Deb Barry, Ward 3 Council Member.

Approval of Agenda as proposed or amended.

Approval of Minutes of the February 2, 2026, Regular Council Session as proposed or amended.

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 preliminary plans, specifications, form of contract, etc., setting the date of bid opening as March 5, 2026, and date of public hearing as March 16, 2026, in conjunction with the FY 2026 Broadway Street Reconstruction Project, Contract No. 1144, and instruct the City Clerk to publish notice.

3. Resolution approving preliminary plans, specifications, form of contract, etc., setting the date of bid opening as March 5, 2026, and date of public hearing as March 16, 2026, in conjunction with the FY 2026 Katoski Drive and Huntington Road Reconstruction, Contract No. 1123 and instruct the City Clerk to publish notice.

4. Resolution approving cancellation of a sidewalk assessment for property located at 517 W. 9th Street, in the amount of $459.57, and authorizing the City Clerk to notify Black Hawk County Treasurer of said cancellation.

5. Resolution setting date of public hearing as March 2, 2026, for the sale and conveyance of 718 W. 2nd Street to Iowa Heartland Habitat for Humanity in the amount of $1.00, and approval of a Development Agreement, in conjunction with the sale of the property located in the Church Row Neighborhood, including a grant of $7,500.00 for infill housing development for the construction of a new single-family home, and instruct the City Clerk to publish notice.

6. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as March 12, 2026 and date of public hearing as March 16, 2026, in conjunction with the Airfield Lighting Control System Upgrade/Replacement, FAA AIP Project No. 3-19-0094-061, and instruct the City Clerk to publish notice.

7. Resolution setting date of public hearing as March 2, 2026, to approve the request by the City of Waterloo to rezone approximately 1.25 acres from “M-1” Light Industrial District to “B-P” Business Park District located south of US Highway 218 and east of Black Hawk Creek, at the easterly dead end of Falls Avenue, and instruct the City Clerk to publish notice.

8. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as March 12, 2026 and date of public hearing as March 16, 2026, in conjunction with the Runway 18/36 Rehabilitation within the Runway 12/30 Safety Area, FAA AIP Grant No. 3-19-0094-059, and instruct the City Clerk to publish notice.

9. Resolution approving acceptance of improvements of Prairie Meadows First Addition, submitted by Snyder & Associates; and performed by Boomerang Corporation, and file two-year maintenance bond.

10. Resolution approving Change Order CR-2026-0040 in the amount of $232,440.00 to the Agreement with EN Communications, of Lisle, Illinois, for the Waterloo Fiber Project, and authorizing the Mayor to execute said document.

    Submitted by: Randy Bennett, Public Works Division Manager

11. Motion to approve the appointment of **Hunter Dally** from the current Civil Service List to the position of Solid Waste Technician in the Sanitation Department, effective February 17, 2026.

12. Motion to approve the appointment of **Walker Zey** from the current Civil Service List to the position of Park Maintenance II Crew Leader in the Leisures Services department, effective February 17, 2026.

13. Motion to approve the appointment of **Nicholas Schissel** from the current Civil Service List to the position of Golf Maintenance II in the Leisure Services department, effective February 17, 2026.

14. Motion to approve the appointment of **Scott Shannon** from the current Civil Service List to the position of Downtown Area Maintenance II in the Leisure Services department, effective February 23, 2026.

15. **Don Hoeppner,** Board/Commission: Community Development Board, Expiration Date: March 1, 2029, [New].

16. **Alexander Hottle,** Board/Commission: Historic Preservation Committee, Expiration Date: February 16, 2029, [New].

17. **Darlington Debah,** Board/Commission: Human Rights Commission, Expiration Date: February 16, 2029, [New].

18. **Tom Christensen,** Board/Commission: Leisure Services Commission, Expiration Date: March 1, 2029, [New].

19. **Tim Moses,** Board/Commission: Leisure Services Commission, Expiration Date: March 1, 2029, [Renewal].

20. **Allison Richter,** Board/Commission: Leisure Services Commission, Expiration Date: March 1, 2029, [Renewal].

21. **Lori Eberhard,** Board/Commission: Main Street Board, Expiration Date: December 31, 2027, [New].

22. **Michelle Simon,** Board/Commission: Main Street Board, Expiration Date: N/A, [New].

23. **Jennifer Nance,** Board/Commission: Main Street Board, Expiration Date: December 31, 2028, [New].

24. **Zach Hansen,** Board/Commission: Main Street Board, Expiration Date: December 31, 2027, [New].

25. **Phillip Shirk,** Board/Commission: Planning and Zoning Commission, Expiration Date: August 15, 2028, [Renewal].

26. **Theodore Batemon,** Board/Commission: Telecommunications, Expiration Date: January 1, 2032, [Renewal].

27. **Heidi Warrington,** Board/Commission: Waterloo Veterans Memorial Hall Commission,

Expiration Date: February 16, 2029, [New].

28. Communication from the Leisure Services Department on the notice of the conclusion of employment of Doug Drinovsky, Golf Maintenance II, effective January 15, 2026, with recommendation of approval of payout of $7,896.93 for unused benefits.

29. Motion to receive and file the Veterans Memorial Hall Commission minutes of January 28, 2026.

30. Motion to receive and file Airport Board minutes of December 17, 2025.

31. **Liquor Licenses**
Family Dollar, 2206 Kimball Avenue, Class B w/Sunday Sales (Ownership Updates) 07/31/2026.
Family Dollar, 1608 University Avenue, Class B w/Sunday Sales (Ownership Updates) 03/07/2026.
La Cava 126 E. Ridgeway Avenue, Class C w/Sunday Sales (Ownership Updates) 01/31/2026.
National Cigar Store/Sycamore Convenience, Class E w/Sunday Sales (Ownership Updates) 03/11/2026.
Prime Mart, 3535 Marigold Drive, Class E w/Sunday Sales (Renewal) 01/19/2027.
National Cattle Congress, Inc., 2501 Ansborough Avenue, Class C w/Sunday Sales (Ownership Update) 02/28/2026.
Neighborhood Mart, 2102 Lafayette Street, Class E, w/Sunday Sales (Renewal) 11/14/2026.

32. Bonds.

PUBLIC HEARINGS

1. Demolition and Site Clearance Services, Contract No. D-2026-02-08P.

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file, and instruct the City Clerk to read bids.
Resolution approving the award of bid to Lehman Trucking & Excavating Inc., of Waterloo, Iowa, in the amount of $93,069.00, approving the contract, bond, and certificate of insurance, in conjunction with Demolition and Site Clearance Services, Contract No. D-2026-02-08P, and authorizing the Mayor and City Clerk to execute said documents.

Submitted by: Noel Anderson, Community Planning and Development Director

2. 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.

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

recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider and pass for the first time an ordinance approving 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.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt said ordinance.

Submitted by: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

1. Resolution approving wages for years four and five of the 2023-2028 Collective Bargaining Agreement with the AFSCME Council 61, Local 1195, and authorizing the Mayor and Human Resources Director to execute said documents.

   Submitted by: Lance Dunn, Human Resources Director

2. Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in the amount of $26,800.00, in conjunction with the Replace/Upgrade ALCMS (Airfield Lighting Control and Monitoring System), FAA AIP Grant 3-19-0094-061, and authorizing the Mayor to execute said document.

   Submitted by: Steven Kjergaard, Director of Aviation

3. Resolution approving a Natural Gas Facilities Construction Reimbursement Agreement with MidAmerican Energy Company, of Des Moines, Iowa, in the estimated amount of $1,389,880.00, in conjunction with the gas main extension to service W.A.R.P. 5th Addition, and authorizing the Mayor to execute said document.

   Submitted by: Jamie Knutson, City Engineer

4. Resolution approving Addendum No. 4 to a Professional Services Agreement with Robinson Engineering Company of Independence, Iowa, originally executed April 5, 2021, in an amount not to exceed $10,000.00, in conjunction with the FY 2022 North Crossing Area Study, Contract No. 1050, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Jamie Knutson, City Engineer

5. Resolution approving an Connected Building Services Agreement with Trane Technologies, in the amount of $12,640.00, for a one-year onsite inspection and calibration of CO/NO2 sensors for the Public Works Facility, and authorizing the Mayor to execute said document.

   Submitted by: Randy Bennett, Public Works Division Manager

6. Resolution approving Amendment No. 1 to the Professional Services Agreement with Strand Associates of Madison, Wisconsin, originally executed on January 5, 2026, to replace Item No. 1 in its entirety and change Item No. 2, in conjunction with the Design, Bidding, and Construction related Services for the 2025 Wastewater Treatment Plant Raw Wastewater Pumping Building Rehabilitation Project, and authorizing the Mayor to execute said document.

   Submitted by: Randy Bennett, Public Works Division Manager

7. Resolution approving a Professional Services Agreement with AECOM of Waterloo, IA., in the amount of $484,800.00, in conjunction with the Waterloo Sanitary Sewer System Improvements Airline Highway Lift Station, Force Main, and Sanitary Sewer, and authorizing the Mayor to execute said document.

   Submitted by: Randy Bennett, Public Works Division Manager

8. Resolution establishing a Metropolitan Transit Authority "How to Ride" signage policy for the City of Waterloo.

   Submitted by: Noel Anderson, Community Planning and Development Director

9. Resolution approving an Amendment to Development Agreement and Minimum Assessment Agreement with Crossroads Realty, LLC dated January 5, 2026, to amend the legal description, and instruct the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

10. Resolution approving an Amendment to the Development Agreement with Dellatan Asset Acquistion, LLC, amending the timeline for completion of Phase I for the construction of two single-family dwellings located east of 919 Newell Street, and amending housing designs for Phase I and Phase II properties, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

11. Resolution approving a Permanent Utility Easement Agreement in the amount of $121.00, with PETCOR NA Corp., located east of 3244 Wagner Road, in conjunction with the Waterloo Air and Rail Park Utility Improvements Project, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

12. Resolution approving a Permanent Sanitary Easement Agreement in the amount of $15,990.00, with WTT Properties, LC, located at 3105 Airport Boulevard, in conjunction with the Waterloo Air and Rail Park Utility Improvements Project, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

13. Resolution approving a Permanent Drainage Easement Agreement with BMC Aggregates, located west of 3533 West Airline Highway, in conjunction with the Waterloo Air and Rail Park Utility Improvements Project, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

14. Resolution approving a Permanent Drainage and Storm Sater Easement Agreement in the amount of $5,432.00, with United Concrete, Inc., located at 3553 West Airline Highway in conjunction with the Waterloo Air and Rail Park Utility Improvements Project, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

ORDINANCES

1. **An ordinance 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 Leversee Road.**

   Motion to receive, file, consider and pass for the second 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 Leversee Road.
   Motion to suspend the rules.
   Motion to consider and pass for the third time and adopt the ordinance.

   Submitted by: Noel Anderson, Community Planning and Development Director

2. **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 third time and adopt 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.

   Submitted by: Greg Ahlhelm, Building Offical

3. **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 third time and adopt 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.

   Submitted by: Greg Ahlhelm, Building Offical

4. **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 third time and adopt 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.

   Submitted by: Greg Ahlhelm, Building Offical

PUBLIC COMMENTS

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

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

February 2, 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 Monday, February 2, 2026.

Pre-Meeting Items

Roll Call.

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

Prayer or Moment of Silence.

Pledge of Allegiance, Cub Scout Pack 3025.

Approval of Agenda as proposed or amended.

Simon/Creighton-Smith
that the agenda as proposed, be approved. Voice vote-Ayes: Six. Motion carried.

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

Simon/Creighton-Smith
that the minutes of the January 20, 2026, Regular Session, as proposed, be approved. Voice vote-Ayes: Six. Motion carried.

Swearing in of Waterloo Youth City Council.

CONSENT AGENDA

Simon/Creighton-Smith
that the following items on the consent agenda be received and placed on file, including the payment of bills for January 26, 2026, in the amount of $4,432,782.16, and February 2, 2026, in the amount of $598,296.91, 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. 2026-027.

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).

Resolution adopted and upon approval by Mayor assigned No. 2026-028.

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).

Resolution adopted and upon approval by Mayor assigned No. 2026-029.

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).

Resolution adopted and upon approval by Mayor assigned No. 2026-030.

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).

Resolution adopted and upon approval by Mayor assigned No. 2026-031.

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.

Resolution adopted and upon approval by Mayor assigned No. 2026-032.

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.

Resolution adopted and upon approval by Mayor assigned No. 2026-033.

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 ewer Lift Station Relief Well, Contract No. 1066, and receive and file a two-year maintenance bond.

Resolution adopted and upon approval by Mayor assigned No. 2026-034.

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.

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.

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.

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.

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.

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.

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.

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.

Motion to receive and file Leisure Services Commission Board minutes of October 14, 2025.

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.

Bonds.

PUBLIC HEARINGS

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 Leversee Road.

Schmitt/Simon
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Six. Motion carried.

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

Schmitt/Simon
to close public hearing and receive and file recommendation of approval of the Planning, Programming and Zoning Commission. Voice vote-Ayes: Six. Motion carried.

Schmitt/Simon
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 Leversee Road. Roll Call vote-Ayes: Six. Motion carried.

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

Mr. Schmitt requested an overview of the urgency to approve the second and third readings tonight.

Noel Anderson, Community Planning and Development Director, explained that current weather prevents any construction, but approving the second and third reading would allow them to move forward with their financing.

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.

Creighton-Smith/Bery
to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Six. Motion carried.

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

Creighton-Smith/Martin
to close the hearing. Voice vote-Ayes: Six. Motion carried.

Creighton-Smith/Martin
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. Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-035.

RESOLUTIONS

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.

Simon/Creighton-Smith
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-036.

Resolution approving the First Amendment to a Development and Minimimum 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.

Simon/Creighton-Smith
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-037.

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

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

Mr. Salamanca questioned when the development agreement would resume progress.

Noel Anderson explained it should begin this spring.

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

Simon/Creighton-Smith
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-038.

Resolution approving the dedication of a water main easement by the City of Waterloo on City owned property located west of 3105 Airport Boulevard.

Creighton-Smith/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-040.

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.

Creighton-Smith/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-041.

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.

Schmitt/Creighton-Smith
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-041.

Resolution approving a Professional Services Agreement with Miehe 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.

Schmitt/Creighton-Smith
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-042.

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

David Deeds, Airport Board Chair, clarified that the relocation of Hertz and Enterprise has not yet been secured. He explained the purpose of hiring Miehe is to use their commercial real estate expertise to make contact and start the process of soliciting the relocation of Hertz and Enterprise rental car operations at the airport. With the increase in passengers over the past eight months, it is important to have these additional car services available, particularly for inbound travelers coming into our community.

Mr. Simon questioned why this commercial relator was selected.

David Deeds explained that there are three options for commercial relators in the Cedar Valley and that there was experience of working with this firm in the past through Grow Cedar Valley.

Mr. Simon questioned the retainer and percentage of commission.

David Deeds explained that the $1,000 retainer is to facilitate the process of identifying and making contact with the appropriate individuals at the corporate level that make decisions for these firms. He further addressed the commission of 3%, sharing that it is typical in a commercial relationship and provided context for clarification.

Ms. Creighton-Smith questioned if the $1,000 a standard amount for a retainer compared to the other option for retainers.

David Deeds explained that this would be similar to hiring an attorney or another professional to provide a professional service.

Mr. Schmitt explained that the benefit to the citizens is that space would be rented, and business travelers would also benefit. He questioned if the other firms were given this same opportunity.

David Deeds commented that they were not and explained that Miehle is the firm that they have been having ongoing conversations with about bringing these services back to the airport.

Mayor Boesen questioned if the businesses would be available for all flight times.

David Deeds confirmed that is the intention.

Mr. Salamanca asked for an explanation of the future plans for the airport.

David Deeds provided an overview of the history and future plans for the airport.

ORDINANCES

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

Simon/Martin
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. Roll Call vote-Ayes: Six. Motion carried.

Simon/Martin
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.

Simon/Martin
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. Roll Call vote-Ayes: Six. Motion carried.

Mr. Martin reiterated what he said at the last meeting, that these are not city ordinances that we are putting in place. These are state and federal ordinances that we have to follow, and he does not understand why we are not moving forward with these.

Simon/Berry
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.

Creighton-Smith/Berry
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. Roll Call vote-Ayes: Six. Motion carried.

Mr. Martin asked that his comment on the last ordinance be repeated on the record.

Creighton-Smith/Berry
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 / Beverly Cosby, 315 Wendell Ct. / Cathy Schuler, Main Street Waterloo Board Member

ADJOURNMENT

Martin/Creighton-Smith
that the council adjourn at 6:26 p.m. Voice vote-Ayes: Six. Motion carried.

_____
Kelley Felchle
City Clerk

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting the date of bid opening as March 5, 2026, and date of public hearing as March 16, 2026, in conjunction with the FY 2026 Broadway Street Reconstruction Project, Contract No. 1144, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Reconstruction of Broadway Street from Donald Street to Parker Street.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Local Option Sales Tax

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting the date of bid opening as March 5, 2026, and date of public hearing as March 16, 2026, in conjunction with the FY 2026 Katoski Drive and Huntington Road Reconstruction, Contract No. 1123 and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This project will reconstruct Katoski Drive from Huntington Road to Greenhill Road and Huntington Road from the West City Limits to Katoski Drive. This project is being constructed in cooperation with the Waterloo School District to support the new combined high school. Foth Infrastructure & Environment, LLC is preparing the plans and specifications.

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
City Clerk Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Resolution approving cancellation of a sidewalk assessment for property located at 517 W. 9th Street, in the amount of $459.57, and authorizing the City Clerk to notify Black Hawk County Treasurer of said cancellation.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION
Full payment in the amount of $459.57 was received on time, but was inadvertently left off of the final balance sheet sent to the county to be certified.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. Receipt - 517 W 9th St

2/16 Council agenda

PAYMENT DATE
05/29/2025

COLLECTION STATION
COUNTER 2

RECEIVED FROM
GATSBY HOLDINGS LLC

DESCRIPTION
35-0017760 517 W 9TH ST

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

BATCH NO.
2025-11001103

RECEIPT NO.
2025-00011236

CASHIER
Ryan Stuber

PAYMENT CODE	RECEIPT DESCRIPTION	TRANSACTION AMOUNT
PL43	(311)SIDEWALK ASSESSMENT 3443 010-07-7650 3443 Sidewalk Repair Fee $459.57	$459.57

Payments:

Type	Detail	Amount
Check	1240	$459.57

Total Cash	**$0.00**
Total Check	**$459.57**
Total Charge	**$0.00**
Total Wire	**$0.00**
Total Other	**$0.00**
Total Remitted	**$459.57**
Change	**$0.00**
Total Received	**$459.57**

Total Amount: **$459.57**

Customer Copy

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	February 16, 2026

AGENDA ITEM TITLE

Resolution setting date of public hearing as March 2, 2026, for the sale and conveyance of 718 W. 2nd Street to Iowa Heartland Habitat for Humanity in the amount of $1.00, and approval of a Development Agreement, in conjunction with the sale of the property located in the Church Row Neighborhood, including a grant of $7,500.00 for infill housing development for the construction of a new single-family home, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City acquired the property through the 657-A process. The single family home will be demolished by the City and Habitat will receive a $7,500.00 infill housing grant for the construction of a new single family home on the vacant lot.

NEIGHBORHOOD IMPACT

New home construction and demolishing of a dilapidated home would have a positive impact on the neighborhood.

DATA, ANALYSIS, AND STRATEGIES

Infill Development

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

Sale of the City owned property would be considered by Council through the public hearing process which requires public notice of the hearing.

SOURCE OF EXPENDITURES

Nuissance Bonds

ALTERNATIVE ACTION

LEGAL DESCRIPTION

The Northeasterly One Half of Lot 4 in Block 11 in Leavitts Addition to Waterloo, Iowa

ATTACHMENTS

1. Habitat DA for 718 W 2nd St
2. 718 W 2nd St Aerial

Preparer: Austin J. McMahon, Lange & McMahon, PLC, 222 1st St. E. Independence, IA (319) 334-4488
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 _____, 2026 by and between Iowa Heartland Habitat for Humanity ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A. City owns real property located at 718 W 2nd Street, Waterloo, Iowa (the "Property"), which is legally described as set forth on Exhibit "A" attached hereto. Company desires to undertake a project to build one single family dwelling on the property.

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) is being 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 in its "AS IS" condition to Company for the sum of $1.00 (the "Purchase Price"). Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) current and future real estate real property taxes and assessments subject to the agreements made herein; (c) general utility and right-of-way easements serving the Property; and (d) restrictions imposed by the City zoning ordinances and other applicable law. Company may, at its own expense, obtain whatever form of title

evidence it desires. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement without further obligation. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review.

2. **Improvements by Company.** Company acknowledges that it has had a reasonable opportunity to inspect each of the Properties and to conduct other due diligence related to the Project. Company agrees to accept each of the Properties in its "AS IS" condition, without any warranty from City, expressed or implied, as to the condition of each Property, its marketability, or its fitness for any particular purpose. At its own expense, Company shall construct a single-family dwelling as further described and depicted in Exhibit "B" attached hereto. The Improvements shall be completed to a finished state, including installation of sidewalks, driveways and garages, 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. Company shall submit 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. 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.

3. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company'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 convey the Properties to Company and 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), Company must obtain a building permit and Substantially Complete construction of the Improvements within three (3) years from the date that the Properties are conveyed to Company (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. Any additional or longer time extensions will require consent of the City Council.

B. Events triggering termination and/or reverter of title. If Company does not begin or Substantially Complete construction of the Improvements at a Project Site on the schedule stated above, subject to Unavoidable Delays, then City may terminate this Agreement as set forth in Section 13, and City shall then have no further obligation to Company 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 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. If City terminates this Agreement as provided in Section 13, City shall have no further obligations to Company under this Agreement, including but not limited to any legal or equitable obligation to reimburse Company for any costs expended by Company with respect to the Project or to compensate Company for any value added to the Property by any Improvements. In connection with termination of the Agreement as set forth herein, City may demand reconveyance of the Property or portions thereof for which Improvements have not been Substantially Completed, in addition to exercising any other available remedies.

4. **Reverter of Title; Indemnity.** In the event of any reverter of title pursuant to Section 3, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. In connection with any reverter of title, Company shall not be entitled to a refund of the Purchase Price. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days after written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed or other documents required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, cost, expense, liability or injury made, suffered, or incurred as a result of or in connection with the Project, or Company's failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including

but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

5. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services from street right of way to any location on a Property and for payment of any associated connection fees.

6. **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 Company a grant of $7,500.00 within thirty (30) days after Company has Substantially Completed the Improvements on the Property and has obtained final inspection on all permits obtained for the Improvements on the Property.

7. **No Encumbrances; Limited Exception.** Until the Improvements are Substantially Completed, Company agrees that it shall not create, incur, or suffer to exist any Liens on any of the Properties, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements *and* of which Company notifies City *before* Company executes any such mortgage. Company may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Improvements upon the Property. Any other mortgage shall be void.

8. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer, in whole or in part, its interest in the Property prior to completion of the Project thereon, 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.

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

A. Until the Improvements have been 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.

B. 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 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 Company.

C. 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 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.

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

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

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

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

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

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

Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to the Property; or

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.

13. **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.

14. **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 Properties arising after Company's acquisition of 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 on or about the Properties 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 condition of the Properties and the construction, installation, ownership, and operation of the Improvements, or (3) otherwise as a result of or in connection with the Project or Company'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.

15. **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.

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

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

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

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, Attention: Mayor, with copies to the Community Planning and Development Director.

(b) if to Company, at 803 W. 5th Street, Waterloo, Iowa 50702, Attention: Executive Director.

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.

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

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

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

thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

22. **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.

23. **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.

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

25. **Counterparts.** This Agreement may be executed in 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.

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

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

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

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

IOWA HEARTLAND HABITAT FOR HUMANITY

By: _____
Ali Parrish, Executive Director

EXHIBIT “A”

Description of Property

The Northeasterly One-half of Lot 4 in Block 11 in Leavitt’s Addition to Waterloo, Iowa.

Exhibit “B”

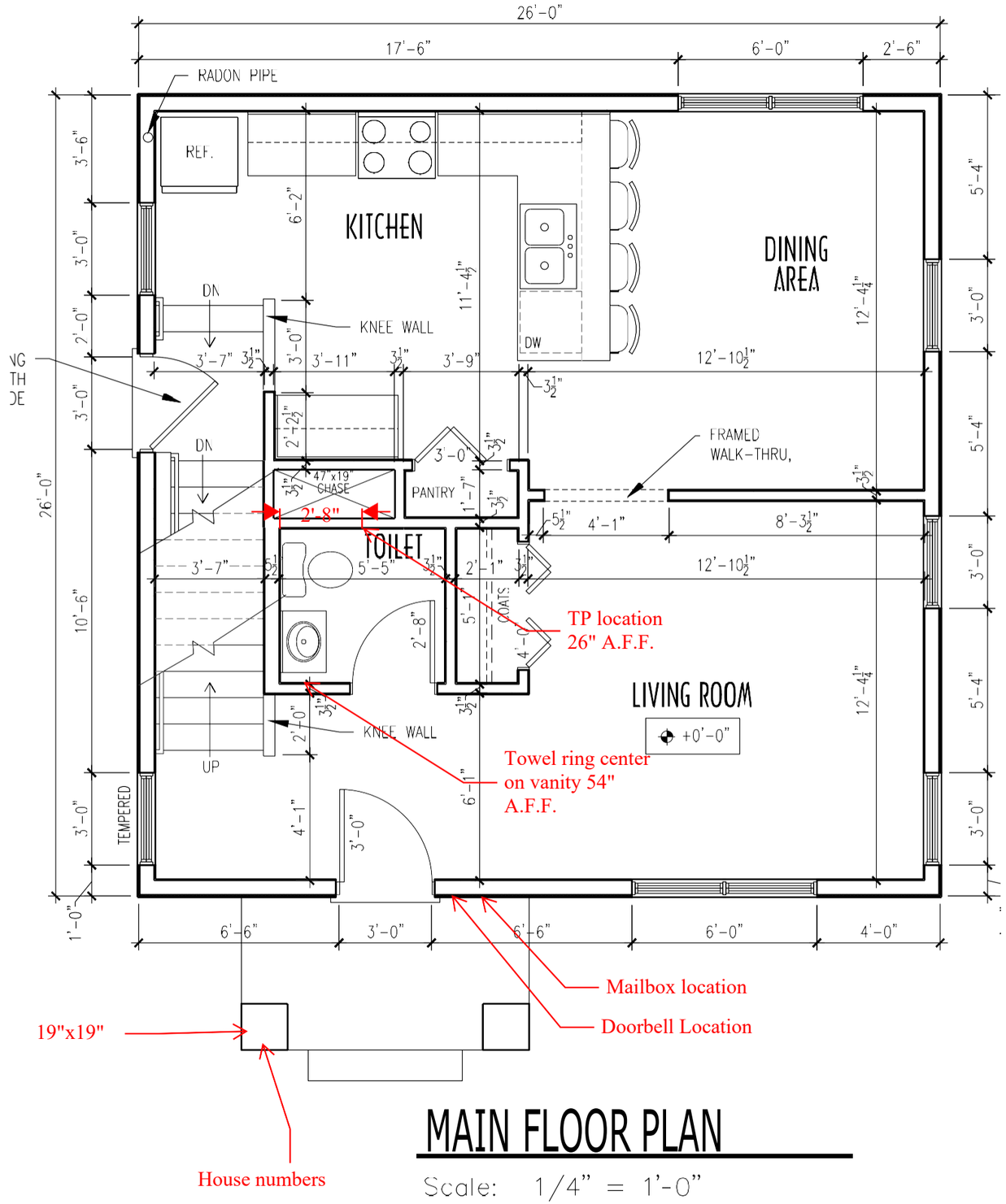
4 Square Build

676 square feet
5 bedroom

LEVI ARCHITECTURE

Iowa Heartland Habitat for Humanity®

803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org



MAIN FLOOR PLAN

Scale: 1/4" = 1'-0"

LEVI ARCHITECTURE

P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

© Copyright 2020
Drawings & specifications, ideas, designs, & arrangements represented are & shall remain the property of the architect & no part shall be copied or disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Visual contact with these drawings & specifications shall constitute conclusive evidence of acceptance of these restrictions.

Iowa Heartland Habitat for Humanity®
803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org

4-Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Main Floor Plan

A2.0

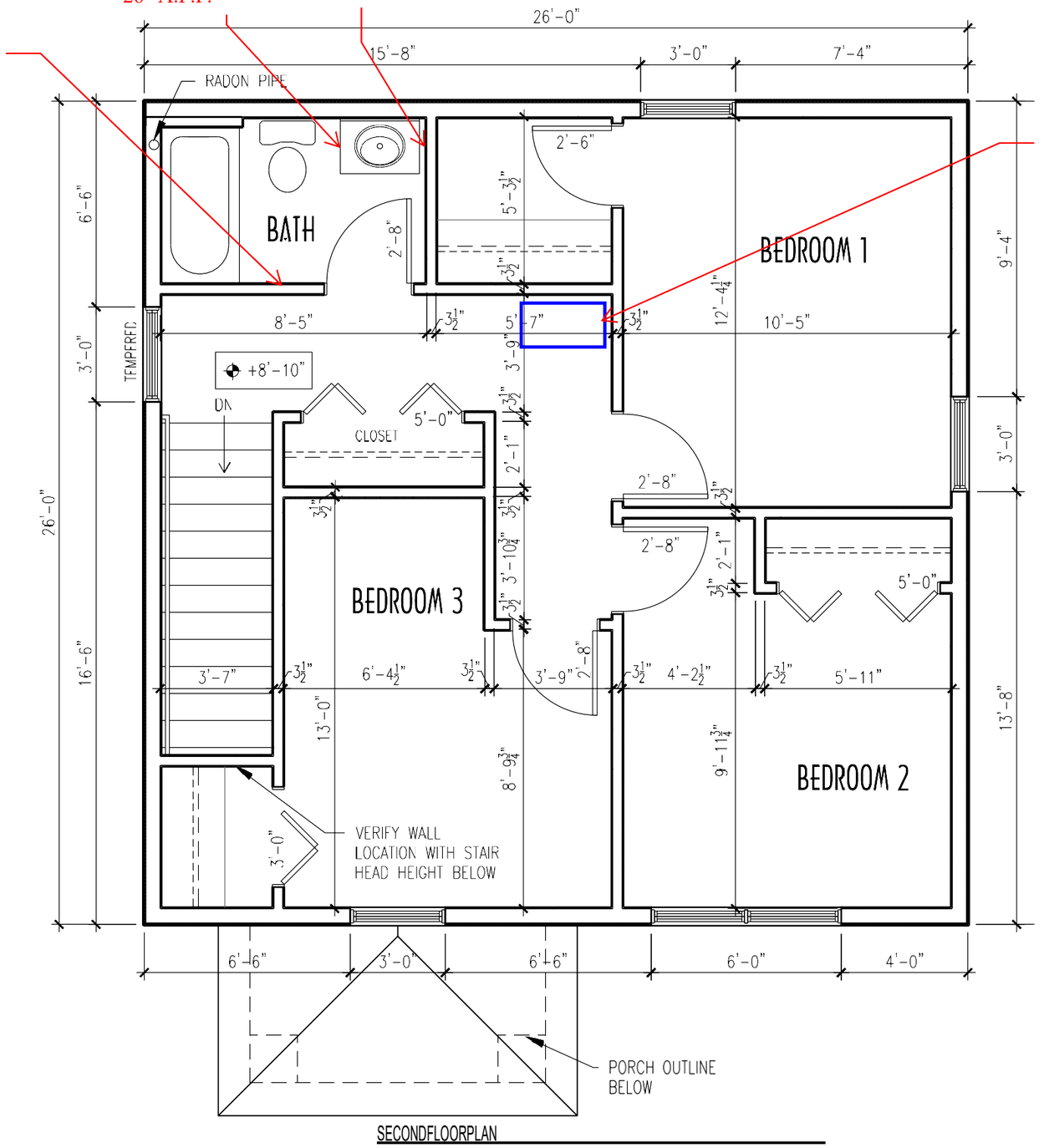
Date:
February 2020

Towel bar
54" A.F.F.
center between tub and door

TP location
26" A.F.F.

Towel ring center
on vanity 54"
A.F.F.

Attic access
Framed to
22.5x37x17" tall
*verify head height



SECONDFLOORPLAN

Scale: 1/4" = 1'-0"

LEVI ARCHITECTURE
P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

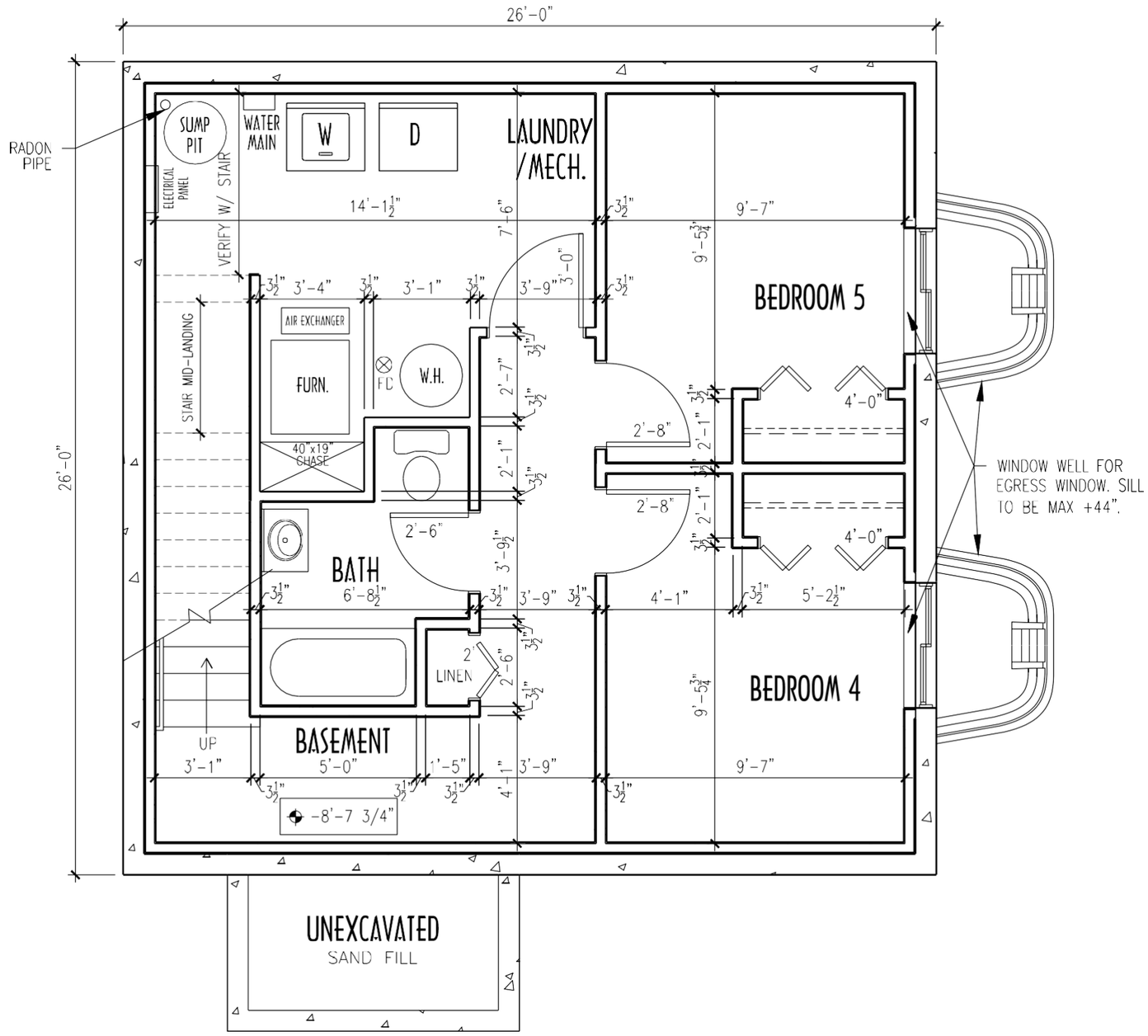
© Copyright 2020
Drawings & specifications, ideas, designs, & arrangements represented are & shall remain the property of the architect & no part shall be copied or disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Visual contact with these drawings & specifications shall constitute conclusive evidence of acceptance of these restrictions.

Iowa Heartland Habitat for Humanity®
803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org

4-Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Second Floor Plan

A2.1

Date:
February 2020



BASEMENT PLAN

Scale: 1/4" = 1'-0"

LEVI ARCHITECTURE
P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

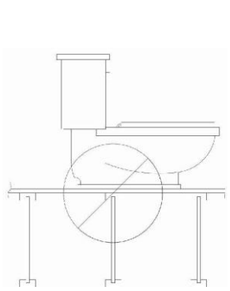
© Copyright 2020
Drawings & specifications, ideas, designs, & arrangements represented are & shall remain the property of the architect & no part shall be copied or disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Visual contact with these drawings & specifications shall constitute conclusive evidence of acceptance of these restrictions.

Iowa Heartland Habitat for Humanity®
803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org

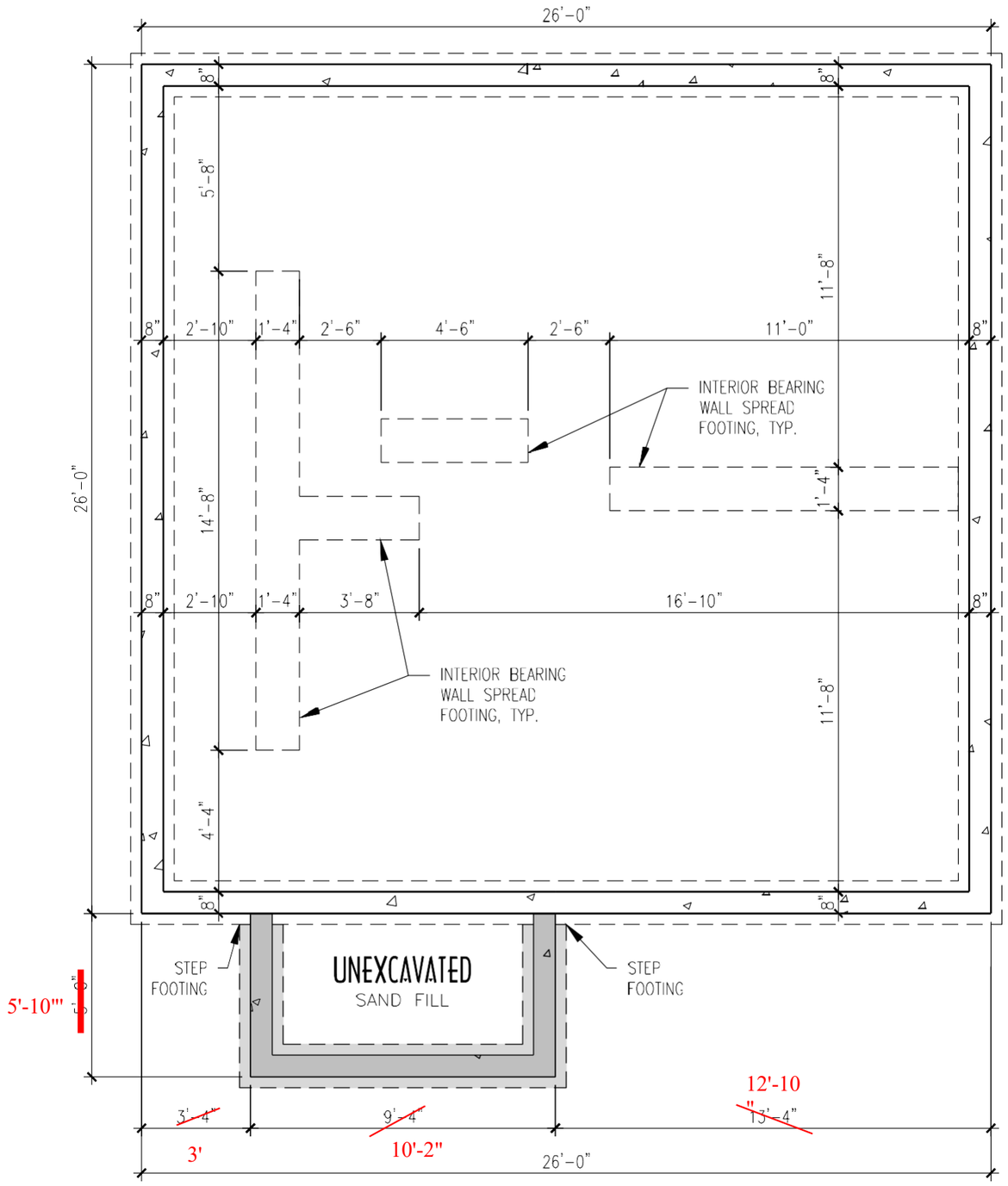
4-Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Basement Floor Plan

A2.2

Date:
February 2020



NOTE: THIS PLAN HAS NOT BEEN CHECKED FOR HEATING/PLUMBING INTERFERENCES. PLEASE CONSULT WITH FLOOR JOIST MANUFACTURER IF ADJUSTMENT IS REQUIRED.



FOUNDATIONPLAN

Scale: 1/4" = 1'-0"

LEVI ARCHITECTURE

P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

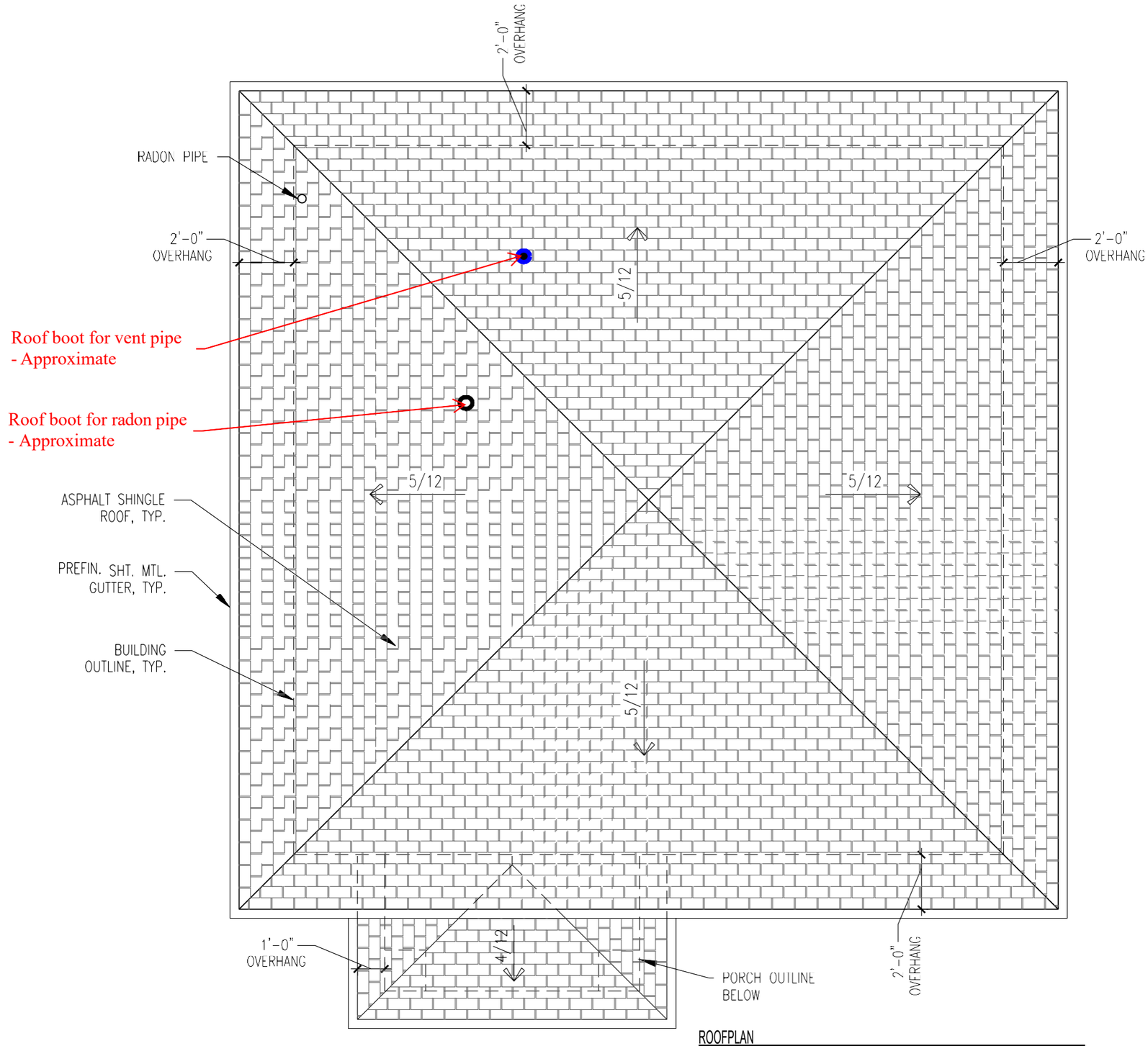
© Copyright 2020
Drawings & specifications, ideas, designs, & arrangements represented are & shall remain the property of the architect & no part shall be copied or disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Visual contact with these drawings & specifications shall constitute conclusive evidence of acceptance of these restrictions.

Iowa Heartland Habitat for Humanity®
803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org

4-Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Foundation Plan

A2.3

Date:
February 2020



ROOFPLAN

Scale: 1/4" = 1'-0"

LEVI ARCHITECTURE
P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

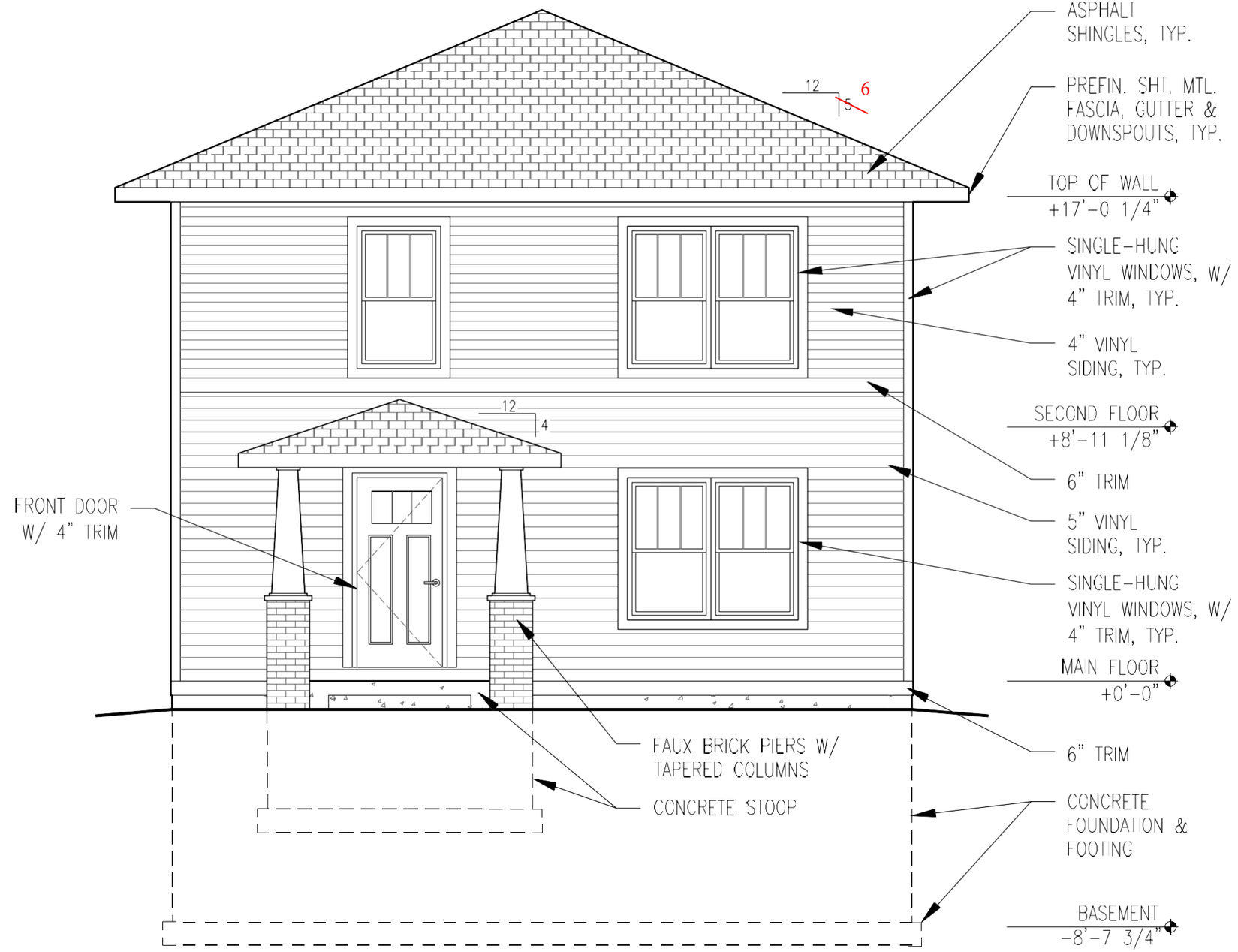
© Copyright 2020
Drawings & specifications, ideas, designs, & arrangements represented are & shall remain the property of the architect & no part shall be copied or disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Visual contact with these drawings & specifications shall constitute conclusive evidence of acceptance of these restrictions.

Iowa Heartland Habitat for Humanity®
803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org

4-Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Roof Plan

A2.4

Date:
February 2020



FRONT ELEVATION

Scale: 1/4" = 1'-0"

LEVI ARCHITECTURE
P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

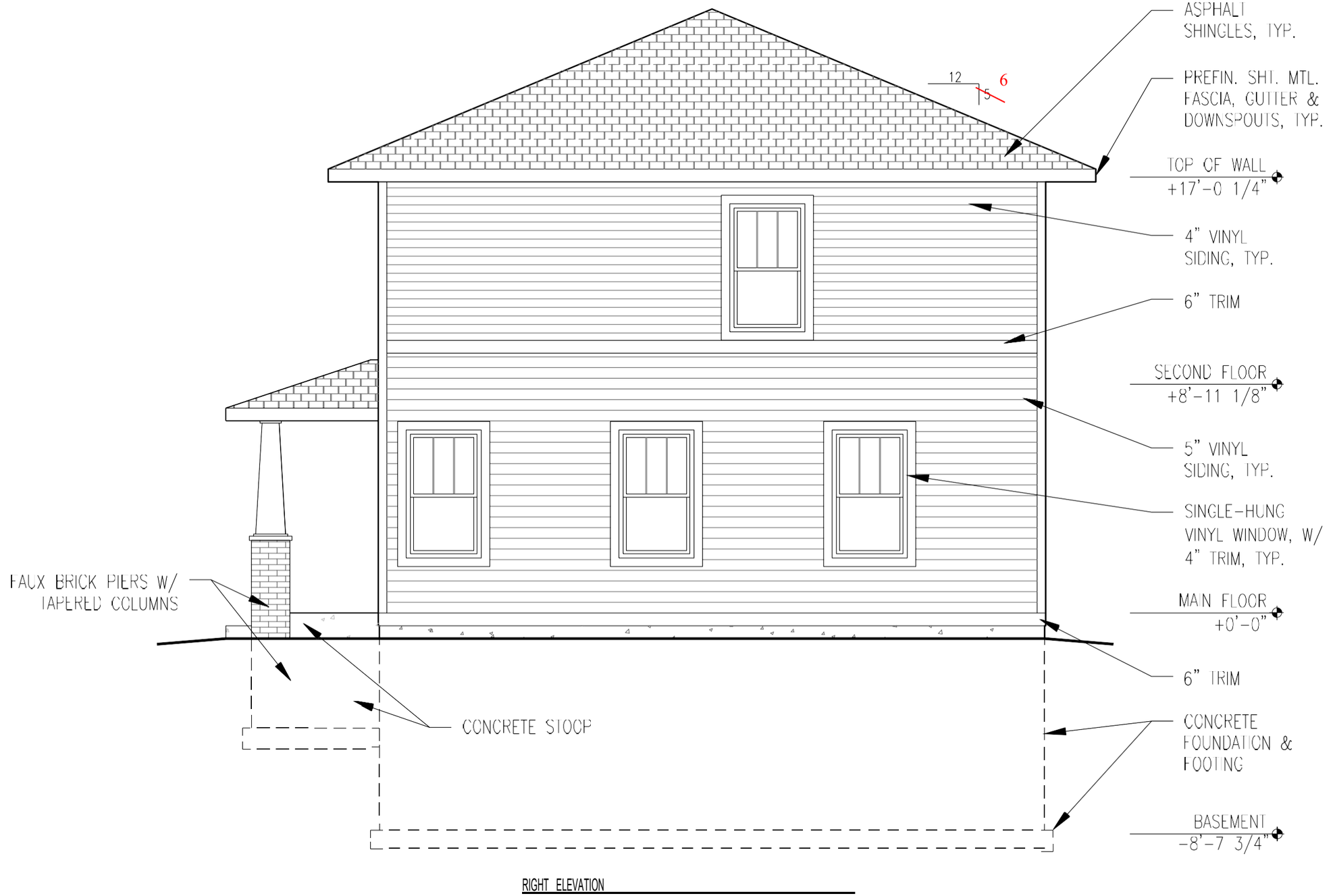
© Copyright 2020
Drawings & specifications, ideas, designs, & arrangements represented are & shall remain the property of the architect & no part shall be copied or disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Visual contact with these drawings & specifications shall constitute conclusive evidence of acceptance of these restrictions.

Iowa Heartland Habitat for Humanity®
803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org

4 Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Front Elevation

A3.0

Date:
February 2020



RIGHT ELEVATION

Scale: 1/4" = 1'-0"

LEVI ARCHITECTURE
P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

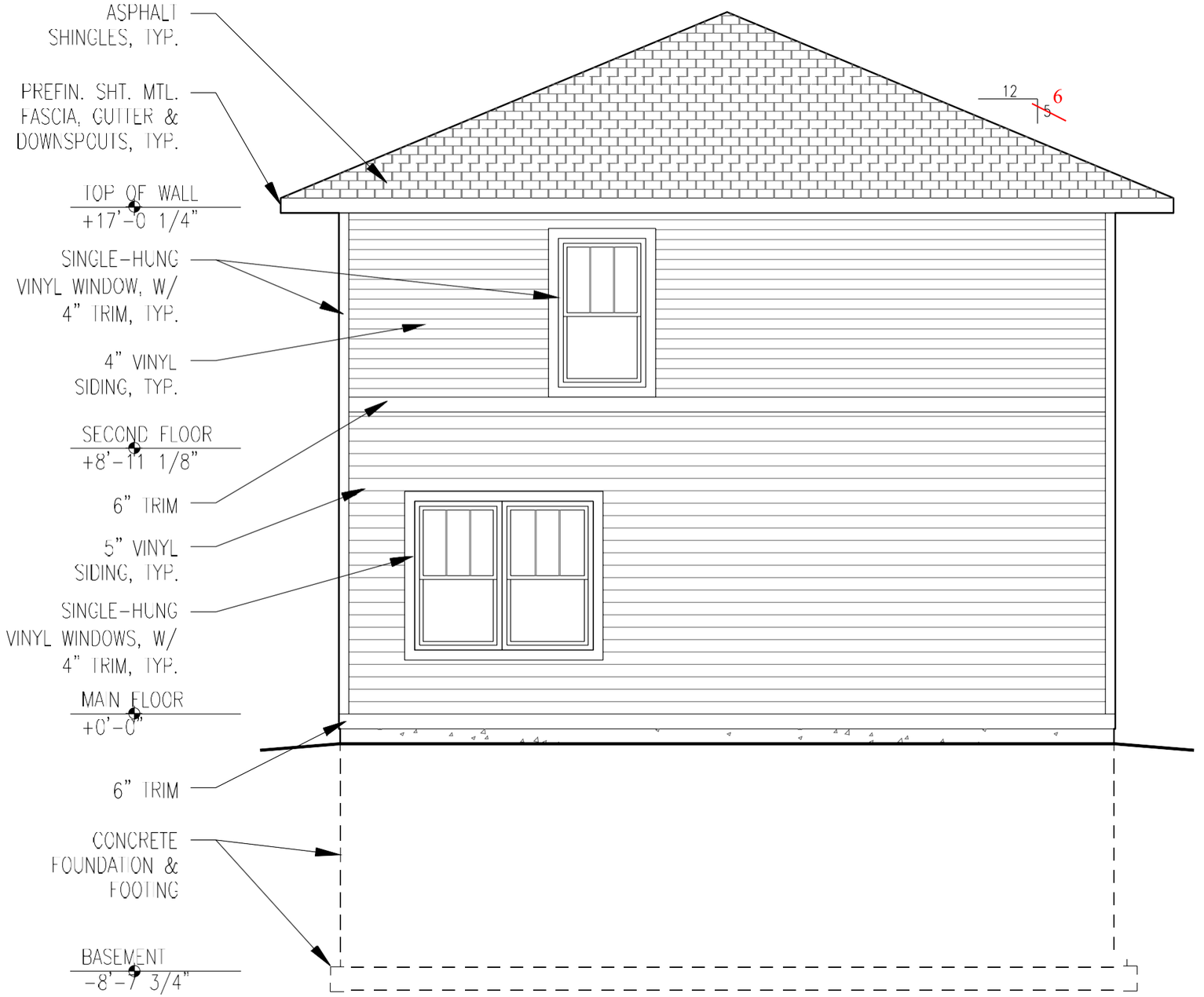
© Copyright 2020
Drawings & specifications, ideas, designs, & arrangements represented are & shall remain the property of the architect & no part shall be copied or disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Visual contact with these drawings & specifications shall constitute conclusive evidence of acceptance of these restrictions.

Iowa Heartland Habitat for Humanity®
803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org

4 Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Right Elevation

A3.1

Date:
February 2020



REAR ELEVATION

Scale: 1/4" = 1'-0"

LEVI ARCHITECTURE
P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

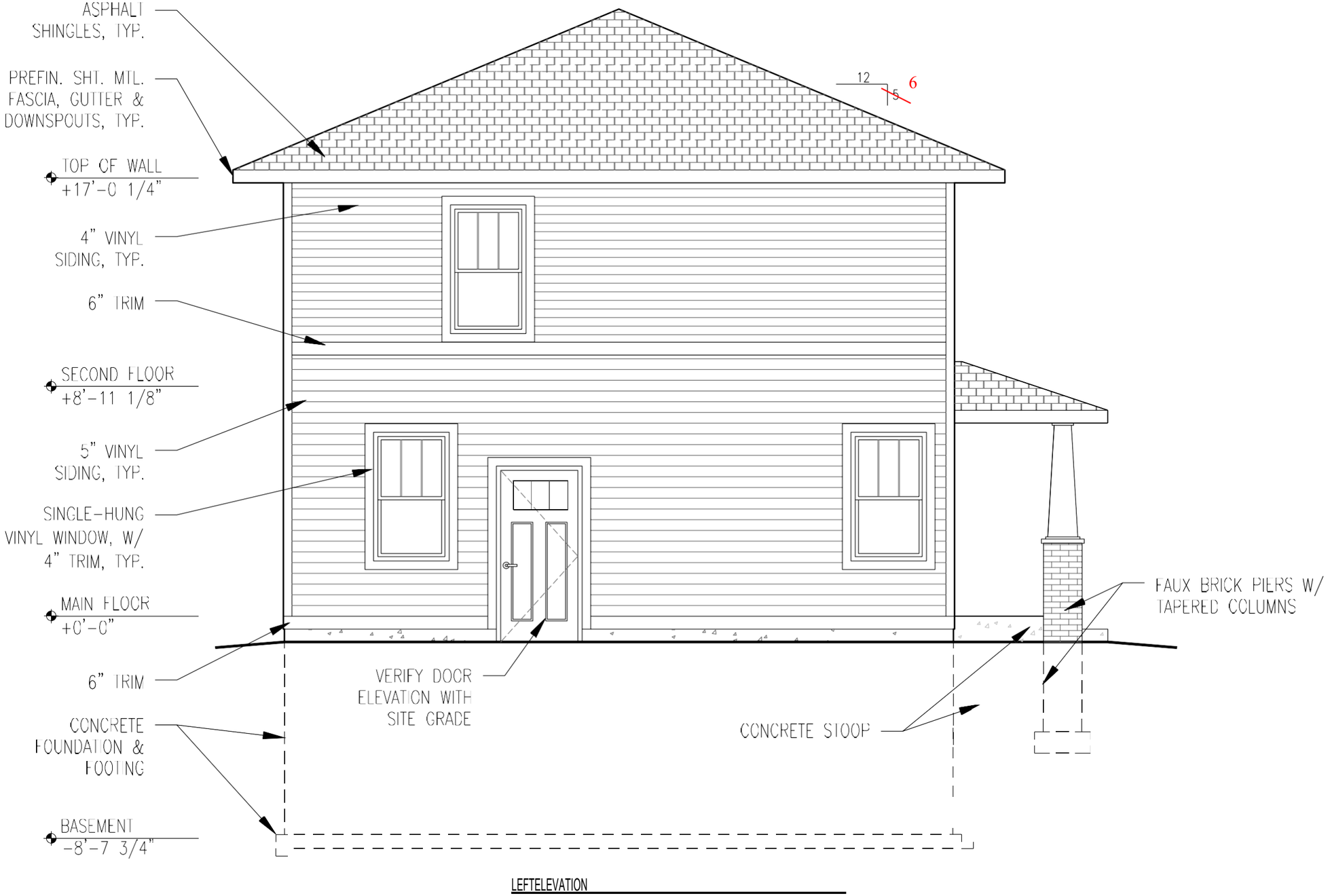
© Copyright 2020
Drawings & specifications, ideas, designs, & arrangements represented are & shall remain the property of the architect & no part shall be copied or disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Visual contact with these drawings & specifications shall constitute conclusive evidence of acceptance of these restrictions.

Iowa Heartland Habitat for Humanity®
803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org

4 Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Rear Elevation

A3.2

Date:
February 2020



LEFTELEVATION

Scale: 1/4" = 1'-0"

LEVI ARCHITECTURE
P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

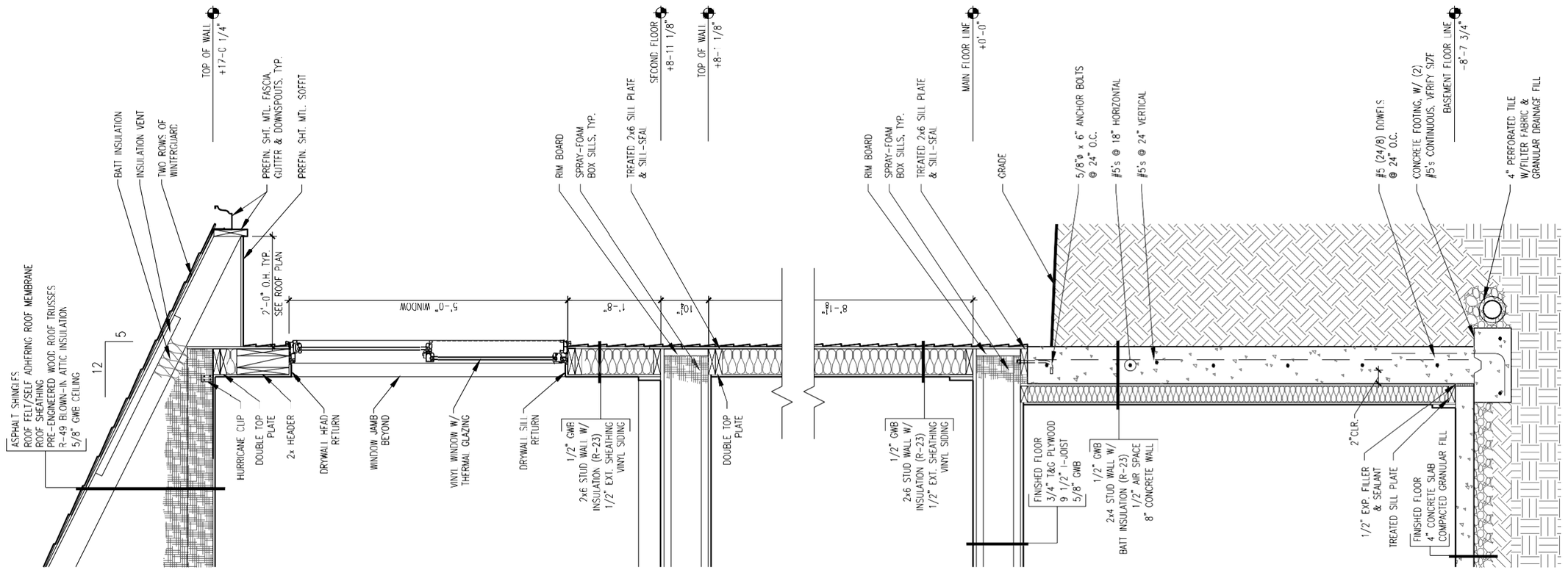
© Copyright 2020
Drawings & specifications, ideas, designs, & arrangements represented are & shall remain the property of the architect & no part shall be copied or disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Visual contact with these drawings & specifications shall constitute conclusive evidence of acceptance of these restrictions.

Iowa Heartland Habitat for Humanity®
803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org

4 Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Left Elevation

A3.3

Date:
February 2020



WALL SECTION

Scale: 1/2" = 1'-0"

LEVI ARCHITECTURE
P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

© Copyright 2020
Drawings & specifications, ideas, designs, & arrangements represented are & shall remain the property of the architect & no part shall be copied or disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Visual contact with these drawings & specifications shall constitute conclusive evidence of acceptance of these restrictions.

Iowa Heartland Habitat for Humanity®
803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org

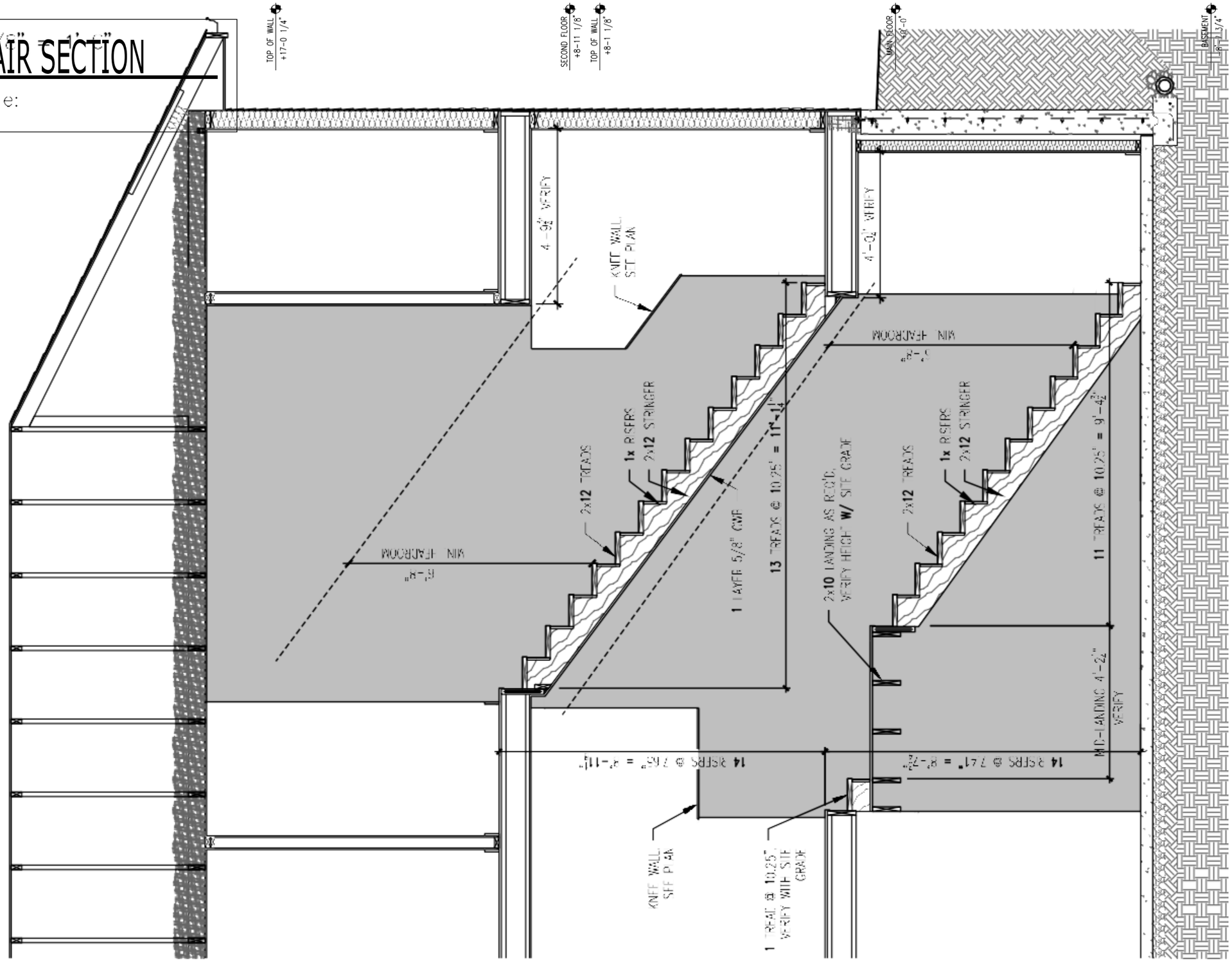
4 Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Wall Section

A5.0

Date:
February 2020

STAIR SECTION

Scale:



LEVI ARCHITECTURE

P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com

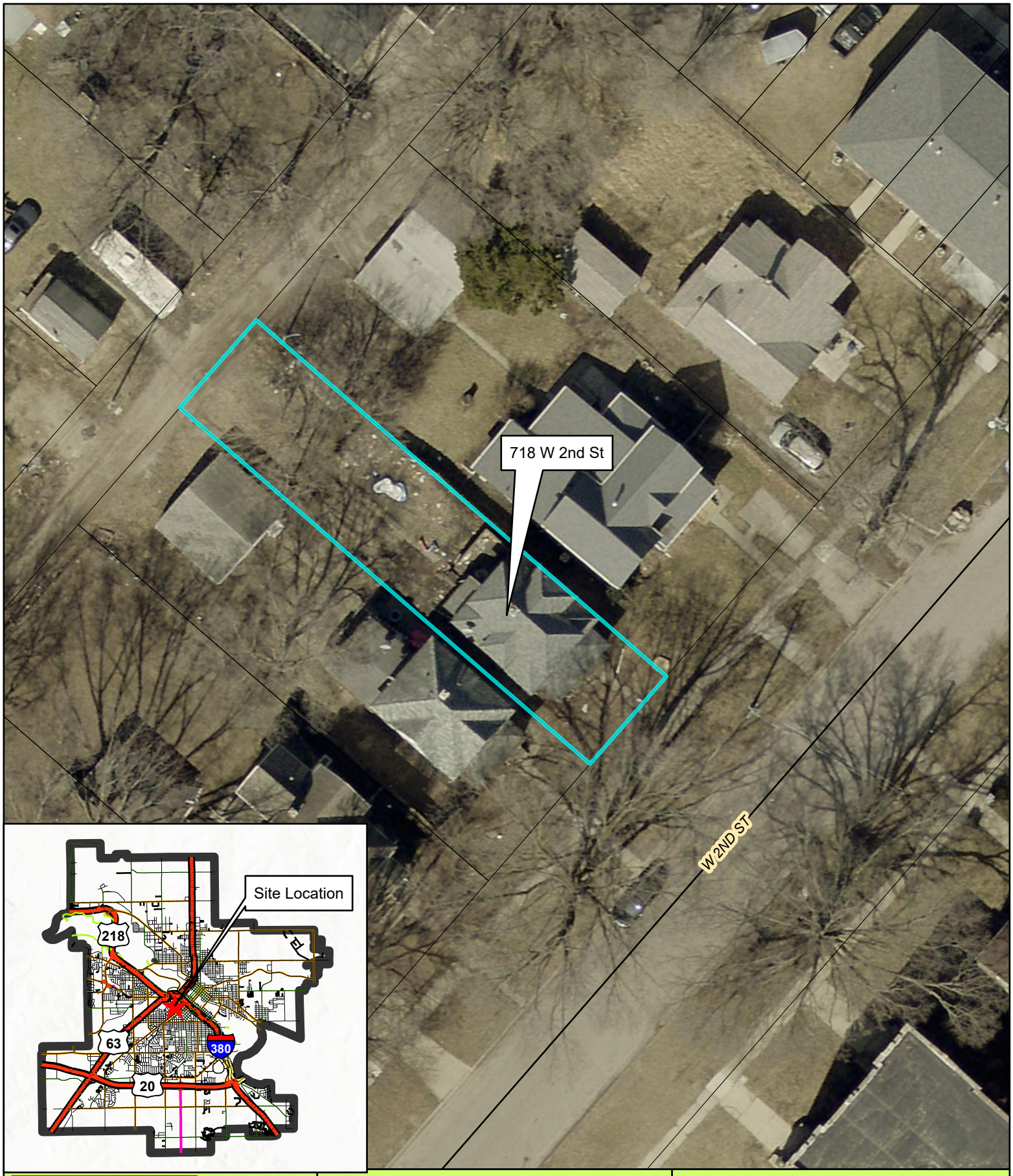
© Copyright 2020
Drawings & specifications, ideas, designs, & arrangements represented are & shall remain the property of the architect & no part shall be copied or disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared without the written consent of the architect. Visual contact with these drawings & specifications shall constitute conclusive evidence of acceptance of these restrictions.

Iowa Heartland Habitat for Humanity®
803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org

4 Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Stair Section

A5.1

Date:
February 2020



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 20 40 60 Feet

718 W 2nd Street
Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Steven Kjergaard, Director of Aviation
Airport Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as March 12, 2026 and date of public hearing as March 16, 2026, in conjunction with the Airfield Lighting Control System Upgrade/Replacement, FAA AIP Project No. 3-19-0094-061, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Final bid plans and specifications will be submitted to the Airport on 13 February and will be added for Council review at that time.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

FAA AIP Grant No. 3-19-0094-061: 90%
Match/PFC Revenue: 10%

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 03 NTB - ALCMS Upgrade -AIP 61 ALO
2. 04 NPH - ALCMS Upgrade - AIP 61 ALO

NOTICE TO BIDDERS
For the Taking of Construction Bids for the

Airfield Lighting Control System Upgrade / Replacement
FAA #3-19-0094-061-2026

AT THE WATERLOO REGIONAL AIRPORT
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 **12th** day of **March, 2026,** until **1:00 p.m.** for the Airfield Lighting Control System Upgrade / Replacement**,** as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the Harold E. Getty Council Chambers at City Hall, in the City of Waterloo, Iowa, on the **12th** day of **March 2026**, at **1:00 p.m**., and the proposals will be acted upon at such later time and place as may then be fixed. The bid opening will be livestreamed on YouTube and made available on the City website.

PRE-BID MEETING

A pre-bid meeting for this project will be held on **March 5, 2026,** at 10:00 a.m. in the Airport Conference Room on the 2nd Floor at the Waterloo Regional Airport.

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 **March 16, 2026**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

SCOPE OF WORK

The project for the improvements at the Waterloo Regional Airport, Waterloo, Iowa, consists of:

- Upgrade or replacement of the existing airfield lighting control system
- Computer based control system in airfield lighting vault and air traffic control tower
- Touch screen control system in air traffic control tower
- Remote monitoring systems in airport operations in airport terminal building and ARFF station

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall be commenced within ten (10) working days after receipt of "Notice to Proceed" and shall be completed according to the terms of the entire contract within **one hundred eighty (180) calendar days** from the date established in the Notice to Proceed.

METHOD OF PAYMENT TO CONTRACTOR

The Contractor will be paid against bi-monthly estimates in cash on the basis of ninety-seven percent (97%) of the work as it is completed, and materials delivered and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Council. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required unless the City is satisfied that material, men and laborers have been paid.

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

PLANS AND SPECIFICATIONS

Complete digital Plans and Specifications are available at **www.questcdn.com**. You may download the digital documents free of charge from Questcdn by inputting Questcdn Project **#10050729** on the website's Project Search page. Please contact Questcdn.com at 952-233-1632 or 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 $30.00 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 14th consecutive day after the project has been awarded. No deposits will be refunded for any requests or plans received after the 14th 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 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 **ninety (90) 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 improvements.

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 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.

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 zero percent (0%) for MBE participation on all City funded construction projects that are estimated at $50,000.00 or more. A goal of at least zero percent (0%) 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 overall contract period of 180 calendar days, plus authorized extensions, the contractor shall pay to the City Liquidated Damages in the amount of five hundred dollars ($500.00) per calendar day, for each calendar day, as further described herein, in excess of the authorized time.

Calendar days beyond the specified overall contract period of 180 calendar days for which Liquidated Damages will be charged will be calendar days that the contractor does or could have worked. Partial working days will be considered as a full working day. Calendar days chargeable for Liquidated Damages will include rain days, weekends, and legal holidays.

Calendar 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 calendar 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 and City Officials.

RESIDENT BIDDER/NON-RESIDENT BIDDER

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 a Resident Bidder Certification or a Non-Resident Bidder Certification in the form(s) herein provided.

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.

SITE INSPECTION

Bidders are expected to visit the locality of the work and to make their own estimate of the facilities needed and the difficulties attending the execution of the proposed Contract, including local conditions.

TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept, unopened. 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. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

All proposals must be received at the address indicated herein above prior to the time and date specified for receipt of bids. Bids received after the specified time and date will be returned unopened. The City of Waterloo shall not be held responsible or accountable for delays in the delivery of any proposal by the U.S. Postal Service or other courier service.

WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic request received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ERRORS IN BID

Bidders or their authorized agents are expected to examine the Maps, Drawings, Specifications, Circulars, Schedule and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,2 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

DAVIS-BACON ACT, AS AMENDED – 29 CFR PART 5

The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

If the wage determination of the Department of Labor incorporated in the advertised specifications does not include rates for classifications deemed appropriate by the bidder, the bidder is responsible for ascertaining the rates payable for such use in accomplishing the work. No inference concerning practice is to be drawn from their omission. Further, the omission does not, per se, establish any liability to the Government for increased labor costs resulting from the use of such classifications.

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – 49 CFR PART 29

The bidder certifies, by submission of a proposal or acceptance of a contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Individuals or companies listed in the General Services Administration's "Excluded Parties Listing System" will not be considered for award of contract.

DISADVANTAGED BUSINESS ENTERPRISE – 49 CFR PART 26

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the city of Waterloo, Iowa to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

2) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION REGARDING LOBBYING

Consultants and contractors that apply or bid for an award of $100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

MARKING AND MAILING BIDS

Envelopes containing bids must be sealed and addressed to the City Clerk, 715 Mulberry Street, Waterloo, IA 50703; and marked in the upper left-hand corner as follows:

Bid of (Name and Address of Contractor) for the Airfield Lighting Control System Upgrade / Replacement, FAA Project No. 3-19-0094-061-2026

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

Airfield Lighting Control System Upgrade / Replacement
FAA #3-19-0094-061-2026

AT THE WATERLOO REGIONAL AIRPORT
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 **12h** day of **March, 2026**, until **1:00 p.m**. for the Airfield Lighting Control System Upgrade / Replacement, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the Harold E. Getty Council Chambers at City Hall, in the City of Waterloo, Iowa, on the **12th** day of **March 2026**, at **1:00 p.m**., and the proposals will be acted upon at such later time and place as may then be fixed. The bid opening will be livestreamed on YouTube and made available on the City website.

PRE-BID MEETING

A pre-bid meeting for this project will be held on **March 5, 2026**, at 10:00 a.m. in the Airport Conference Room on the 2nd Floor at the Waterloo Regional Airport.

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 website at http://ci.waterloo.ia.us/

2) Plan rooms:

Master Builders of Iowa
221 Park Street, PO Box 695
Des Moines, IA 50303

McGraw Hill Construction Dodge
3315 Central Ave.
Hot Springs, AR 71913

Reed Construction Data
30 Technology Parkway South, Ste. 500
Norcross, GA 30092

3) Plan Room Websites:
Master Builders of Iowa website: www.mbionline.com
Dodge Lead website: http://dodgeprojects.construction.com/
Reed Const. Data Lead website: http://www.cmdgroup.com/project-leads/

SCOPE OF WORK

The project for the improvements at the Waterloo Regional Airport, Waterloo, Iowa, consists of:

- Upgrade or replacement of the existing airfield lighting control system
- Computer based control system in airfield lighting vault and air traffic control tower
- Touch screen control system in air traffic control tower
- Remote monitoring systems in airport operations in airport terminal building and ARFF station

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 ____ day of _____, 2026.

CITY OF WATERLOO, IOWA

BY: _____
Kelley Felchle
City Clerk

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	February 16, 2026

AGENDA ITEM TITLE

Resolution setting date of public hearing as March 2, 2026, to approve the request by the City of Waterloo to rezone approximately 1.25 acres from “M-1” Light Industrial District to “B-P” Business Park District located south of US Highway 218 and east of Black Hawk Creek, at the easterly dead end of Falls Avenue, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo is looking to rezone approximately 1.25 acres from “M-1” Light Industrial District to “B-P” Business Park District just north of vacated Falls Avenue.
The rezoning of the property will match the zoning to the south, which was rezoned from “M-1” Light Industrial District to “B-P” Business Park District by Ordinance 5591 passed by City Council on March 15, 2021.
The City of Waterloo is proposing to plat the land proposed for rezone, in addition to the land to the south, so the rezone will allow all the plat area to be a single site plan specific zone.

NEIGHBORHOOD IMPACT

There would appear no adverse effect on the neighborhood.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

A public hearing was held by the Planning, Programming, and Zoning Commission at their February 10th, 2026 meeting and there was no property owners within 250 feet to receive notice.

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

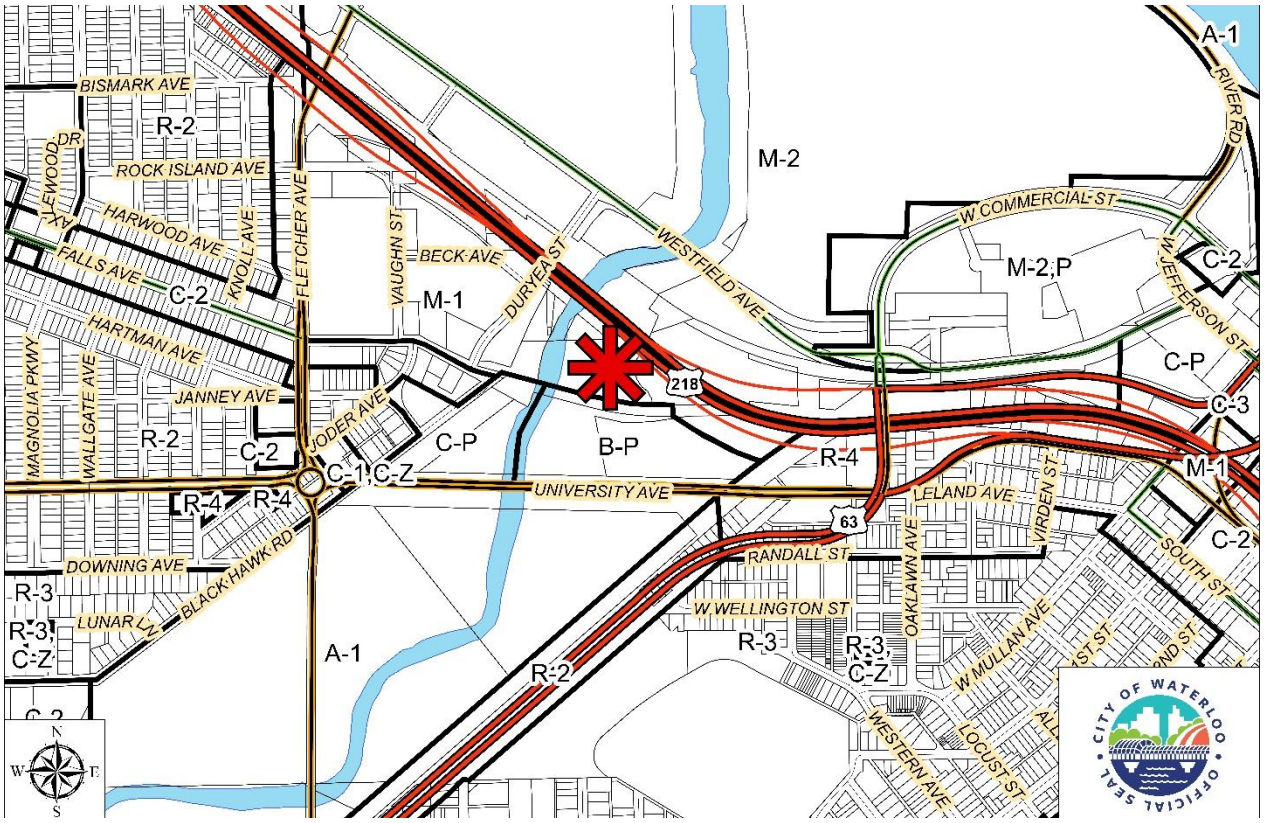
That part of the North 1/2 of the Northeast Quarter 1/4 of Section 27, T89W, R13W, City of Watelroo, Iowa, located Easterly of the centerline of Black Hawk Creek, Northerly of the centerline of the vacated Falls Avenue, and Southwesterly of the Southwesterly right-of-way line of U.S. Highway 218.

ATTACHMENTS

1. Staff Report - University

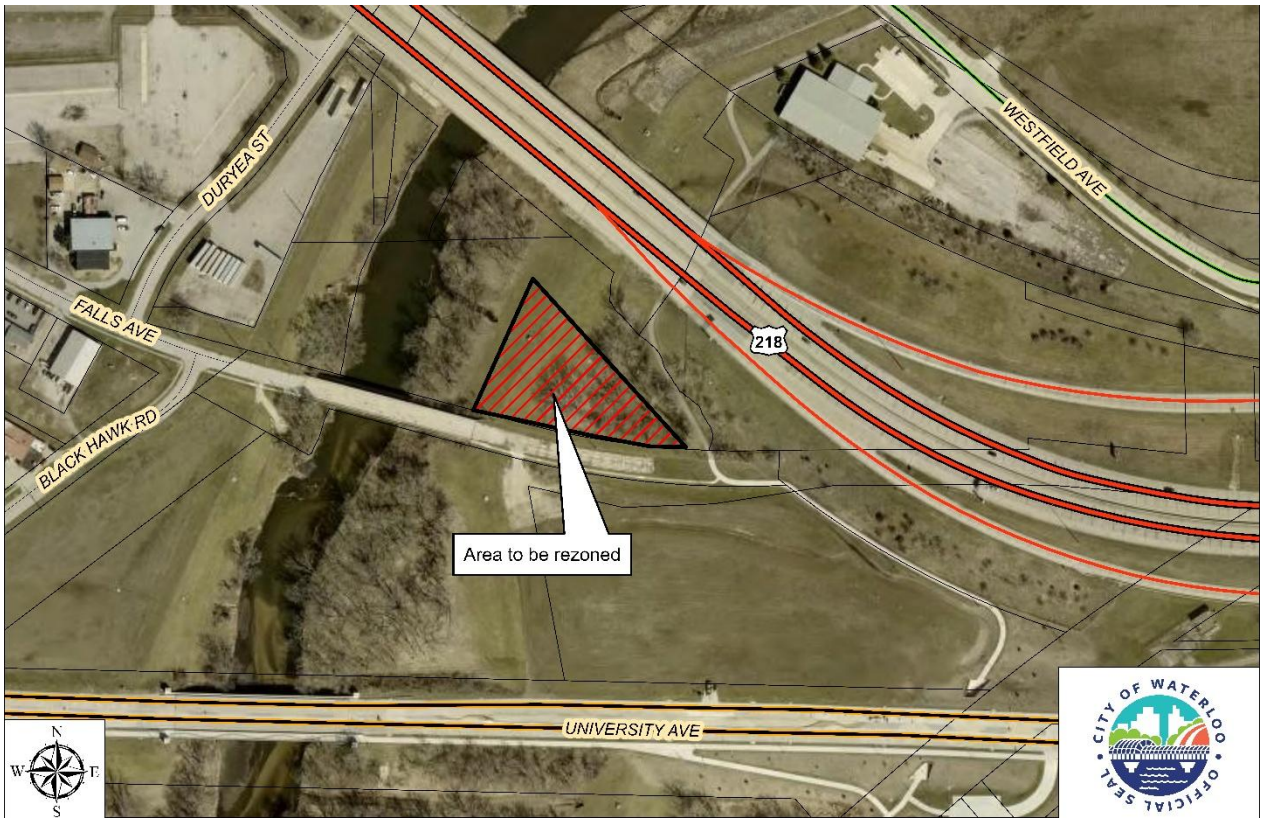
CITY OF WATERLOO
Planning & Zoning

TO:	Planning, Programming, and Zoning Commission
PREPARER:	John Dornoff, Planner II
PZ MEETING DATE:	February 10, 2026
REQUEST:	Rezone approximately 1.25 acres from “M-1” Light Industrial District to “B-P” Business Park District
APPLICANT:	City of Waterloo
LOCATION:	North of vacated Falls Avenue east of Black Hawk Creek

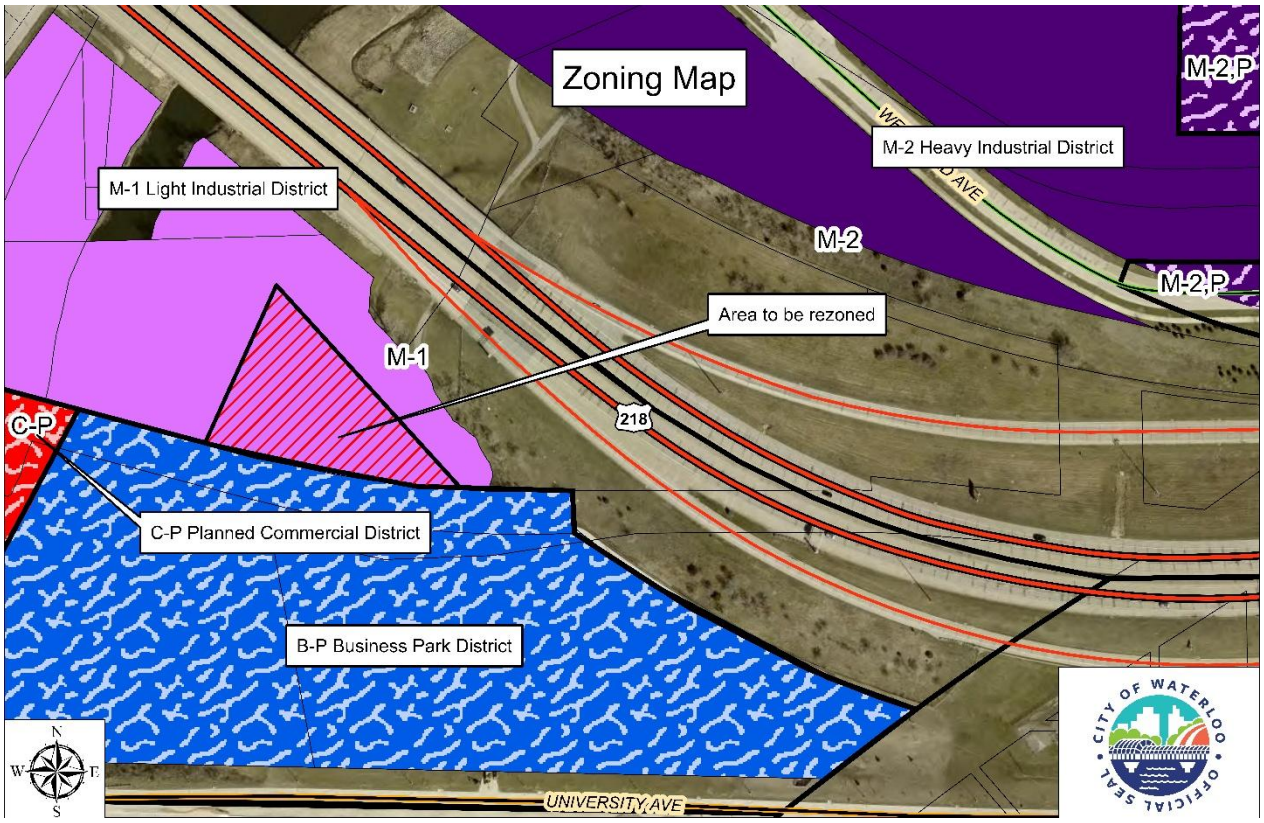


SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:

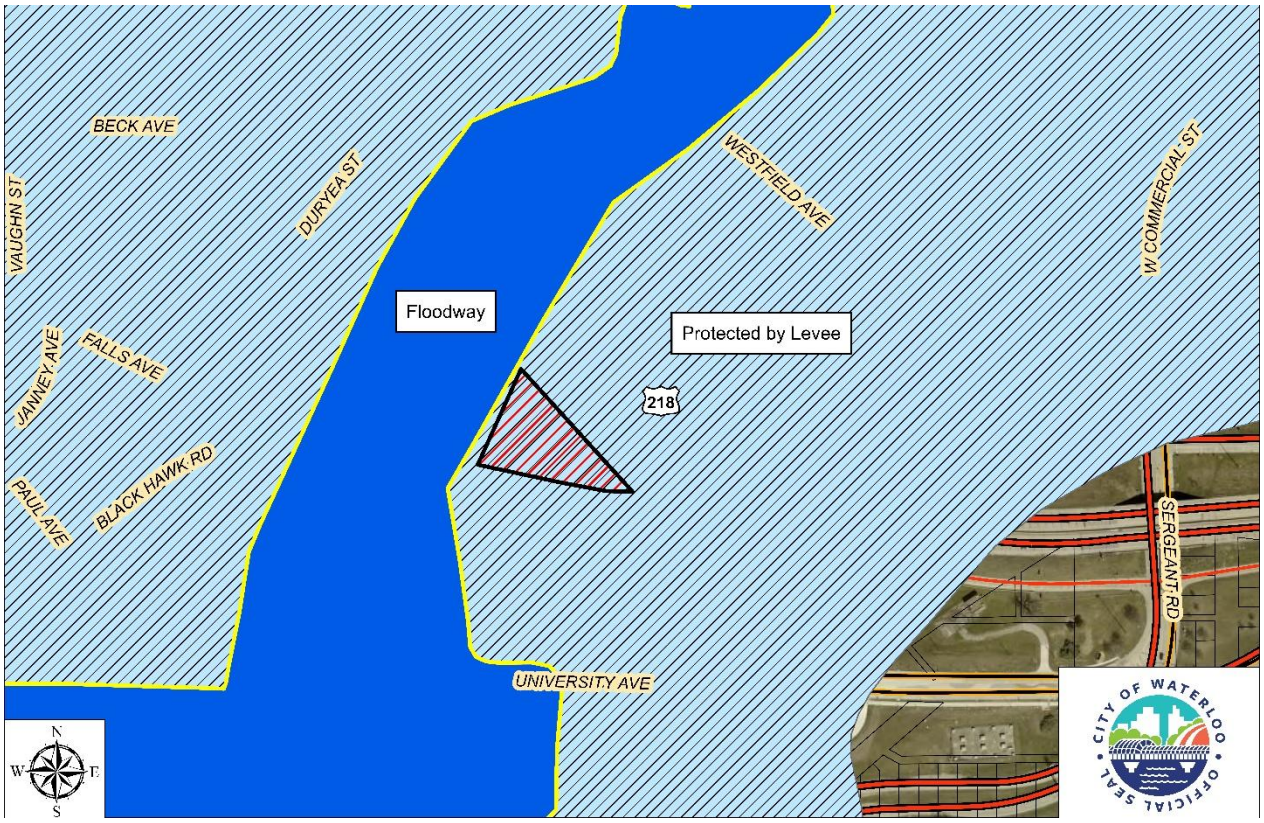
The request to rezone the property does not appear to have a negative impact on the surrounding area, as the area is largell, and the rezone will make the property site plan specific.



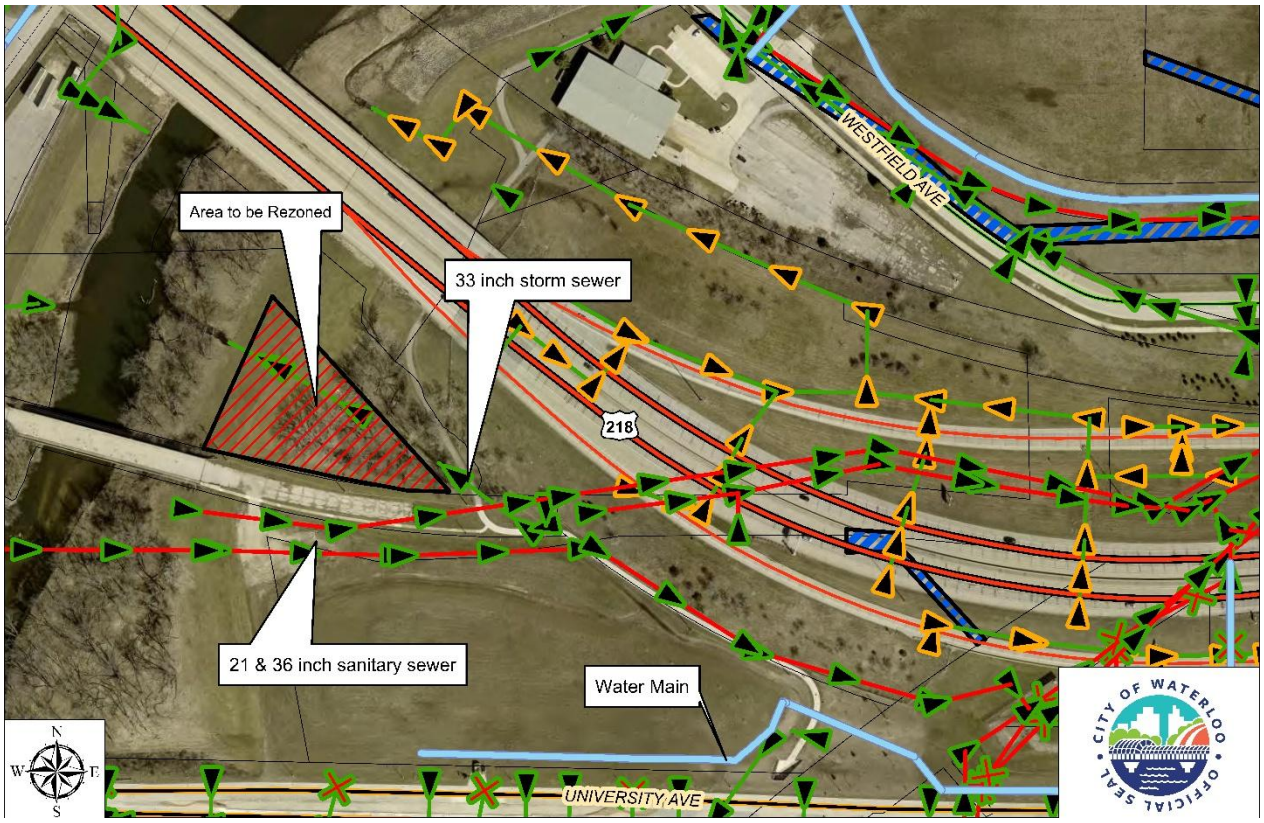
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed rezone would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by University Avenue which is a principal arterial.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The Sergeant Road trail is located adjacent to the rezone area and the University Avenue trail is located on the south side of University Avenue.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned “M-1” Light Industrial District since the adoption of the Zoning Ordinance in 1969. Surrounding land uses and their zoning designations are as follows: **North** – US Highway 218 and industrial zoned “M-1” Light Industrial District and “M-2” Heavy Industrial District. **South** – Vacant land zoned “B-P” Business Park District. **East** – Vacant land & US Highway 218 zoned “M-1” Light Industrial District. **West** – Vacant land and Black Hawk Creek zoned “M-1” Light Industrial District and “C-P” Planned Commercial District.



DEVELOPMENT HISTORY:	There is no development in the area. Prior to the construction of the grade separated US Highway 218 there was industrial development in the vicinity of the rezone.
PUBLIC /OPEN SPACES/ SCHOOLS:	Irving Elementary School is located 0.92 miles to the southeast, George Washington Carver is located 2.04 miles to the northeast, and East High School is located 1.63 miles to the north. Hope Martin Park is located 0.48 miles to the southwest.
FLOODPLAIN:	The property is located in Zone X" Protected by Levee as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0301F, dated July 18, 2011.



DRAINAGE:	The proposed request would not appear to have a negative impact upon drainage in the area. As the property redevelops, it will need to meet modern drainage requirements.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is a 33-inch storm sewer located in the rezone area, along with 21 & 36 inch sanitary sewers located to the south of the rezone area. There are overhead utility lines located along the north side of vacated Falls Avenue.

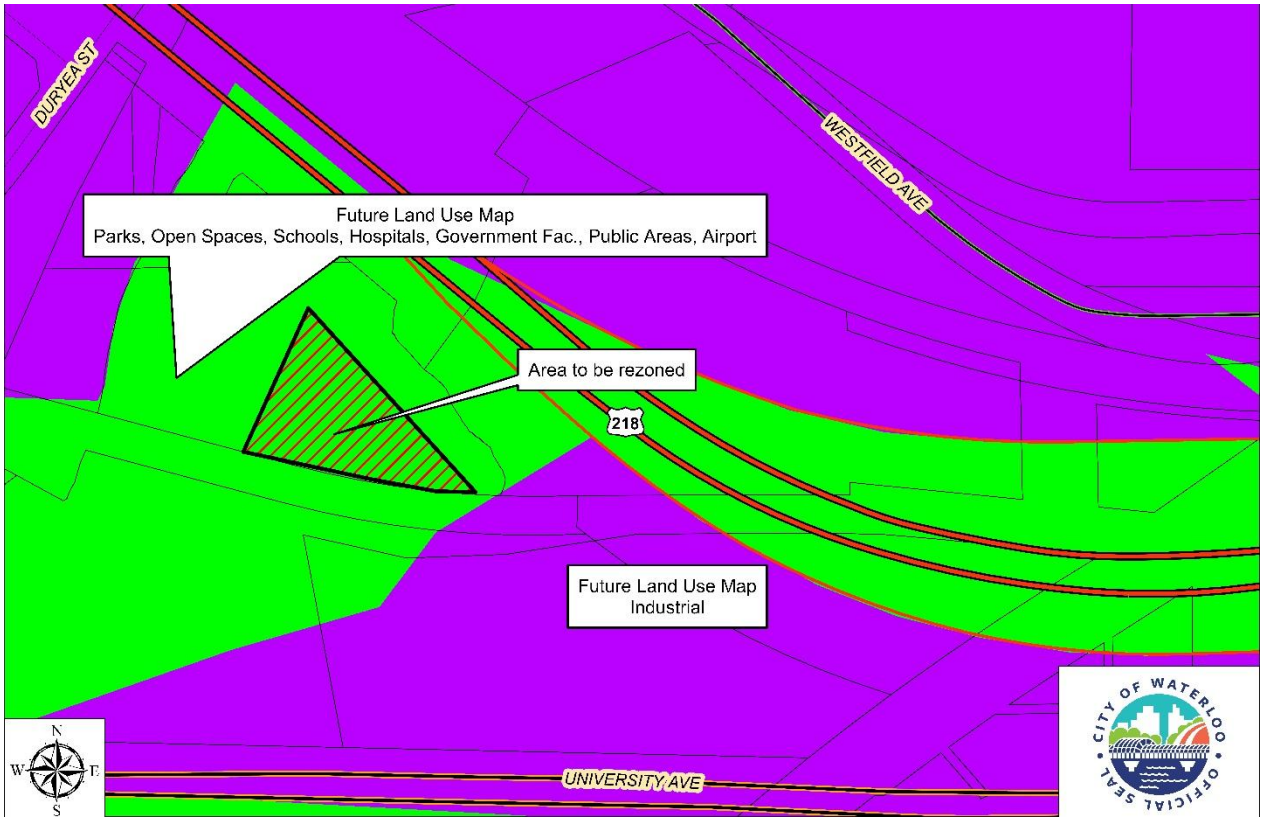


STAFF ANALYSIS – ZONING ORDINANCE	The rezone meets all requirements of the Zoning Ordinance.
STAFF ANALYSIS – SUBDIVISION ORDINANCE	There is a separate plat application for the rezone area.
STAFF ANALYSIS – SITE ANALYSIS:	The City of Waterloo is looking to rezone approximately 1.25 acres from “M-1” Light Manufacturing District to “B-P” Business Park District just north of vacated Falls Avenue. The rezoning of the property will match the zoning to the south, which was rezoned from “M-1” Light Industrial District to “B-P” Business Park District by Ordinance 5591 passed by City Council on March 15, 2021. The City of Waterloo is proposing to plat the land proposed for rezone, in addition to the land to the south, so the rezone will allow all the plat area to be a single site plan specific zone.
TECH REVIEW AND UPDATES:	TBD

Picture 1: Looking north from University Avenue toward the rezone area.

Figure 1: Looking northwest from University Avenue toward the rezone area.

PLANNING, PROGRAMMING AND ZONING COMMISSION:	TBD
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Industrial.* The proposed rezone would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.



STAFF RECOMMENDATION:	Therefore, staff recommends that the request by the City of Waterloo to rezone approximately 1.25 acres from “M-1” Light Industrial District to “B-P” Business Park District located south of US Highway 218 and east of Black Hawk Creek, at the easterly dead end of Falls Avenue, be approved, meeting for the following reasons:

1. The rezone would not appear to have a negative impact to the area.
2. The rezone will match the zoning to the south, which is site plan-specific zoning.
3. The rezone is in compliance with the Comprehensive Plan and Future Land Use map for the area.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Steven Kjergaard, Director of Aviation
Airport Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as March 12, 2026 and date of public hearing as March 16, 2026, in conjunction with the Runway 18/36 Rehabilitation within the Runway 12/30 Safety Area, FAA AIP Grant No. 3-19-0094-059, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Final bid plans and specifications will be submitted to the Airport by AECOM on 13 February, and added for Council review at that time.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

FAA AIP Grant No. 3-19-0094-059: 90%
Match/PFC Revenue: 10%

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 03 NTB - Rwy 18-36 Inside RSA-Wloo ALO
2. 04 NPH - Rwy 18-36 Inside RSA-Wloo ALO

NOTICE TO BIDDERS
For the Taking of Construction Bids for the

Runway 18-36 Rehabilitation within
Runway 12-30 Safety Area
FAA #3-19-0094-059-2026

AT THE WATERLOO REGIONAL AIRPORT
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 **12th** day of **March, 2026,** until **1:00 p.m.** for **Runway 18-36 Rehabilitation within Runway 12-30 Safety Area,** as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the Harold E. Getty Council Chambers at City Hall, in the City of Waterloo, Iowa, on the **12th** day of **March 2026**, at **1:00 p.m**., and the proposals will be acted upon at such later time and place as may then be fixed. The bid opening will be livestreamed on YouTube and made available on the City website.

PRE-BID MEETING

A pre-bid meeting for this project will be held on **March 5, 2026,** at 10:00 a.m in the Airport Conference Room on the 2nd Floor at the Waterloo Regional Airport.

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 **March 16, 2026**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

SCOPE OF WORK

The project for the improvements at the Waterloo Regional Airport, Waterloo, Iowa, consists of:

- Rehabilitation of Runway 18/36 and Runway 12/30 intersection with 4.5-inch mill and variable thickness overlay of the pavement within the Runway Safety Area of Runway 12/30.
- Grooving of the new runway pavement.
- Pavement marking for the new pavement.
- Restoration along the edge of the new pavement.

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall commence within ten (10) working days after receipt of "Notice to Proceed" and shall be completed according to the terms of the entire contract within **sixty (60) calendar days** from the date established in the Notice to Proceed. Failure to complete within the allotted time will result in assessment of liquidated damages in the amount of $500.00 per calendar day for each day in excess of the authorized contract time. In addition, the Runway 18/36 closure for Phase 1 work shall be limited to **ten (10) calendar days**. It is anticipated that construction will start in the late Summer to early Fall of 2026.

METHOD OF PAYMENT TO CONTRACTOR

The Contractor will be paid against bi-monthly estimates in cash on the basis of ninety-seven percent (97%) of the work as it is completed, and materials delivered and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Council. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required unless the City is satisfied that material, men and laborers have been paid.

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

PLANS AND SPECIFICATIONS

Complete digital Plans and Specifications are available at **www.questcdn.com**. You may download the digital documents free of charge from Questcdn by inputting Questcdn Project **#10050737** on the website's Project Search page. Please contact Questcdn.com at 952-233-1632 or 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 $30.00 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 14th consecutive day after the project has been awarded. No deposits will be refunded for any requests or plans received after the 14th consecutive day, which include 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 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 **ninety (90) 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 improvements.

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 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.

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 zero percent (0%) for MBE participation on all City funded construction projects that are estimated at $50,000.00 or more. A goal of at least zero percent (0%) 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 with 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 overall contract period of 60 calendar days, plus authorized extensions, the contractor shall pay to the City Liquidated Damages in the amount of five hundred dollars ($500.00) per calendar day, for each calendar day, as further described herein, in excess of the authorized time.

Calendar days beyond the specified overall contract period of 60 calendar days for which Liquidated Damages will be charged will be calendar days that the contractor does or could have worked.-Partial working days will be considered as a full working day. Calendar days chargeable for Liquidated Damages will include rain days, weekends, and legal holidays.

Liquidated damages will be assessed for work that is not completed within ten (10) calendar days from the date work commences in the Phase 1 work area at a rate of $500 per calendar day for one (1) to four (4) calendar days over, $5,000 per calendar day for five (5) to nine (9) calendar days over and $10,000 per calendar day for ten (10) or more calendar days over the allotted time in the contract.

Calendar 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 calendar 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 commences 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 and City Officials.

RESIDENT BIDDER/NON-RESIDENT BIDDER

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 a Resident Bidder Certification or a Non-Resident Bidder Certification in the form(s) herein provided.

SALES TAX EXEMPTION CERTIFICATES

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

SITE INSPECTION

Bidders are expected to visit the locality of the work and to make their own estimate of the facilities needed and the difficulties attending the execution of the proposed Contract, including local conditions.

TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept, unopened. 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. No responsibility will be attached to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening.

All proposals must be received at the address indicated herein above prior to the time and date specified for receipt of bids. Bids received after the specified time and date will be returned unopened. The City of Waterloo shall not be held responsible or accountable for delays in the delivery of any proposal by the U.S. Postal Service or other courier service.

WITHDRAWAL OF BIDS

Bids may be withdrawn on written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

ERRORS IN BID

Bidders or their authorized agents are expected to examine the Maps, Drawings, Specifications, Circulars, Schedule and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk and he cannot secure relief on the plea of error in the bid. In case of error in the extension of prices, the unit price will govern.

FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws,2 U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

The bidder or offeror certifies procurement of certain rolling stock using FAA grant funds will prohibit airports from using Federal financial assistance to procure buses or rail car vehicle rolling stock from covered entities.

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto.

This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements

will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

DAVIS-BACON ACT, AS AMENDED – 29 CFR PART 5

The Contractor is required to comply with wage and labor provisions and to pay minimum wages in accordance with the current schedule of wage rates established by the United States Department of Labor.

If the wage determination of the Department of Labor incorporated in the advertised specifications does not include rates for classifications deemed appropriate by the bidder, the bidder is responsible for ascertaining the rates payable for such use in accomplishing the work. No inference concerning practice is to be drawn from their omission. Further, the omission does not, per se, establish any liability to the Government for increased labor costs resulting from the use of such classifications.

DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – 49 CFR PART 29

The bidder certifies, by submission of a proposal or acceptance of a contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Individuals or companies listed in the General Services Administration's "Excluded Parties Listing System" will not be considered for award of contract.

DISADVANTAGED BUSINESS ENTERPRISE – 49 CFR PART 26

The requirements of 49 CFR Part 26 including any amendments thereto apply to this contract. It is the policy of the city of Waterloo, Iowa to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance to the referenced statute or regulation. The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

2) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

CERTIFICATION REGARDING LOBBYING

Consultants and contractors that apply or bid for an award of $100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

MARKING AND MAILING BIDS

Envelopes containing bids must be sealed and addressed to the City Clerk, 715 Mulberry Street, Waterloo, IA 50703; and marked in the upper left-hand corner as follows:

Bid of ___(Name and Address of Contractor)___ for Runway 18-36 Rehabilitation within Runway 12-30 Safety Area, FAA Project No. 3-19-0094-059-2026

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

RUNWAY 18-36 REHABILITATION WITHIN
RUNWAY 12-30 SAFETY AREA
FAA #3-19-0094-059-2026

AT THE WATERLOO REGIONAL AIRPORT
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 **12h** day of **March, 2026**, until **1:00 p.m**. for **Runway 18-36 Rehabilitation within Runway 12-30 Safety Area**, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the Harold E. Getty Council Chambers at City Hall, in the City of Waterloo, Iowa, on the **12th** day of **March 2026**, at **1:00 p.m**., and the proposals will be acted upon at such later time and place as may then be fixed. The bid opening will be livestreamed on YouTube and made available on the City website.

PRE-BID MEETING

A pre-bid meeting for this project will be held on **March 5, 2026**, at 10:00 a.m. in the Airport Conference Room on the 2nd Floor at the Waterloo Regional Airport.

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 website at http://ci.waterloo.ia.us/

2) Plan rooms:

Master Builders of Iowa
221 Park Street, PO Box 695
Des Moines, IA 50303

McGraw Hill Construction Dodge
3315 Central Ave.
Hot Springs, AR 71913

Reed Construction Data
30 Technology Parkway South, Ste. 500
Norcross, GA 30092

3) Plan Room Websites:
Master Builders of Iowa website: www.mbionline.com
Dodge Lead website: http://dodgeprojects.construction.com/
Reed Const. Data Lead website: http://www.cmdgroup.com/project-leads/

SCOPE OF WORK

The work to be performed in this project shall include the following described improvements at the Waterloo Regional Airport, Waterloo, Iowa:

- Rehabilitation of Runway 18/36 and Runway 12-30 intersection with 4.5-inch mill and variable thickness overlay of the pavement within the Runway Safety Areas.
- Grooving of the new runway pavement.
- Pavement marking for the new pavement.
- Restoration along the edge of the new pavement.

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 ____ day of _____, 2026.

CITY OF WATERLOO, IOWA

BY: _____
Kelley Felchle
City Clerk

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving acceptance of improvements of Prairie Meadows First Addition, submitted by Snyder & Associates; and performed by Boomerang Corporation, and file two-year maintenance bond.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The improvements required as a condition precedent to the approval of Prairie Meadows First Addition, Waterloo, Iowa; namely paving and the installation of storm and sanitary sewer, have been completed in substantial conformance with the construction plans, standards, and requirements of this office. This area is located south of Walmart and Hy-Vee.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 20260209110125311

MAINTENANCE BOND

BOND NO. SURU2210009471

KNOW ALL MEN BY THESE PRESENTS:

That we Boomerang Corp. as Principal, and Ascot Surety & Casualty Company as Surety, are held and firmly bound unto City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703 as Obligee in the sum of $881,030.00 (Eight Hundred Eighty One Thousand Thirty and no/100) for which sum, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

WHEREAS, on the n/a day of _____, _____, Principal entered into a contract with the Obligee for:

This Maintenance Bond covers the Sanitary and Storm Sewer Scope Only for the Prairie Meadows 1st Addition development up to $881,030, Waterloo, Iowa

Which contract is by reference made a part of hereof and is hereafter referred to as the Contract.

NOW THEREFORE, the condition of this obligation is such, that if the Contractor shall make good any defect in material or construction that shall appear within Two (2) year(s) from the date of the substantial completion, (December 10, 2025) this shall be null and void and otherwise remain in full force and effect.

Signed, sealed and dated this 14th day of January, 2026.

Witness

Boomerang Corp.
P.O. Box 227
Anamosa, IA 52205

BY: _____
Principal

Witness

Ascot Surety & Casualty Company
1020 Highland Colony Pkwy., Ste 700
Ridgeland, MS 39157

BY: _____
Troy Staples Attorney-In-Fact

Ascot Surety & Casualty Company
Ascot Insurance Company
1020 Highland Colony Parkway, Suite 700
Ridgeland, MS 39157

Power of Attorney

KNOW ALL MEN BY THE PRESENTS:
That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Troy Staples, Zachary Pate, Maxwell Bohlig, Nicholas Hochban and Jennifer Boyles

of West St. Paul, MN (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed $100,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

> RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:
> RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;
> RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 13th day of March 2025.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 13th day of March 2025, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 14th day of January 2026.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Public Works Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving Change Order CR-2026-0040 in the amount of $232,440.00 to the Agreement with EN Communications, of Lisle, Illinois, for the Waterloo Fiber Project, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Requesting approval of change order.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Contractor ITG completed 4,768 feet of boring through rock along Westfield Avenue and West Commercial Street. Once rock conditions were identified, Waterloo Fiber and Waterloo Public Works were expected to review the impacts and revise the Bill of Materials; however, the Waterloo team was not notified at that time. Entrust, Waterloo Public Works, and Waterloo Fiber have since verified the rock boring along Westfield Avenue and West Commercial Street and recommend approval of this change order. Any future boring issues will be brought to the attention of Entrust, Waterloo Fiber, and Waterloo Public Works prior to proceeding.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. CR 2026-0040 Waterloo Broadband Change Order Request Signed

Change Order Request

Change Order Type	Design/Engineering		
Retainage	No	Will Be Subject To The Withholdings and Release Set Forth In The Contract Sections 6.2(f)(i) and (ii)	
Change Order Name:	CR-2026-0040	Change Order Cost:	$232,440.00
Construction Contractor Name (Attn)	ITG	Request Date:	2/3/2026
Magellan Project Manager:	Michael Regan PM Broadband Implementation	Requested By:	Client/Owner
Client/Owner (Attn)	City of Waterloo/Waterloo Fiber/Eric Lage	Entrust Sign-Off	Clayton Johnston VP of Construction

Change Request Overview

Description of Change (include location)	The following Change Order has been created to account for additional construction labor associated with rock boring along Westfield Ave and West Commercial St in LCP 048 / Task Order 13.
Reason for Change	The contractor, ITG, completed 4,768 feet of bore in this area and the work involved rock. This bore covered both FTTH & BB infrastructure (BB = 2,450 feet / FTTH = 2,318 feet). Entrust verified the that the bore was completed. However, the Bill of Materials (BoM) line item for rock bore adder shows a zero-unit quantity with a unit rate of $48.75 per linear foot. This means that while rock conditions were encountered and the work was performed, it was not included in the approved scope nor was a change request discussed or submitted prior to construction. At the point when rock was identified or anticipated, the expectation would have been to engage the Waterloo team, review the scope impact, and revise the BoM. Unfortunately, those steps did not occur. This scope of work will need the unit quantities of 4,768 feet for rock adder added to the BoM. **Breakdown of Costs**: BB = 132ft x $48.75/ft = $6,435.00 BB SHARED = 2,318ft x $48.75/ft = $113,002.50 FTTP SHARED = 2,318ft x $48.75/ft - $113,002.50
Material Submittals/ Specifications	Labor pricing came from the original BoM pricing approved by Waterloo Fiber and the City of Waterloo associated with Contract # 1088

Itemized Breakdown of Work				
Location Work Order #	Description	Quantity	Unit Price	Amount
Labor				
Underground - Buried Labor	Bore Rock Adder -->[LF]	4,768	$ 48.75	$ 232,440.00
***			CR Labor Subtotal	$ 232,440.00
Materials				
***			CR Materials Subtotal	$ -
***	TOTAL CR COST			$ 232,440.00

Approvals

Magellan Sign-Off

Print Name / Title:	**Clayton Johnston**	**VP of Construction**
Signature:	Clayton Johnston	
Date:	2/2/2026	

Contractor Manager (not needed for design change requests)

Print Name / Title:	**Charles Smith**	**Regional Manager**
Signature:	Charles E Smith	
Date:	2/3/2026	

Client/Owner (Attn)

Print Name / Title:		
Signature:		
Date:		

End

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Motion to approve the appointment of **Hunter Dally** from the current Civil Service List to the position of Solid Waste Technician in the Sanitation Department, effective February 17, 2026.

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. SOLID_WASTE_TECHNICIAN_10.2025
2. SOLID WASTE TECH (exp 1.27)

Docusign Envelope ID: 9D180A67-139F-42C0-9E95-29FD0CD91A38

PERSONNEL REQUISITION FORM

Check as applicable: ☒ To start recruiting or civil service process and/or ☒ To fill a vacancy
☐ Active Civil Service List Expires: _____

A proposed job description and questionnaire must accompany this form at time of submission to Human Resources.

****

Position Title: Solid Waste Technician Department: Sanitation Department

Reports To: Sanitation Director Work Location: 625 Glenwood Street

Employment Status:
☒ Regular Full Time ☐ Temporary Full Time from _____ to _____
☐ Regular Part Time ☐ Temporary Part Time from _____ to _____
☐ Regular 7-Month ☐ Intern/Co-op Student from _____ to _____

Type of Position:
Civil Service Position: ☒ Yes ☐ No
Bargaining Position: ☒ Yes ☐ No
Bargaining Group: 177
Non-bargaining Position: ☐ Yes ☒ No

Recommended Recruitment Sources:
☐ Internal Posting Only
☒ Internal Posting and External Advertising

****

Complete the following if the requisition is to fill a vacancy:

☐ New Position or ☒ Replacement Position for: Collin Weber, Solid Waste Technician
(Specify name and title of former incumbent)

If replacement, former incumbent: ☒ Retired/Resigned/Terminated ☐ Transferred ☐ Promoted

Date incumbent terminated employment: 10/6/2025 Date of final payout: 10/31/25

Anticipated start date: ASAP No. of hours/week: 40 Work schedule: 6:00 am - 2:00 pm

Justification of need for position: Position is required to support Sanitation Department operations in refuse can delivery, recycling and yard waste pick-ups, and compost site maintenance.

What are the likely consequences if the position is not filled? A reduced number of employees will have a negative impact on the department's ability to complete all necessary operations.

APPROVALS

Annual salary requirements: 64,567.22 Hourly Rate: 31.97 Benefits: 50.30 / 104,619.00
(Payroll taxes, pension, health ins.- assuming family)

Is position budgeted for this and future FYs? ☒ Yes ☐ No If no, how will position be funded? _____

Approved subject to the following conditions: _____

10-8-25
Submitting Department Head Date

DocuSigned by: Quentin Hart D6525D78AAC8449... 10/9/2025
Mayor Date

Signed by: Bridgett Wood D88E184FDA5F48A... 10/9/2025
Chief Financial Officer Date

Signed by: LANCE DUNN 7CCE7B7B4358427... 10/9/2025
Human Resources Director Date

Signed by: Ray Fuss 27E51EDB4C5841F... 10/9/2025
Human Resources Committee Chairperson Date

Created 6/30/2017

Docusign Envelope ID: 9D180A67-139F-42C0-9E95-29FD0CD91A38

PERSONNEL REQUISITION
Solid Waste Technician

The following questions are provided as guidelines to assist you in developing your rational for the position of **Solid Waste Technician** in the Sanitation Department. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

(1) What are the key job responsibilities of this position? **Delivery of garbage carts, maintain yard waste site, service sanitation routes if operator is unavailable, complete recycle and yard waste routes as assigned.**

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? **Yes; however, a reduced number of operators will directly impact the ability to provide timely citizen services.**

(3) How is the work of this position being accomplished now? **Reduced number of operators equals reduced tasks that can be accomplished.**

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

(5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)? **This position is necessary for the department to meet departmental objectives – ie. delivery of garbage carts, maintain yard waste site, service sanitation routes if operator is unavailable, complete recycle and yard waste routes as assigned.**

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled? **No cost savings or increased revenues would be realized by this position. This position is directly related to providing citizen services in a timely manner.**

(7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time? **Overtime/comp time requirements are seasonal or based on weather events. The department pays overtime only as necessary.**

(8) How has the work load or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible. **Staffing levels have remained consistent over the past three fiscal years.**

Docusign Envelope ID: 9D180A67-139F-42C0-9E95-29FD0CD91A38

(9) If this position is not filled, what affect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible. **Department will incur additional overtime/comp time costs.**

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation? **Employee time off is managed to ensure daily work assignments are covered.**

(11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change? I**t would not be practical to outsource this position. Outsourcing this position would require outsourcing the entire department.**

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you? **This position is funded completely by user fees and not property taxes. The contribution of this position is critical to the overall objectives of the department.**

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

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

Docusign Envelope ID: 9D180A67-139F-42C0-9E95-29FD0CD91A38

CITY OF WATERLOO IOWA
Community of Opportunity

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

PUBLIC WORKS – SOLID WASTE TECHNICIAN

DEPARTMENT	**SANITATION**
SALARY	**$30.97, WITH $1.00 INCREASE AFTER 6 MO**
FLSA	**NON-EXEMPT**
CIVIL SERVICE	**INCLUDED**
BARGAINING UNIT	**CONSTRUCTION & PUBLIC EMPLOYEES LiUNA Local #177**

GENERAL STATEMENT OF DUTIES

Under the general direction of the Sanitation Director, or his/her designee, performs collection of solid waste, trash, refuse, yard waste and recycling during all weather conditions. Other duties that may be required include customer satisfaction, code enforcement cleanups, maintenance, cart delivery, cart pickup, cart repair & washing, and flood relief. Will also be required, as necessary, to support emergency City-wide operations.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

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

1. Operates a variety of heavy equipment including but not limited to dump truck, automated garbage truck, rear packer garbage truck, backhoe, multi-compartment recycling truck, end loader, compost turner, screener and yard waste grinder.
2. Performs daily work as directed by Sanitation Director in support of department objectives. Work may include but not be limited to curbside collection, delivery of customer carts, repairs to customer carts, missed garbage, missed yard waste, missed recycling, code enforcement clean-ups, bulk item clean-ups and yard waste site maintenance.
3. Follows established routes and maintains collection schedules and route logs. Prepares and leaves notices or tags on refuse not complying with established ordinance/rules. Enters data into collection system for proper and accurate data collection.
4. Ensures vehicles and equipment are properly equipped, operate correctly, present a neat and clean appearance and are completely fueled at the end of the workday in preparation for the next day's work assignment. Equipment pre-check forms to be completed prior to equipment use and any issues relayed to Sanitation Director.
5. Supports special events including but not limited to neighborhood clean-ups, City-wide clean-ups and hazardous materials collection and disposal events.
6. Responds to citizen complaints, questions and requests for service.

Docusign Envelope ID: 9D180A67-139F-42C0-9E95-29FD0CD91A38

7. May assist in answering telephone customer service calls, filling out reports and servicing calls or inquiries.
8. Work is performed in busy traffic areas, in vehicle and on foot, in all weather conditions. Operates equipment that causes vibration, noise level is loud, atmosphere may contain dust and traffic fumes, work environment is dirty with low visibility during bad weather. Works in inclement weather conditions for extended periods of time.
9. Works independently and with others with minimum supervision.
10. Performs work of a repetitive nature and varied workload.
11. Attends work regularly at the designated place and time.
12. Performs all duties and activities in accordance with City policies and procedures. Must comply with OSHA, EPA and Public Works safety rules and regulations.
13. Supports department goals and objectives by making recommendations to management for delivery of service improvements.
14. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Knowledge of traffic laws and safety rules.
2. Ability to learn City street layout.
3. Ability to read street signs, chemical hazard labels and written directions.
4. Ability to keep work logs and prepare notices.
5. Ability to safely operate department equipment.
6. Ability to respond to questions and comments from the public tactfully and politely.
7. Ability to communicate effectively and maintain working relationships with other City employees, supervisors and the public.
8. Knowledge of occupational hazards associated with and the safety precautions necessary when working in busy traffic or unfavorable weather conditions.
9. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.
10. Ability to work with a tablet for proper data entry of the day's tasks.

MISCELLANEOUS

1. Must wear personal protective equipment whenever and wherever necessary such as safety shoes, safety glasses, hard-hat, reflective vest, hearing protection, gloves and over-garments as required by daily work assignment.
2. Must wear standard uniform as supplied by City. Uniform must be clean and present a neat appearance.
3. Must submit to Department of Transportation requirements including pre-employment, post-accident, reasonable suspicion, random and return-to-duty/follow-up alcohol and drug testing.
4. Following a conditional offer of employment, the City of Waterloo requires a physical examination and a drug test by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of the position. Failure to pass the physical exam and drug test will result in withdrawal of the employment offer.
5. The City of Waterloo reserves the right to conduct a background investigation including education, employment and criminal history checks on any applicant being considered for this position.

Docusign Envelope ID: 9D180A67-139F-42C0-9E95-29FD0CD91A38

6. Must submit to Civil Service examination procedures including an equipment driving test and a panel interview

ACCEPTABLE EXPERIENCE & TRAINING

1. High school graduate/GED.
2. Minimum one year experience in the skilled operation of a large truck or other large vehicle or equipment

   OR

   Any equivalent combination of education and experience that provides the knowledge, skills and abilities necessary to perform the essential functions of the position.
3. Required to possess or obtain an Iowa Class B Commercial Drivers' License (CDL) with air brake and tanker endorsements within 6 months of employment. Good driving record based on City of Waterloo driver performance criteria. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five years; four or more citations for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three-year period while driving on City business; three or more at-fault within a three-year period.
4. An applicant's driving record will be reviewed prior to consideration for an interview, prior to offer of employment and at least annually after hire.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient strength to perform assigned tasks.
2. Sufficient physical and mental stamina to work at a steady pace for up to ten hours or longer during unfavorable weather conditions or during special projects. Must be able to lift up to 100 pounds with assistance.
3. Sufficient speech and hearing that permits the employee to communicate effectively with coworkers in person or over a radio, to understand and give verbal instructions, respond to questions from the public and to hear and respond to approaching traffic.
4. Sufficient color vision, depth perception, distance and peripheral vision, and hand/eye coordination to safely operate vehicles and equipment in all weather conditions, work in high traffic areas and climb on and off vehicles and equipment; dexterity and grip strength to run controls on compactor and inside automated trucks.
5. Sufficient personal mobility that permits the employee to operate required equipment safely in all types of weather and a variety of road conditions.
6. For applicants that meet the essential physical abilities standards, reasonable accommodations may be considered.

Docusign Envelope ID: 9D180A67-139F-42C0-9E95-29FD0CD91A38

WORK SCHEDULE

Scheduled work shift is generally 6:00 a.m. - 2:00 p.m. Monday-Friday. Weather, holidays, or emergency conditions may require working later, other days or weekends. May be significant overtime during weather emergencies.
Required to adjust work week to support department/City programs and objectives, including but not limited to neighborhood clean-up events, City-wide clean-up events, etc.

EQUIPMENT **EXAMINATION**

Those applicants with a good motor vehicle driving record will be required to participate in a driving test that will test skills in operating equipment used in this job classification. An individual must receive a minimum of eighty out of one hundred points to achieve a passing score on the equipment examination.

ORAL **EXAMINATION**

Those candidates who successfully complete the equipment examination will be required to appear before an interview panel consisting of a minimum of three people who have expertise in the areas being tested. An individual must receive a minimum average score of sixty points out of one hundred to achieve a passing score on the interview.

EXAMINATION INFORMATION

Those applicants who successfully complete the equipment and oral examinations, as outlined above, will have their total scores determined by giving 40% weight to the equipment test score and 60% weight to the oral test score. The top applicants, as ranked by their scores, will be the individuals placed on the certified list. Applicants who qualify as outlined and are full-time regular employees of the City of Waterloo shall have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the armed forces of the United States who qualify per provisions of Chapter 35 of the Code of Iowa and who are citizens and residents of the United States shall have five additional points added to their final score upon submission of their DD214 or ten points added if they were awarded a Purple Heart or have a service connected disability.

Employment is contingent on possession of a good driving record based on City of Waterloo driver performance criteria and passing a post job offer physical and drug test. Failure to pass these tests will result in the withdrawal of the employment offer.

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

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.

715 Mulberry St, Waterloo, IA 50703
Phone: (319) 291-4303
Fax: (319) 291-4569
CITYOFWATERLOOIOWA.COM

January 16, 2026

TO: Honorable Mayor & City Council

We, the members of the Civil Service Commission, certify the following list of applicants, who are eligible based upon the examination process as set forth by the Civil Service Commission for the appointment to the position of Solid Waste Technician for the City of Waterloo, Iowa Public Works Sanitation Department. This list shall be used to fill any vacancy in the Solid Waste Technician classification from January 16, 2026 – January 15, 2027.

CERTIFIED LIST

Hunter Dally
Jason Heffelmeier
Robert Roby Victor Rottinghaus
Britani Young
Andrew Shimp
Jeremiah Reed
Andrew Peverill

Respectfully submitted,

Dr. Bev Smith Date Dr. Robert Welch Date

Marianne Kurtenbach Date

*December 1, 2025- The Waterloo City Council voted to suspend the Civil Service hiring practices for entrance positions as allowed by the Iowa Administrative Code section 400.12A until January 6, 2027; therefore, no signatures are required to certify this list.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Motion to approve the appointment of **Walker Zey** from the current Civil Service List to the position of Park Maintenance II Crew Leader in the Leisures Services department, effective February 17, 2026.

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. PARK_MAINTENANCE_CREW_LEADER_12.2025
2. Crew Leader (exp 1.27)

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

PERSONNEL REQUISITION FORM

Check as applicable: ☒ To start recruiting or civil service process and/or ☒ To fill a vacancy
☐ Active Civil Service List Expires: _____

A proposed job description and questionnaire must accompany this form at time of submission to Human Resources.

****

Position Title: Park Maintenance II Crew Leader Department: Leisure Services

Reports To: City Forester Work Location: Throughout the City

Employment Status:
☒ Regular Full Time ☐ Temporary Full Time from _____ to _____
☐ Regular Part Time ☐ Temporary Part Time from _____ to _____
☐ Regular 7-Month ☐ Intern/Co-op Student from _____ to _____

Type of Position:
Civil Service Position: ☒ Yes ☐ No
Bargaining Position: ☒ Yes ☐ No
Bargaining Group: 177
Non-bargaining Position: ☐ Yes ☒ No

Recommended Recruitment Sources:
☐ Internal Posting Only
☒ Internal Posting and External Advertising

****

Complete the following if the requisition is to fill a vacancy:

☐ New Position or ☒ Replacement Position for: Lawrence Harms (Retirement)
(Specify name and title of former incumbent)

If replacement, former incumbent: ☒ Retired/Resigned/Terminated ☐ Transferred ☐ Promoted

Date incumbent terminated employment: 2/13/26 Date of final payout: ~~2/20/26~~ 3/6/2026

Anticipated start date: 2//23/26 No. of hours/week: 40 Work schedule: M-F 7:00am-3:30pm

Justification of need for position: Backfilling this vacancy is a critical step in addressing the ever-increasing demands placed on the Leisure Services maintenance crews. Duties of this position will include mowing, trimming, weeding, cleaning, chemical application, snow removal, equipment maintenance, irrigation repair etc.

What are the likely consequences if the position is not filled? Mowing and snow removal of our parks and right of ways will not be completed in a manner that is acceptable to the public or code compliant.

APPROVALS

Annual salary requirements: $66,497.60 Hourly Rate: $31.97 Benefits: $38,121.43
(Payroll taxes, pension, health ins.- assuming family)

Is position budgeted for this and future FYs? ☒ Yes ☐ No If no, how will position be funded? _____

Approved subject to the following conditions: _____

Submitting Department Head	Date	Mgt.	Date
Signed by: Bridgett Wood D88E184FDA6F48A...	12/11/2025	DocuSigned by: Quentin Hart D0525D78AAC8449...	12/11/2025
Chief Financial Officer	Date	Human Resources Director	Date
Signed by: Ray Fenss 77F51EDB4C5641E...	12/11/2025	Signed by: LANCE DUNN 7CCE7B7B4358427...	12/11/2025
Human Resources Committee Chairperson	Date		

Created 6/30/2017

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

PERSONNEL REQUISITION
Park Maintenance II Crew Leader

The following questions are provided as guidelines to assist you in developing your rational for the position of *Park Maintenance II Crew Leader* in the *Leisure Services* Department. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

(1) What are the key job responsibilities of this position?

Primary duties include mowing, snow removal, chemical application, directing seasonal employees, maintaining equipment, picking up litter, maintaining irrigation systems and many other duties as assigned.

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not?

No. More labor-intensive properties have come on-line in recent years and more are on the way. Heavy usage of these locations requires additional maintenance. Current staff levels are insufficient to adequately maintain all areas.

(3) How is the work of this position being accomplished now?

At the time of filling out this questionnaire the incumbent was still working.

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

Yes.

(5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)?

Filling this position will allow our department to continue to provide adequate mowing, snow removal, and right of way maintenance to the citizens and guests of Waterloo.

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?

By filling this position less areas will need to be mowed or snow removed via private contractors.

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

(7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time?

As mentioned in question #3, at the time of filling out this questionnaire the incumbent had not yet retired. It is anticipated that some comp or overtime will be needed if there is any delay between the incumbent's retirement and the filling of this position.

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

More properties and amenities to maintain come online all the time. Most recently Gates Park was fully renovated and many vegetation beds were included in the design. All of these beds need weeds pulled, mulch beds maintained, and shrubs and grasses trimmed. Also coming online is the Sunnyside Creek Basin Project- a large pond and recreation area that will require additional maintenance from Leisure Services and this position specifically. Additional examples of new work and areas to maintain include University Ave and LaPorte Road corridors.

(9) If this position is not filled, what affect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible.

Mowing will fall even further behind. Most parks and properties we maintain are currently on a once every two week rotation and there are times of the year where even this is not enough. Not filling this position would mean that we are not able to keep this frequency and many parks and right of ways would likely be mowed once every three weeks. This would certainly not keep us in compliance with the City's vegetation ordinances. This position also removes snow during the winter. We try hard to remove snow within the stated ordinance timelines for City sidewalks. Not filling this position would make that impossible to accomplish.

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation?

Most responsibilities must wait until the incumbent is back to work.

(11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change?

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

This position is needed to supplement a crew that is already in place. Due to the immense amount of equipment, knowledge, and training necessary to properly maintain all locations it is not feasible to outsource this position.

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you?

This position is equally as important as every position that reports to me.

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council?

The City of Waterloo's 2030 Community Vision or Strategic Plan touches on eight pillars, many of the pillars echo a similar sentiment of having pride in the community and making Waterloo the best City to live, work, and play in. We feel this position is critical to keep our parks and transportation corridors looking polished and maintained. Areas that aren't mowed, litter is not picked up, or snow is not being adequately removed make it hard to have the pride in place and purpose that Waterloo deserves.

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

Name and Job Title: Lawrence Harms

Department: Street
Today's Date: 10/31/2025

I wish to announce my (circle one) (RETIREMENT) RESIGNATION

Effective on this date: 02/13/2026

For the following reasons: Retirement

Last day worked 11.24.2025. Take paid leave 11.24.25 – 02.13.2026

Sincerely,

Lawrence Harms 10-31-2025

Signature and Today's Date

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

CITY OF WATERLOO IOWA
Community of Opportunity

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

PARK MAINTENANCE II-CREW LEADER

DEPARTMENT	**LEISURE SERVICES**
SALARY	**$30.97, WITH $1.00 INCREASE AFTER 6 MO**
FLSA	**NON-EXEMPT**
CIVIL SERVICE	**INCLUDED**
BARGAINING UNIT	**CONSTRUCTION & PUBLIC EMPLOYEES LiUNA Local #177**

GENERAL STATEMENT OF DUTIES

Performs duties relating to care and maintenance of turf and landscape areas in parks, rights-of-way and public places. The work is performed under the general direction of the City Forester but will often work independently and with minimum supervision. Supervises seasonal and regular employees.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

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

1. Responsible for daily maintenance operation and productivity of turf maintenance employees including receiving and transmitting assignments, organizing projects, ensuring job completion and making required reports.
2. Operates and maintains specialized turf equipment; may operate large and small trucks and other automotive equipment.
3. Applies pesticides, insecticides and other chemicals in the care of landscape turf and vegetation.
4. Diagnoses and treats turf insect and disease problems.
5. Adjusts and repairs equipment, operates push mowers, string trimmers and blower/vacs.
6. Rakes turf, sweeps walks, picks up litter and trash.
7. Performs turf maintenance on uneven ground and while public is present.
8. Shovels and plows snow.
9. Participates in department preventive maintenance program for vehicles and equipment.
10. Directs the work activities of seasonal and regular employees as assigned.
11. Responds to questions from the public concerning mowing operations and application of turf chemicals or directs inquiry to appropriate administrative staff.
12. Works outdoors in all weather conditions; work environment is dirty; works near moving vehicles and equipment; operates equipment and tools that cause vibration; exposed to pesticides, insecticides and other turf maintenance chemicals; noise level is often loud; atmosphere may contain dust and fumes from traffic.

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

13. Prepares written records and reports.
14. Works independently and with others with minimum supervision.
15. Attends work regularly at the designated place and time.
16. Workload varies and may be repetitive.
17. Performs all work duties and activities in accordance with City policies, procedures, and OSHA, City and Leisure Services safety rules and regulations.
18. Performs all other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Knowledge of and ability to diagnose and treat turf insect and disease problems.
2. Thorough knowledge of the techniques and principles of turf and landscape management and maintenance.
3. Knowledge of occupational hazards and safety procedures of turf and landscape maintenance work.
4. Knowledge of and ability to safely operate turf maintenance equipment such as riding mower, tractor, loader, chemical sprayer and other specialized turf equipment for several hours at a time.
5. Ability to instruct, train and supervise regular and temporary seasonal employees.
6. Ability to express ideas orally and in writing.
7. Ability to understand chemical hazard labels and keep chemical application records.
8. Ability to exercise independent judgment in completion of assigned projects.
9. Ability to respond to questions and comments from the public tactfully and politely.
10. Ability to communicate effectively and maintain working relationships with coworkers, supervisors, elected officials and the public.
11. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. Graduation from a two-year horticulture program with minimum one year of experience in turf management and a minimum of two years of supervisory experience

   OR

   High school graduation/G.E.D. with minimum of two years of experience in turf and landscape management and minimum four years of supervisory experience

   OR

   Any equivalent combination of education and experience that provides the knowledge, skills and abilities necessary to perform the essential functions of the position.
2. Current driver's license and good driving record based on City of Waterloo driver performance criteria. Must obtain Iowa Class A Commercial Driver's License within 6 months of hire date. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five years; four or more citations for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three-year period while driving on City business; a combination of three or more at-fault accidents within a three-year period. An applicant's driving record will be reviewed prior to an offer of employment and at least annually after hire.

3. Obtain an Iowa Pesticide Applicator's License by the end of six-month probationary period; failure to obtain and maintain this license will result in disciplinary action up to and including termination.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient strength and flexibility to perform assigned tasks.
2. Sufficient speech and hearing that permits the employee to communicate effectively with coworkers in person or over a radio and to safely operate equipment along busy streets, understand verbal instructions, respond to questions from the public, diagnose equipment malfunctions and hear approaching traffic.
3. Sufficient depth perception, distance and peripheral vision to safely operate vehicles and equipment in all weather conditions; sufficient color vision to observe and diagnose turf diseases.
4. Sufficient dexterity to safely operate powered and manual tools and equipment.
5. Sufficient personal mobility that permits the employee to safely operate a variety of motorized and manual park turf maintenance equipment in all types of weather.

MISCELLANEOUS

1. Must wear personal protective equipment such as safety shoes, safety glasses, hearing protection, gloves, safety vest, protective clothing and respirator.
2. Must submit to Department of Transportation requirements including pre-employment, post-accident, reasonable suspicion, random and return-to-duty/follow-up alcohol and drug testing.
3. Must submit to and pass Civil Service examination procedures including a panel interview; may be required to show skill on motorized turf maintenance equipment.
4. Following a conditional offer of employment, the City of Waterloo requires a physical examination including a drug test by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of the position. Failure to pass the physical exam and drug test will result in withdrawal of the employment offer.
5. The City of Waterloo will conduct a background investigation including education, employment and criminal history checks on any applicant being considered for this position.

WORK SCHEDULE

Will generally work Monday-Friday 7:00 a.m.-3:30 p.m. with a half-hour unpaid lunch. Will be required to report during emergency situations or work overtime during/after severe weather or to assist Street Department with snow removal, but, generally, minimal overtime.

EXAMINATION INFORMATION

All qualified candidates who apply by the deadline date will be required to appear before an interview panel consisting of a minimum of three people who have expertise in the areas being tested. An individual must

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

receive a minimum average score of sixty points out of one hundred to achieve a passing score on the interview. The top applicants, as ranked by their scores on the interview, will be the individuals placed on the certified list. Applicants who qualify as outlined and are full-time regular employees of the City of Waterloo shall have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the armed forces of the United States who qualify per provisions of Chapter 35 of the Code of Iowa and who are citizens and residents of the United States shall have five additional points added to their final score upon submission of their DD214 or ten points added if they were awarded a Purple Heart or have a service connected disability. Employment is contingent on possession of a good driving record based on City of Waterloo driver performance criteria and passing a post job offer physical, drug test, and background investigation.

ORAL EXAMINATION DATE

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

PARK MAINTENANCE II CREW LEADER 2025

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.

715 Mulberry St, Waterloo, IA 50703
Phone: (319) 291-4303
Fax: (319) 291-4569
CITYOFWATERLOOIOWA.COM

January 22, 2026

TO: Honorable Mayor & City Council

We, the members of the Civil Service Commission, certify the following list of applicants, who are eligible based upon the examination process as set forth by the Civil Service Commission for the appointment to the position of Leisure Services Park Maintenance II Crew Leader for the City of Waterloo, Iowa Leisure Services. This list shall be used to fill any vacancy in the Leisure Services Park Maintenance II Crew Leader classification from January 22, 2026 – January 22, 2027.

CERTIFIED LIST

Walker Zey

Isaac Hoogesraat

Respectfully submitted,

_____ _____ _____ _____

Dr. Bev Smith Date Dr. Robert Welch Date

_____ _____

Marianne Kurtenbach Date

*January 6, 2025 the Waterloo City Council voted to suspend the Civil Service hiring practices for entrance positions as allowed by the Iowa Administrative Code section 400.12A until January 6, 2027; therefore no signatures are required to certify this list.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Motion to approve the appointment of **Nicholas Schissel** from the current Civil Service List to the position of Golf Maintenance II in the Leisure Services department, effective February 17, 2026.

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. GOLF_MAINTENANCE_II_12.2025
2. Golf Maintenance II (exp 1.27)

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

PERSONNEL REQUISITION FORM

Check as applicable: ☒ To start recruiting or civil service process and/or ☒ To fill a vacancy
☐ Active Civil Service List Expires: current list is exhausted # expires 12/20/25

A proposed job description and questionnaire must accompany this form at time of submission to Human Resources.

****

Position Title: Golf Maintenance II Department: Leisure Services

Reports To: Golf Maintenance III and Asst. Director Work Location: Golf Courses

Employment Status:
☒ Regular Full Time ☐ Temporary Full Time from ____ to ____
☐ Regular Part Time ☐ Temporary Part Time from ____ to ____
☐ Regular 7-Month ☐ Intern/Co-op Student from ____ to ____

Type of Position:
Civil Service Position: ☒ Yes ☐ No
Bargaining Position: ☒ Yes ☐ No
Bargaining Group: 177
Non-bargaining Position: ☐ Yes ☒ No

Recommended Recruitment Sources:
☐ Internal Posting Only
☒ Internal Posting and External Advertising

****

Complete the following if the requisition is to fill a vacancy:

☐ New Position or ☒ Replacement Position for: Doug Drinovsky (Retirement)
(Specify name and title of former incumbent)

If replacement, former incumbent: ☒ Retired/Resigned/Terminated ☐ Transferred ☐ Promoted

Date incumbent terminated employment: 1/16/26 Date of final payout: ~~1/23/26~~ 2/6/2026

Anticipated start date: 2/2/26 No. of hours/week: 40 Work schedule: M-F 7:00am-3:30pm

Justification of need for position: This is an essential maintenance position for the golf courses. The golf course Maintenance II position also supervises seasonal staff and manages day-to-day operations on the golf course in the absence of the Golf III. This position also completes snow removal throughout the City and assists with flooding emergencies.

What are the likely consequences if the position is not filled? Course conditions will deteriorate rapidly; City will experience loss of revenue due to poor playing conditions. More snow removal will need to be contracted. Leisure Services Department will be less able to assist with emergency flood preparations.

APPROVALS

Annual salary requirements: $71,260.80 Hourly Rate: $34.26 Benefits: $38,121.43
(Payroll taxes, pension, health ins.- assuming family)

Is position budgeted for this and future FYs? ☒ Yes ☐ No If no, how will position be funded? ____

Approved subject to the following conditions: ____

Submitting Department Head — 11/21/25 Date

Signed by: Bridgett Wood
D88E184FDA5F48A... — 12/11/2025
Chief Financial Officer — Date

Signed by: Ray Fuss
[illegible] — 12/11/2025
Human Resources Committee Chairperson — Date

DocuSigned by: Quentin Hart
D0525D78AAC8449... — 12/11/2025
Mayor — Date

Signed by: LANCE DUNN
7CDE7B7B4358427... — 12/11/2025
Human Resources Director — Date

Created 6/30/2017

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

PERSONNEL REQUISITION
GOLF MAINTENANCE II

The following questions are provided as guidelines to assist you in developing your rational for the position of Golf Maintenance II in the Leisure Services Department. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

(1) What are the key job responsibilities of this position?

Primary duties include performing daily maintenance tasks at one of the three Waterloo Municipal golf courses. This would include but not limited to: mowing greens, tees, fairways, and rough. Operating specialized golf turf equipment. Operating and preforming maintenance on irrigation systems. Diagnosing turf disease and insect problems and application of pesticides, insecticides and other chemicals in the care of golf course vegetation. Assisting in the supervision of seasonal maintenance workers. Trimming and pruning trees. Completing adjustments to mowers and conducting comprehensive preventative and curative maintenance on full fleet of golf course maintenance equipment. Raking turf, sand traps, and cutting, rolling, and installing sod. Preparing written records and reports. Responding to questions from the public concerning golf course maintenance. Completing snow removal throughout the city in winter months. Assisting with emergency flood preparation throughout the City.

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not?

No. All other employees are being used to their fullest potential.

(3) How is the work of this position being accomplished now?

We are currently preparing for up to two upcoming vacancies in the Golf Maintenance II Position. At the time of preparing answers for this questionnaire both individuals are still working.

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

Absolutely.

(5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)?

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

The golf course maintenance crews are extremely small in size when compared to crews of other 18 hole golf courses. Typically between full and part time employees in peak season only five or six total maintenance staff are employed. In order to successfully complete needed maintenance work it is imperative that this retirement vacancy be backfilled.

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?

The City will realize savings each winter needing to contract less snow removal through private companies. Additionally, filling this position will allow the golf courses to continue to maximize revenues realized when playing conditions are acceptable to the golfing public. Reducing the golf maintenance staff by even one position will have a dramatic negative impact on playing conditions and revenue will be lost because golfers will choose to play elsewhere.

(7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time?

As mentioned in question number three, at the time of preparing answers for this questionnaire we are preparing for an upcoming retirement. If for some reason this vacancy would persist into the next turf growing season up to 40 hours per week per position of overtime could be expected for the remaining staff.

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

The spring, summer, and fall workload has remained fairly consistent over the past three fiscal years however the wintertime workload has increased due to the City installing new sidewalks, parking lots, and other areas needing snow removal.

(9) If this position is not filled, what affect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible.

Not filling this position will increase the subsidy needed to operate the golf courses. The past couple of fiscal years we have been able to dramatically reduce the golf budget subsidy. We want to continue that trend. Having poor playing conditions will move the trend back in a negative direction and ultimately cost the tax payers

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

more money while providing less quality playing conditions. All maintenance tasks noted in question number one would be completed at lower frequencies.

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation?

In many cases the maintenance tasks that this position would complete will not be addressed until the person returns from vacation. There are a few core tasks that must be completed each day such as mowing greens but many other tasks such as mowing rough will have to wait until staffing is sufficient to work on these items.

(11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change?

No. This position is supporting a crew already in place.

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you?

This position is equally as important as every other maintenance position in the Leisure Services Department.

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council?

This position supports the City of Waterloo 2030 Community Vision Strategic Plan Item #7 Sportstown USA. Sportstown USA plants our flag as the most rec-friendly and sports-focused town in Iowa. Having premier golf courses is a key part of becoming Sportstown USA and you cannot have premier golf courses unless you have staff to maintain them.

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

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

Memo

To: City of Waterloo Leisure Services
JB Bolger

From: Doug Drinovsky

Date: 11/15/2025

Re: Retirement

I am writing to inform you of my retirement from the City of Waterloo's Leisure Services department effective January 16, 2026.

I would like to thank all the people that I have been fortunate enough to work with throughout my 36+ years of service. I have genuinely enjoyed my time with all three Golf Courses and appreciate the opportunities I have been given.

I wish everyone the best of luck!

Thank you

Doug Drinovsky

Doug Drinovsky

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

CITY OF WATERLOO IOWA
Community of Opportunity

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

GOLF MAINTENANCE II

DEPARTMENT	**LEISURE SERVICES**
SALARY	**$33.26 WITH $1.00 INCREASE AFTER 6 MO**
FLSA	**NON-EXEMPT**
CIVIL SERVICE	**INCLUDED**
BARGAINING UNIT	**CONSTRUCTION & PUBLIC EMPLOYEES LiUNA Local #177**

GENERAL STATEMENT OF DUTIES

Performs duties relating to maintenance and operation of an eighteen-hole municipal golf course. The work is performed under the general direction of the Golf Course Maintenance III (Course Superintendent) and Park Superintendent. If working weekends or in absence of Golf Maintenance III, will assume supervisory responsibilities. May supervise part time and seasonal employees.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

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

1. Operates and maintains specialized golf course turf equipment and irrigation system.
2. Applies pesticides, insecticides and other chemicals in the care of golf course vegetation.
3. Assists Golf Maintenance III in supervision of a crew involved in daily golf course maintenance operations.
4. Diagnoses and treats turf insect and disease problems.
5. Trims and prunes small trees and bushes on golf course and assists forestry crew on larger projects.
6. Moves tee markers, cuts cups, adjusts mowers, operates weed eater and repairs equipment.
7. Rakes turf and sand traps and rolls sod.
8. Organizes and completes golf course projects and programs in absence of Golf Maintenance III.
9. Prepares written records and reports.
10. Operates golf maintenance equipment either riding or on foot.
11. Performs golf course maintenance on uneven ground and while golfers are on course.
12. Works in trenches to perform irrigation system repairs; confined space entry when working in water pits and manholes for irrigation system.
13. Participates in department preventive maintenance program for vehicles and equipment.
14. Responds to questions from the public concerning golf course maintenance.
15. Directs the work of part time and seasonal workers as assigned.
16. Workload varies and may be repetitive.

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

17. If assigned to work weekends, will assume supervisory duties.
18. Works independently and with others with minimum supervision.
19. Attends work regularly at the designated place and time.
20. Works outside in all weather conditions; works near moving vehicles and equipment; operates equipment and tools that cause vibration; exposed to pesticides, insecticides and other chemicals; noise level is often loud.
21. Performs all work duties and activities in accordance with City policies, procedures and OSHA, City and Leisure Services safety rules and regulations.
22. Performs snow removal on City sidewalks and other City properties during winter months.
23. Assists with emergency flood preparations if major flooding is forecast.
24. Performs all other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Knowledge of and ability to diagnose and treat turf insect and disease problems as they affect golf courses.
2. Thorough knowledge of the techniques and principles of golf course management and maintenance.
3. Knowledge of occupational hazards and safety procedures of golf course work.
4. Ability to operate golf course maintenance equipment such as riding mower, tractor, cultivator, loader, chemical sprayer, backhoe, trencher and other specialized golf equipment for four to six hours at a time.
5. Ability to plan, assign and supervise part time and seasonal employees.
6. Ability to express ideas orally and in writing.
7. Ability to understand chemical hazard labels and keep chemical spraying records.
8. Ability to exercise independent judgment in completion of assigned projects.
9. Ability to respond to questions and comments from the public tactfully and politely.
10. Ability to communicate effectively and maintain working relationships with coworkers, supervisors, elected officials, golf pros and the public.
11. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. Bachelor's Degree from an accredited college or university with major course work in turf management, horticulture or a closely related field with minimum one year experience in golf course turf management

   OR

   Graduation from a two-year horticulture program with minimum three years' experience in golf course turf management

   OR

   High school graduate/G.E.D. with minimum five years' experience in golf course turf management

   OR

   Any equivalent combination of education and experience that provides the knowledge, skills and abilities necessary to perform the essential functions of the position.
2. Iowa Valid driver's license and good driving record based on City of Waterloo driver performance criteria. **Iowa Class A Commercial driver's license required within 6-month probation period**. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid,

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five years; four or more citations for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three-year period while driving on City business; three or more at-fault accidents within a three-year period. An applicant's driving record will be reviewed prior to an offer of employment and at least annually after hire.

3. State of Iowa Commercial Pesticide Applicators License for ornamental turf.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient strength and flexibility to perform assigned tasks.
2. Sufficient speech and hearing that permits the employee to communicate effectively with coworkers and the public.
3. Sufficient depth perception, distance and peripheral vision to safely operate vehicles and equipment in all weather conditions and to observe distance of golfers; sufficient color vision to note flag and tee markers and observe and diagnose turf diseases; sufficient dexterity to safely operate powered and manual golf course maintenance tools and equipment; sufficient hearing to understand verbal instructions, respond to questions from the public, diagnose equipment malfunctions and hear warnings of golfers.
4. Sufficient mobility that permits the employee to operate required equipment safely in all types of weather.

MISCELLANEOUS

1. Must wear personal protective equipment such as safety shoes, safety glasses, hearing protection, gloves, protective clothing and respirator.
2. Must submit to Department of Transportation requirements including pre-employment, post-accident, reasonable suspicion, random and return-to-duty/follow-up alcohol and drug testing.
3. Following a conditional offer of employment, the City of Waterloo requires a physical examination and a drug test by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of the position. Failure to pass the physical and drug test will result in withdrawal of the employment offer.
4. The City of Waterloo reserves the right to conduct a background investigation including driving, employment and education on any applicant being considered for this position. After a conditional offer of employment is made a criminal history record search may also be completed.
5. Must submit to and pass Civil Service examination procedures including a panel interview.

WORK SCHEDULE

Shift time will vary but will generally be an eight-hour shift between the hours of 5:00 a.m. and 3:30 p.m. with half-hour unpaid lunch break. May work Monday-Friday but could be scheduled to work weekends with

Docusign Envelope ID: 1BA95B40-C0F8-4607-BE4F-8A62D5EF9932

alternate days off (i.e. Monday and Tuesday). When working the weekend schedule, will assume supervisory duties. May be required to report after damaging storms.

EXAMINATION INFORMATION

Qualified applicants who apply by the deadline date will be required to appear before an interview panel consisting of a minimum of three people who have expertise in the areas being tested. An individual must receive a minimum average score of sixty points out of one hundred to achieve a passing score on the oral examination. The top applicants, as ranked by their scores on the oral examination will be the individuals placed on the certified list. Applicants who qualify as outlined and are full time regular employees of the City of Waterloo shall have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the armed forces of the United States who qualify per provisions of Chapter 35 of the Code of Iowa and who are citizens and residents of the United States shall have five additional points added to their final score upon submission of their DD214 or ten points added if they were awarded a Purple Heart or have a service-connected disability.

ORAL **EXAMINATION DATE**

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

GOLF MAINTENANCE II 2026

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.

715 Mulberry St, Waterloo, IA 50703
Phone: (319) 291-4303
Fax: (319) 291-4569
CITYOFWATERLOOIOWA.COM

January 22, 2026

TO: Honorable Mayor & City Council

We, the members of the Civil Service Commission, certify the following list of applicants, who are eligible based upon the examination process as set forth by the Civil Service Commission for the appointment to the position of Golf Maintenance II for the City of Waterloo, Iowa Leisure Services. This list shall be used to fill any vacancy in the Golf Maintenance II classification from January 22, 2026 – January 22, 2027.

CERTIFIED LIST

Nicholas Schissel*
Sam Hansen
Nate Offerman
Tyson Sprouse

Respectfully submitted,

Dr. Bev Smith Date

Dr. Robert Welch Date

Marianne Kurtenbach Date

*January 6, 2025 the Waterloo City Council voted to suspend the Civil Service hiring practices for entrance positions as allowed by the Iowa Administrative Code section 400.12A until January 6, 2027; therefore no signatures are required to certify this list.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Motion to approve the appointment of **Scott Shannon** from the current Civil Service List to the position of Downtown Area Maintenance II in the Leisure Services department, effective February 23, 2026.

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. DT_AREA_MAINTENANCE_II_11.2025

2. Downtown Area Maintenance II (exp 1.27)

Docusign Envelope ID: 03D37831-CD49-4B17-80B6-840FE037C0BD

PERSONNEL REQUISITION FORM

Check as applicable: ☒ To start recruiting or civil service process and/or ☒ To fill a vacancy
☐ Active Civil Service List Expires: _____

A proposed job description and questionnaire must accompany this form at time of submission to Human Resources.

****

Position Title: Downtown Area Maintenance II Department: Leisure Services

Reports To: DAM Foreman & Park Superintendent Work Location: Downtown & throughout the City

Employment Status:
☒ Regular Full Time ☐ Temporary Full Time from _____ to _____
☐ Regular Part Time ☐ Temporary Part Time from _____ to _____
☐ Regular 7-Month ☐ Intern/Co-op Student from _____ to _____

Type of Position:
Civil Service Position: ☒ Yes ☐ No
Bargaining Position: ☒ Yes ☐ No
Bargaining Group: 177
Non-bargaining Position: ☐ Yes ☒ No

Recommended Recruitment Sources:
☐ Internal Posting Only
☒ Internal Posting and External Advertising

****

Complete the following if the requisition is to fill a vacancy:

☐ New Position or ☒ Replacement Position for: Neal Miller Downtown Area Maintenance II
(Specify name and title of former incumbent)

If replacement, former incumbent: ☒ Retired/Resigned/Terminated ☐ Transferred ☐ Promoted

Date incumbent terminated employment: 11/5/25 Date of final payout: 11/26/2025

Anticipated start date: 1/1/26 No. of hours/week: 40 Work schedule: M-F 7:00am-3:30pm

Justification of need for position: Backfilling this vacancy is a critical step in addressing the ever-increasing demands placed on the Downtown Area Maintenance Crew. Duties of this position will include mowing, trimming, weeding, cleaning, chemical application, snow removal, equipment maintenance, irrigation repair etc.

What are the likely consequences if the position is not filled? Downtown Area Maintenance Tasks will not be adequately completed.

APPROVALS

Annual salary requirements: $66,497.60 Hourly Rate: $31.97 Benefits: $38,121.43
(Payroll taxes, pension, health ins.- assuming family)

Is position budgeted for this and future FYs? ☒ Yes ☐ No If no, how will position be funded? _____

Approved subject to the following conditions: _____

JB Bolge 11/6/25
Submitting Department Head Date

DocuSigned by: Quentin Hart 11/13/2025
Mayor D0525D78AAC8449... Date

Signed by: Bridgett Wood 11/13/2025
Chief Financial Officer D85E184ED4C748A... Date

Signed by: LANCE DUNN 11/13/2025
Human Resources Director 7C0B7C6E13E1427... Date

Signed by: Ray Fruss 11/13/2025
Human Resources Committee Chairperson 7F5E0E4C5E4C4F5... Date

Created 6/30/2017

Docusign Envelope ID: 03D37831-CD49-4B17-80B6-840FE037C0BD

PERSONNEL REQUISITION
Downtown Area Maintenance II

The following questions are provided as guidelines to assist you in developing your rational for the position of *Downtown Area Maintenance II* in the *Leisure Services* Department. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

(1) What are the key job responsibilities of this position?

Primary duties include maintenance of all downtown parks, plazas, and other public spaces including the Riverloop Amphitheatre, Marks Park, Arts Mall, Center for the Arts turf and landscaping, Riverloop Expo, City Hall, and the Cedar Valley Sportsplex grounds. The Downtown Area Maintenance Crew also maintains other beatified corridors of the City such as University Ave and soon LaPorte Road. Daily work will include mowing, trimming, weeding, cleaning, chemical application, snow removal, and other tasks tied to sound operational maintenance.

(2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not?

No. More labor-intensive properties have come on-line in recent years and more are on the way. Heavy usage of these locations requires additional maintenance. Current staff levels are insufficient to adequately maintain these areas.

(3) How is the work of this position being accomplished now?

At the time of filling out this questionnaire the incumbent was just terminated yesterday. We will have some deferred maintenance tasks until we can get the crew back up to full staff.

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

Yes.

(5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)?

Filling this position will allow the City to be compliant with State requirements dictating that Vision Iowa Projects be adequately maintained. By utilizing full time employment we are able to demand the most highly skilled and qualified workers to accomplish these goals.

Docusign Envelope ID: 03D37831-CD49-4B17-80B6-840FE037C0BD

(6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?

The cost savings for this position are not up-front. They will be realized in the long term when projects that were completed fifteen or twenty years ago are still in good condition and not in need of costly repair or replacement.

(7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time?

As mentioned in question #3, at the time of filling out this questionnaire the incumbent to the now vacant position was still on the job up to the end of day yesterday. Moving forward some comp time will probably be needed to complete key tasks.

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

Heavily used facilities within the Downtown River Renaissance Area have increased the workload dramatically over recent years. Staffing levels have remained flat during this time period. Additional items/areas added include:

- **Marks Park** (Sanitizing Play Surface, Emptying Trash Receptacles, Picking up Litter, Dirty Diapers, Etc)
- **Amphitheatre Seating Area** (Has to be hand mowed, string trimmed, repair irrigation heads next to the trail that are run over by events vehicles, chemical and fertilizer applications to turf, trim and weed native grass beds)
- **Arts Mall** area adjacent to the amphitheater needs frequent attention and cleaning
- **Kayak Marina District** on the Cedar River adjacent to the downtown Manatts concrete plant is a brand new area that includes new sidewalks, decorative pavement, litter receptacles, trees, turf, and new parking lots that have to be maintained
- **Upper Plaza** adjacent to Phelps Youth Pavilion (Power washing grease off of concrete after events, fixing irrigation in planters, weeding native grass and shrub beds.)
- **Grout Museum District** (chemical and fertilizer applications to all turf areas in the summer months)

Docusign Envelope ID: 03D37831-CD49-4B17-80B6-840FE037C0BD

- **Riverloop Trail System** (Sweeping trails of broken glass, cleaning off debris after high water events- does not need to be flooding to cover trails under bridges, painting over graffiti on floodwalls, snow removal)
- **Main Street Waterloo** (Has become more and more dependent on our assistance as they take on more beautification initiatives and have less volunteer help.
- **City Wide Festivals and Events** (Downtown Crew does more and more assisting with events setup such as My Waterloo Days, Irish Fest, Cedar Valley Pride Fest, Mayors Fun Run, and Center for the Arts outdoor events.)
- **Newly renovated Lincoln Park** (New decorative pavement, bricks, dance chime, and other amenities has increased maintenance needs from pervious years)
- **University Ave** Corridor including lots of native grass plantings, decorative landscape beds, roundabout with shrubs, trees, and grasses is maintained by the Downtown Area Maintenance Crew
- **LaPorte Road** Corridor including the same design template as University Ave is under construction and Phase I is nearing completion.

(9) If this position is not filled, what affect will it have on your department? What work will not get done? What costs will you incur? Please be as specific as possible.

The long term affect of not adequately staffing the Downtown Area Maintenance Crew will be deterioration of both new and existing facilities. Examples would include needing to replace decorative vegetation species, replacing park fixtures, and having to pay contractors to perform repairs that should be completed by City staff. Neglected properties tend to collect more litter and graffiti and are generally less utilized by citizens and visitors. Vision Iowa Grant requirements regarding maintaining funded projects will not be met without additional staff.

(10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation?

Most responsibilities must wait until the incumbent is back to work.

(11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change?

This position is needed to supplement a crew that is already in place. Due to the immense amount of equipment, knowledge, and training necessary to properly maintain all locations within this district it is not feasible to outsource this position.

(12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you?

Docusign Envelope ID: 03D37831-CD49-4B17-80B6-840FE037C0BD

This position is equally as important as every position that reports to me. This position also has close ties to the tourism industry in Waterloo. Groomed and well-maintained facilities like Riverloop Amphitheatre, Marks Park, Upper Plaza, and Expo Plaza can be utilized to attract new conventions, travelers, and the revenue that comes along with this business. A vibrant downtown district is important for both private retailers and the City of Waterloo.

(13) How does this position impact the Goals and Objectives for the City adopted by the City Council?

Filling this position supports a number of areas identified in the City of Waterloo 2030 Vision Plan. Specifically in item #6 "Power Up Downtown" the plan mentions that "It is incredibly important to continue to invest in downtown to maintain a thriving area attractive to business, housing, and supporting retail and services. A downtown serves as the heart of a community and is vital to keeping and attracting businesses."

Docusign Envelope ID: 03D37831-CD49-4B17-80B6-840FE037C0BD

CITY OF WATERLOO IOWA
Community of Opportunity

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

DOWNTOWN AREA MAINTENANCE II

DEPARTMENT	**LEISURE SERVICES**
SALARY	**$30.97/HR WITH $1.00 INCREASE AFTER 6 MO**
FLSA	**NON-EXEMPT**
CIVIL SERVICE	**INCLUDED**
BARGAINING UNIT	**CONSTRUCTION & PUBLIC EMPLOYEES LiUNA Local #177**

GENERAL STATEMENT OF DUTIES

Performs duties relating to care and maintenance for the landscape and hardscape of the Waterloo River Renaissance area, downtown parks and public places. Under the general direction of the Park Superintendent, but often working independently and with minimum supervision, supervises temporary seasonal employees.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

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

1. Responsible for daily maintenance operations and productivity of temporary seasonal maintenance employees including receiving and transmitting assignments, organizing projects, ensuring job completion and making required reports.
2. Operates and maintains specialized turf equipment and irrigation system.
3. Applies pesticides, insecticides and other chemicals in the care of landscape turf and vegetation.
4. Diagnoses and treats turf insect and disease problems.
5. Adjusts and repairs equipment, operates string trimmers, blower/vacs, and sweepers.
6. Rakes turf, sweeps walks and bike trails, picks up litter and trash.
7. Operates skid steer, utility tractor and forklift units as needed.
8. Operates turf maintenance equipment riding or on foot.
9. Performs landscape and hardscape maintenance on uneven ground and while public is present.
10. Works in trenches to perform irrigation system repairs; confined space entry when working in water pits and manholes for irrigation system.
11. Shovels and plows snow; operates sweeper/vacuums and garbage trucks for litter collection.
12. Participates in department preventive maintenance program for vehicles and equipment.
13. Responds to questions from the public concerning downtown area maintenance.
14. Directs the work activities of temporary seasonal and full-time employees as assigned.
15. Prepares written records and reports.

Docusign Envelope ID: 03D37831-CD49-4B17-80B6-840FE037C0BD

16. Works independently and with others with minimum supervision.
17. Attends work regularly at the designated place and time. May be assigned to evening and weekend work.
18. Works outdoors in all weather conditions; works near moving vehicles and equipment; operates equipment and tools that cause vibration; exposed to pesticides, insecticides and other chemicals; noise level is often loud.
19. Performs all work duties and activities in accordance with City policies, procedures, and OSHA, City and Leisure Services safety rules and regulations.
20. Performs all other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Knowledge of and ability to diagnose and treat turf insect and disease problems.
2. Thorough knowledge of the techniques and principles of turf and landscape management and maintenance.
3. Thorough knowledge of installation and maintenance of irrigation systems, including plumbing and electrical work.
4. Knowledge of occupational hazards and safety procedures of turf and landscape maintenance work.
5. Ability to operate turf maintenance equipment such as riding mower, tractor, loader, chemical sprayer and other specialized turf equipment for four to six hours at a time.
6. Ability to instruct, train and supervise temporary seasonal employees.
7. Ability to express ideas orally and in writing.
8. Ability to understand chemical hazard labels and keep chemical application records.
9. Ability to exercise independent judgment in completion of assigned projects.
10. Ability to respond to questions and comments from the public tactfully and politely.
11. Ability to communicate effectively and maintain working relationships with coworkers, supervisors, elected officials and the public.
12. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. Graduation from a two-year horticulture program with a minimum of one year of field experience in turf management

   OR

   High school graduation/G.E.D. with a minimum of two years of experience in turf and landscape management

   OR

   Any equivalent combination of education and experience that provides the knowledge, skills and abilities necessary to perform the essential functions of the position.
2. Iowa Class A Commercial Driver's License within 6 months of hire and good driving record based on City of Waterloo driver performance criteria. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation include habitual violator within the previous five years; four or more citations for moving violations within the previous three-year

Docusign Envelope ID: 03D37831-CD49-4B17-80B6-840FE037C0BD

period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation including habitual violator within the previous five years; two or more at-fault accidents within a three-year period while driving on City business; three or more at-fault accidents within a three-year period. An applicant's driving record will be reviewed prior to an offer of employment and at least annually after hire.

3. Iowa Pesticide Applicator's License by end of 6-month probation. Failure to obtain and maintain this license may result in disciplinary action up to and including termination of employment.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient strength and flexibility to perform assigned tasks.
2. Sufficient speech and hearing that permits the employee to communicate effectively with coworkers and the public.
3. Sufficient depth perception, distance and peripheral vision to safely operate vehicles and equipment in all weather conditions; sufficient color vision to observe and diagnose turf diseases.
4. Sufficient dexterity to safely operate powered and manual tools and equipment.
5. Sufficient hearing to understand verbal instructions, respond to questions from the public and diagnose equipment malfunctions.
6. Sufficient personal mobility that permits the employee to operate required equipment safely in all types of weather.

MISCELLANEOUS

1. Must wear personal protective equipment such as safety shoes, safety glasses, hearing protection, gloves, protective clothing and respirator.
2. Must submit to Department of Transportation requirements including pre-employment, post-accident, reasonable suspicion, random and return-to-duty/follow-up alcohol and drug testing.
3. Following a conditional offer of employment, the City of Waterloo requires a physical examination and a drug test by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of the position. Failure to pass the physical and drug test will result in withdrawal of the employment offer.
4. The City of Waterloo reserves the right to conduct a background investigation including driving, employment and education on any applicant being considered for this position. After a conditional offer of employment is made a criminal history record search may also be completed.
5. Must submit to and pass Civil Service examination procedures including a panel interview.

WORK SCHEDULE

Work schedule is based on an 8-hour day/40-hour week. Actual shift start time and days worked may vary depending on event schedule and season. Half-hour unpaid lunch break. Minimal overtime.

EXAMINATION INFORMATION

Docusign Envelope ID: 03D37831-CD49-4B17-80B6-840FE037C0BD

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

ORAL **EXAMINATION DATE**

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

DOWNTOWN AREA MAINTENANCE II 2025

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.

715 Mulberry St, Waterloo, IA 50703
Phone: (319) 291-4303
Fax: (319) 291-4569
CITYOFWATERLOOIOWA.COM

January 7, 2026

TO: Honorable Mayor & City Council

We, the members of the Civil Service Commission, certify the following list of applicants, who are eligible based upon the examination process as set forth by the Civil Service Commission for the appointment to the position of Downtown Area Maintenance II for the City of Waterloo, Iowa Leisure Services. This list shall be used to fill any vacancy in the Downtown Area Maintenance II classification from January 7, 2026 – January 7, 2027.

CERTIFIED LIST

Walker Zey
Kelby Haynes
Isaac Hoogestraat
Scott Shannon
Max Trasher

Respectfully submitted,

Dr. Bev Smith Date

Dr. Robert Welch Date

Marianne Kurtenbach Date

*January 6, 2025 the Waterloo City Council voted to suspend the Civil Service hiring practices for entrance positions as allowed by the Iowa Administrative Code section 400.12A until January 6, 2027; therefore no signatures are required to certify this list.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Don Hoeppner, Board/Commission: Community Development Board, Expiration Date: March 1, 2029, [New].

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. Boards and Commissions Application - Don Hoeppner

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

RECEIVED JAN 30 2025

Date: 1

I, Donald E. Hoeppner, request to be appointed to (state preference):
(Name)
1. Community Development 2. _____

Home Phone: _____ Cell Phone: 319-290-1657 Work Phone: _____

Email Address dehoeppner@gmail.com

Home Address 334 Normandy St. W'loo Zip Code 50703

Employer OAK View Group Title Director Sales & Marketing

Employer Address 200 W 4th St. W'loo, IA Zip Code 50701

How long have you resided in Waterloo? 40 yrs Email address: _____

List current membership in organizations and offices held: Rotary, AmVets

I am available for meetings: ☒ A.M. ☒ P.M. ☒ Noon ☒ Evenings

I am available to serve on a Board/Commission the entire year: ◉ Yes ○ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission:

Strong communication skills and leadership. Knowledge of local issues, with an understanding of urban development that directly impacts community well-being.

Additional information and comments that may not be evident from information already on this form:

I would greatly appreciate in the fact that I have an opportunity to directly improve my community by helping with policies and programs that would foster a positive change

References (include phone numbers): Mason Fromm - 319-404-8811

Ed Gallagher 319-215-2078 John Bunge 319-240-4900

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature _____

or RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301

Rev 02/20/2020

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Alexander Hottle, Board/Commission: Historic Preservation Committee, Expiration Date: February 16, 2029, [New].

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. Board & Commission Application - Alexander Hottle

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 02/02/2026

I, Alexander Hottle (Name), request to be appointed to (state preference):

1. Historic Preservation Committee 2. _____

Home Phone: _____ Cell Phone: 3194158497 Work Phone: 3195055928

Email Address alexander.hottle@advancedmidwest.com

Home Address 301 Frederic Ave Zip Code 50701

Employer Advanced Environmental Testing & Abatement Title Director of Business Development

Employer Address 803 Ricker Street Zip Code 50703

How long have you resided in Waterloo? 30 yrs Email address: alexander.hottle@advancedmidwest.com

List current membership in organizations and offices held: None at this time

I am available for meetings: ☑ A.M. ☑ P.M. ☐ Noon ☑ Evenings

I am available to serve on a Board/Commission the entire year: ◉ Yes ○ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission: I currently work for Advanced Environmental Testing & Abatement where we abate asbestos which allows historic buildings to be transformed into what their next life as a building has in store for them. Before this I oversaw the SingleSpeed Brewing taprooms. With all 3-most notably the Wonderbread Building- opting to use and maintain Historic/aging properties.

Additional information and comments that may not be evident from information already on this form: I have a passion for our community and preserving the rich history of it. Being a lifetime Waterloo resident has kept me invested in the community for myself and for the future of my family. Also being a part of several local businesses I understand the pros of revitalization for housing, business, tourism etc.

References (include phone numbers): Jared Hottle: 319-288-5382
Michael Poe: 319-404-2033
Andy Fuchtman: 319-415-2547

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature Alexander Hottle

or **RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301**

Rev 02/20/2020

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Darlington Debah, Board/Commission: Human Rights Commission, Expiration Date: February 16, 2029, [New].

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. Board & Commission Application - Darlington Debah

CITY OF WATERLOO
Community of Opportunity

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

RECEIVED JAN 27 2026

Date: January 27, 2026

I, Darlington T. Debah, request to be appointed to (state preference):
(Name)

1. Board / Commission 2. _____

Home Phone: 9785698125 Cell Phone: Same Work Phone: 3194331800

Email Address darlingtondebah@gmail.com

Home Address 128 Spieker Rd Waterloo IA Zip Code 50701

Employer Waterloo School Title _____

Employer Address 1516 Washington St Waterloo Zip Code 50702

How long have you resided in Waterloo? 10 yrs Email address: _____

List current membership in organizations and offices held: _____

I am available for meetings: ☑ A.M. ☐ P.M. ☐ Noon ☐ Evenings

I am available to serve on a Board/Commission the entire year: ◉ Yes ○ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission:

I have Served in Various leadership positions ~~Inda~~ Including President of Professional FC (Liberia), vice President Liberian Association in Waterloo and President of bigFive International.

Additional information and comments that may not be evident from information already on this form: ____

References (include phone numbers): Quentin Hart - 319504-0010

Latonya Graves - 319-830-3576.

Vikki Brown - 319-980-1066

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature D T. D

Rev 02/20/2020

or **RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301**

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Tom Christensen, Board/Commission: Leisure Services Commission, Expiration Date: March 1, 2029, [New].

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. Boards and Commissions Application - Tom Christensen

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 12/22/2025

I, Tom Christensen (Name), request to be appointed to (state preference):

1. Waterloo Leasure Services Board 2. _____

Home Phone: N/A Cell Phone: 319-429-2886 Work Phone: N?A

Email Address tomandlaurachristensen@gmail.com

Home Address 1805 Pinehurst Lane Zip Code 50701

Employer Retired Title N?A

Employer Address N?A Zip Code N?A

How long have you resided in Waterloo? 30+ yrs Email address: tomandlaurachristensen@gmail.com

List current membership in organizations and offices held: Iowa Golf Association Board and Iowa Golf Foundation, both as a board member and President. (2005-2020). United States Golf Association-Committee Member since 2010.

Waterloo Leasure Services-Board and eventually Chairman, 2018-February 2025

I am available for meetings: ☑ A.M. ☐ P.M. ☑ Noon ☐ Evenings

I am available to serve on a Board/Commission the entire year: ◉ Yes ○ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission:

I have served perviously and believe I have the history to continue with aiding the great Leasure Services does. Strong background in Golf and outdoor Winter Sports. Grew up with all the sports programs as a youth.

Additional information and comments that may not be evident from information already on this form:

None; I would refer to both Todd, J.B., and other Leasure Services staff for their opinions.

References (include phone numbers):

J.B. Bolger 319-291-4370

Todd Derifield 319-291-4370

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature Tom Christensen

or **RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301**

Rev 02/20/2020

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Tim Moses, Board/Commission: Leisure Services Commission, Expiration Date: March 1, 2029, [Renewal].

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. Board of Commission Application - Tim Moses

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

RECEIVED OCT 06 2020

Date: 10/6

I, Tim Moses request to be appointed to (state preference):
(Name)

1. Sports Plex Recreation Board 2. _____

Home Phone: — Cell Phone: 319-830-9603 Work Phone: 319-433-2400

Email Address MOSESTP@waterlooschools.org

Home Address 4826 Winghaven Dr. Zip Code 50701

Employer Waterloo Community Schools Title Administrator/Athletic Director

Employer Address 214 High St. Zip Code 50703

How long have you resided in Waterloo? 56 yrs Email address: _____

List current membership in organizations and offices held: East High Golf Committee
UNI Football Gridiron Club
Panther Scholarship Club
UNI Campaign Steering Committee

I am available for meetings: ☒ A.M. ☒ P.M. ☐ Noon ☐ Evenings

I am available to serve on a Board/Commission the entire year: ● Yes ○ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission:
Community Member
Involvement in Athletics
Educational Background.

Additional information and comments that may not be evident from information already on this form:
I am committed to serving the City of Waterloo, and would like to work with others in moving this city forward.

References (include phone numbers):
Mike Alley - 319-404-0417
Sheryl Annette 319-830-7404

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature Tim Moses

Submit Application Here

or RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301

Rev 02/20/2020

Fulfills term vacated by Xavier Leonard; 1st partial term; exp. 3/1/23
1st full term 2/20/23 exp 3/1/26

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Allison Richter, Board/Commission: Leisure Services Commission, Expiration Date: March 1, 2029, [Renewal].

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. Board of Commission Application-Allison Richter

RECEIVED JAN 1 3 2023

CITY OF WATERLOO
Community of Opportunity

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 01/12/2023

I, Allison Z. Richter (Name), request to be appointed to (state preference):

1. Waterloo Leisure Services Commission Board 2. _____

Home Phone: N/A Cell Phone: 8159800032 Work Phone: N/A

Email Address allisonzrichter@gmail.com

Home Address 506 Terrace Drive Zip Code 50702

Employer Univ. of Iowa/upon grad. Shuttleworth & Ingersoll (Waterloo office) Title Student&TA / Associate Attorney

Employer Address 21 E. Market Street, Iowa City, IA Zip Code 52242

How long have you resided in Waterloo? 2 yrs Email address: allisonzrichter@gmail.com

List current membership in organizations and offices held: Volunteer Assistant Coach - Waterloo West Girls Basketball; Peer Advisor - University of Iowa College of Law; Contributing Editor - Iowa Law Review Journal

I am available for meetings: ☑ A.M. ☑ P.M. ☑ Noon ☑ Evenings

I am available to serve on a Board/Commission the entire year: ◉ Yes ○ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission: I have been dedicated to recreational activities since my youth and believe that public facilities allow for better accessibility for the community. My childhood was largely filled with playing sports, which began for me at local public facilities. I have continued my passion for sports in college by playing in recreational leagues and now help coach West Girls Basketball. My family has enjoyed the local public parks, trails, and facilities in Waterloo and I would like to contribute to maintaining and enhancing these resources.

Additional information and comments that may not be evident from information already on this form: I am a law student graduating in May 2023 from the University of Iowa College of Law. I commute from Waterloo, as my husband and I live here. I grew up in Rockford, IL, where my first job in high school was working at a free summer day camp through our local park district, hosted at various public parks, with children with disabilities.

References (include phone numbers): Tom Christensen - 319-429-2886
Dr. Anthony Pappas - 319-215-2294
A.J. Cassidy - 319-270-0059

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

1st full term 2/20/23 exp 3/1/26

Signature Allison Richter Digitally signed by Allison Richter Date: 2023.01.12 21:59:41 -06'00'

or **RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301**

Rev 02/20/2020

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Lori Eberhard, Board/Commission: Main Street Board, Expiration Date: December 31, 2027, [New].

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. Board & Commission Application - Lori Eberhard

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 10/16/2025

I, Lori Eberhard, request to be appointed to (state preference):
(Name)

1. Promotions Chair 2. _____

Home Phone: _____ Cell Phone: 319-415-3194 Work Phone: 319-269-6705

Email Address lori.eberhard@dnr.iowa.gov

Home Address 1908 E MITCHELL AVE., WATERLOO IA, Zip Code 50702

Employer IA DNR George Wyth State Park Title Park Manage

Employer Address 3659 WYTH RD, WATERLOO IA Zip Code 50703

How long have you resided in Waterloo? 37 yrs Email address: lori.eberhard@dnr.iowa.gov

List current membership in organizations and offices held:
Iowa Women In Natural Resources, Treasurer, CVTP, HCC Natural Resources Advisory Chair

I am available for meetings: ☐ A.M. ☐ P.M. ☑ Noon ☑ Evenings

I am available to serve on a Board/Commission the entire year: ◉ Yes ○ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission:
I have been on the promotions council for 5 years and really enjoy all the different events that we have for downtown and meeting so many different people

Additional information and comments that may not be evident from information already on this form:
Being apart of MSW Promotions has helped me promote downtown to the visitors that come to George Wyth which adds to their experiences and encourages them to come back for other events throughout the year.

References (include phone numbers): Kriss Dufour-319-231-0886, Jessica Rucker-319-504-1234

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature Lori E Eberhard

or **RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301**

Rev 02/20/2020

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Michelle Simon, Board/Commission: Main Street Board, Expiration Date: N/A, [New].

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. Board & Commission Application - Michelle Simon

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 11/24/2025

I, Michelle Simon, request to be appointed to (state preference):
(Name)

1. Main Street Waterloo Board of Directors as Secretary 2. _____

Home Phone: _____ Cell Phone: 319-830-8937 Work Phone: 319-888-3940

Email Address simon.michelleann@gmail.com

Home Address 218 Maryland Ave Waterloo Zip Code 50701

Employer Open Door Hospitality Title Director of Sales

Employer Address 7400 Hudson Rd Cedar Falls Zip Code 50613

How long have you resided in Waterloo? 30 yrs Email address: dos@opendoorhospitality.com

List current membership in organizations and offices held: _____

Executive Board Member, Cedar Valley Pridefest

Board President, Friends of the Waterloo Center for the Arts

I am available for meetings: ☑ A.M. ☑ P.M. ☑ Noon ☐ Evenings

I am available to serve on a Board/Commission the entire year: ◉ Yes ○ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission: _____

I have been a MSW volunteer for over 13 years. I am a fierce supporter of the downtown district and am committed to actively giving back while helping to create meaningful experiences for residents, and helping to shape a thriving , welcoming downtown.

Additional information and comments that may not be evident from information already on this form: ___

References (include phone numbers): Nick Hedrick, 319-290-4475

Jessica Rucker, 319-504-1234

Chawne Paige, 319-610-4842

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature Michelle Simon

***or* RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301**

Rev 02/20/2020

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Jennifer Nance, Board/Commission: Main Street Board, Expiration Date: December 31, 2028, [New].

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. Board & Commission Application - Jennifer Nance

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 12.03.2025

I, JENNIFER A. NANCE (Name), request to be appointed to (state preference):

1. MAIN STREET WATERLOO 2. _____

Home Phone: (720)329-4581 Cell Phone: (720)329-4581 Work Phone: (319) 234-0280

Email Address jennifer.nance9@gmail.com

Home Address 911 1/2 Lafayette st Zip Code 50703

Employer NEWTONS PARADISE CAFE Title OWNER/ OPERATOR

Employer Address 128 E. 4TH STREET Zip Code 50703

How long have you resided in Waterloo? 8 yrs Email address: jennifer.nance9@gmail.com

List current membership in organizations and offices held:

PINK BOOTS SOCIETY IOWA CHAPTER MEMBER - 2017-PRESENT

PINK BOOTS SOCIETY IOWA CHAPTER CO-LEADER 2021-2023

I am available for meetings: ☑ A.M. ☑ P.M. ☑ Noon ☑ Evenings

I am available to serve on a Board/Commission the entire year: ◉ Yes ○ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission:

AS A RESIDENT & BUSINESS OWNER IN DOWNTOWN WATERLOO, I HOPE TO BRING MY UNIQUE PERSPECTIVE TO THE BOARD.

Additional information and comments that may not be evident from information already on this form: _____

References (include phone numbers): _____

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature _____

Rev 02/20/2020

or RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Zach Hansen, Board/Commission: Main Street Board, Expiration Date: December 31, 2027, [New].

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. Board & Commission Application - Zach Hansen

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 10/15/2025

I, Zach Hansen (Name), request to be appointed to (state preference):

1. Economic Vitality Chair | MSW 2. _____

Home Phone: _____ Cell Phone: (319) 215-9469 Work Phone: (319) 529-7846

Email Address Zacharyh@woodruff.build

Home Address 1433 Hummingbird Cir. Zip Code 50702

Employer Woodruff Const Title Preconstruction Manager

Employer Address 1717 Falls Ave. Zip Code 50701

How long have you resided in Waterloo? 6 yrs Email address: Zacharyh@woodruff.build

List current membership in organizations and offices held: Main Street Waterloo EV Council Member
Cedar Valley Young Professionals Board Member.

I am available for meetings: ☒ A.M. ☒ P.M. ☒ Noon ☒ Evenings

I am available to serve on a Board/Commission the entire year: ◉ Yes ○ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission:
I have served MSW as EV chair, VP + President in the past. I have a good working relationship w/ downtown businesses.

Additional information and comments that may not be evident from information already on this form: _____

References (include phone numbers): Jess Rucker (319) 504-1234
John Mallen (515) 571-5471
Jake Bauer (712) 304-1795

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature _____

or RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301

Rev 02/20/2020

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Phillip Shirk, Board/Commission: Planning and Zoning Commission, Expiration Date: August 15, 2028, [Renewal].

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. Board & Commission Application - Phillip Shirk

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

RECEIVED JUL 2 9 2022

Date: 07/29/2022

I, Phillip D. Shirk (Name), request to be appointed to (state preference):

1. Planning and Zoning Commission 2. _____

Home Phone: 319-239-4446 Cell Phone: 319-239-4446 Work Phone: 319-505-2202

Email Address pshirk2@icloud.com/phillip@amywienands.com

Home Address 1732 Pinehurst Lane Zip Code 50701

Employer AW Commercial Title President

Employer Address 1730 West Ridgeway Zip Code 50701

How long have you resided in Waterloo? 31 yrs Email address: pshirk2@icloud.com

List current membership in organizations and offices held:

Sunnyside Country Club Board Member

I am available for meetings: ☑ A.M. ☑ P.M. ☑ Noon ☑ Evenings

I am available to serve on a Board/Commission the entire year: ◉ Yes ○ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission:

I have been in real estate for almost 10 years

Developer for about 5

Additional information and comments that may not be evident from information already on this form: ___

References (include phone numbers): Noel Anderson

Amy Wienands 319-240-7247

Matt Gardner 319-231-2924

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature _____

Appt'd to 1st full term 8/15/22; exp. 8/15/25

or **RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301**

Rev 02/20/2020

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Theodore Batemon, Board/Commission: Telecommunications, Expiration Date: January 1, 2032, [Renewal].

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. Board & Commission Application - Theodore Batemon

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS

RECEIVED JAN 22 2020

APPLICATION Date: 1-21-2020

I, _____, request to be appointed to (state preference):
(Name)
1. Theodore 2. Batemon Telecommunications

Home Phone:_____ Cell Phone: 319-404-3212 Work Phone: 319-235-5556 EmailAddress TBatemon@eengineering.com

Home Address 913 Home Park Blvd

ZipCode 50701 Employer Electronic Engineering

Title Branch Manager

Employer Address 750 Ansborough Ave ZipCode 50701

How long have you resided in Waterloo? 34 yrs Email address:_____ List current membership in organizations and offices held: Grow Cedar Valley Chamber Board, JA Board of Directors, Boys and Girls Club Safety Board, ASWG Memeber

I am available for meetings: A.M. P.M. Noon Evenings
I am available to serve on a Board/Commission the entire year: xYes No If no, list months not able to serve:

Briefly explain your qualifications for appointment to a designated Board/Commission:

Extensive work in Communications Equipment and senior advisory role.

Additional information and comments that may not be evident from information already on this form:

References (include phone numbers): Mayor Quentin Hart

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Appt'd to 1st term 2/24/20; exp 2/24/26

Signature_____ TAB_____

RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703
FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301

Rev 04/11/18

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Mayor Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Heidi Warrington, Board/Commission: Waterloo Veterans Memorial Hall Commission, Expiration Date: February 16, 2029, [New].

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. Board & Commission Application - Heidi Warrington

CITY OF WATERLOO
Community of Opportunity

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 12 January 2025

I, Heidi A. Warrington (Name), request to be appointed to (state preference):

1. Waterloo Veterans Memorial Hall Commission

Home Phone: [redacted] Cell Phone: 808·230·0743 Work Phone: N/A

Email Address heidi.a-warrington@gmail.com

Home Address 525 Martin Road Waterloo Iowa Zip Code 50701

Employer Retired Title Colonel US Army Nurse

Employer Address _____ Zip Code _____

How long have you resided in Waterloo? 8 yrs Email address: _____

List current membership in organizations and offices held: Life Member Reserve Officer Association
Deacon, Daughters of American Revolution Member MOAA
Court Appointed Special Advocate (CASA) for children in foster care
Westminster Presbyterian church deacon/nominating committee VA Medical Research Member
President, Waterloo Cemetery Commission

I am available for meetings: ☑ A.M. ☑ P.M. ☑ Noon ☑ Evenings

I am available to serve on a Board/Commission the entire year: ◉ Yes ○ No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission:
Served 34 years in 14 countries + 5 wars as Combat Army NS - came home to Waterloo (my home town), former Black Hawk County VA Commissioner x 6yrs (Board President x 2yrs), Veteran keynote speaker @ local schools, Memorial Day Parade/Program etc

Additional information and comments that may not be evident from information already on this form: ____

References (include phone numbers): David Grimm 319·239-7210
Mel Wittwer 319-939-8618

I understand this application does not bind me to accept an appointment should it be offered, nor does it guarantee an appointment to a Board/Commission. If selected, I will be available to attend appropriate training sessions. This application will remain valid and on file for one calendar year from above date.

Signature Heidi A. Warrington

or RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703 FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301

Rev 02/20/2020

Nancy Higby

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Communication from the Leisure Services Department on the notice of the conclusion of employment of Doug Drinovsky, Golf Maintenance II, effective January 15, 2026, with recommendation of approval of payout of $7,896.93 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. DRINOVSKY PAYOUT 2.16.2026

CITY OF WATERLOO IOWA
Community of Opportunity

City Council Notice of Employment Severance

Today's Date: 1/28/2026 **Department:** Leisure Services

Effective Date: 1/15/2026 **Job Classification:** Golf Maintenance

Employment Date: 12/2/1992 **Employee Name:** Doug Drinovsky

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	8.25	$ 34.26		$ 282.65
Vacation-Current	200	$ 34.26		$ 6,852.00
Usable Sick Leave	8	$ 34.26	25%	$ 68.52
Casual Hours	20.25	$ 34.26		$ 693.77
Comp Time Pay	0	$ 34.26		$ -
Unscheduled Leave	0	$ 34.26		$ -
Other Pay	0	$ 34.26		$ -
		Total Payment		**$ 7,896.93**

Comments _____

Approved by _____ **Date** 1/28/26

Human Resources Nicole Fischels **Date** 01/28/2026

Council Agenda Date: 2/16/2026 KMW

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
City Clerk Department

MEETING DATE
February 16, 2026

AGENDA ITEM TITLE
Motion to receive and file the Veterans Memorial Hall Commission minutes of January 28, 2026.

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. Minutes of 1.28.2026

MEMORIAL HALL COMMISSION
January 28, 2026
5:00 p.m.
Veterans Memorial Hall

Members present: Craig White in the Chair, David Grimm, Stephen Grimm (A), Mel Wittwer, Frank McCaw, Jim Lentfer. John Mrzlak, Randy Miller and Richard Day were absent.

Also in Attendance: Heidi Warrington, LeAnn Even, Deputy City Clerk

Moved by D. Grimm seconded by S. Grimm, that the agenda be approved. Voice vote-Ayes: Six. Motion carried.

Moved by Wittwer seconded by Lentfer, that the Minutes of November 19, 2026, be approved. Voice vote-Ayes: Six. Motion carried.

Citizen's Oral Comments

Heidi Warrington shared that she serves as the President of the Waterloo Cemetery. At last night's Waterloo Cemetery Board meeting, a motion was made and approved to pick a plot in their cemetery and place an inground vault that will be filled with American flags that are yet to be interred, including any city flags that need replacing. In the fall, there will be a ceremony to dedicate the burial of flags. She further shared that if they are unable to get a vault donated, Eric Locke said that the funeral home will pay for the vault to make this happen.

The board members discussed the item with Heidi Warrington.

Moved by D. Grimm seconded by S. Grimm, to approve the placing of a vault and holding a ceremony in the fall or the burial of flags. Voice vote-Ayes: Six. Motion carried.

Chairperson's Report

Craig White commented that Frank signed papers today for the next Honor Flight scheduled for June 9, 2026, and shared that the price has gone up significantly. Details of the April 18 fundraising event are still being worked out. Heidi Warrington questioned if the flight would be open to more than Vietnam vets. David Grimm explained that it cannot be expanded because it is set at the national level and participation is limited to veterans from 1975 and back.

Committee Reports

Building, Grounds & Operations – Chairperson Mel Wittwer

Mel Wittwer shared that he has received three brick orders. He commented that he is waiting to hear back from Greg Ahlhelm on the status of quotes for the flooring project. There will be one quote for the kitchen and a separate one for the rest of the first floor. Greg told him that the jobs will need to be done separately because the city budget cannot support the whole project until the new fiscal year. The board members discussed anticipated costs, funding options and timing of the phases and agreed their preference is to have the kitchen done before July.

Operations – Chairperson David Grimm

Dave Grimm reported on upcoming events. He shared that the UAW volunteered to be in charge of the Memorial Day parade this year. Dave commented on the need for a new sound system before the event as well as stage rental. He went on to share that the America250 celebration will be in July, and he is the representative for the Memorial Hall. He requested permission to speak with the new mayor and brief him on the planned event. The board granted permission.

Dave spoke on the need to amend the Constitution and By-Laws by adding both the Forty and Eight and the Daughters of the American Revolution and removing Rolling Thunder as they have disbanded.

Moved by D. Grimm seconded by S. Grimm to approve for the first time, the proposed amendments to the Constitution and By-Laws. Voice vote-Ayes: Six. Motion carried.

He shared that a Town Hall meeting will be held on September 19th and provided an update on the T-shirt fundraising efforts and reviewed the minimum order requirements. Jim Lentfer commented on how much money has been received so far.

Heidi Warrington shared that her brother may be willing to pay at least half of the cost of the PA system. Her brother asked Dave Hook, a sound man for Deja Blue, if he could find a PA system appropriate for this building. She commented that she is not sure yet, but it could be that the PA system may be covered by the Hultman side of the family.

Dave explained that it is necessary to replace two 3x5 flags. The board members discussed how these would be paid for. Heidi shared that the previous mayor said he would push for money for that, but she is unaware if the new mayor has honored that. Dave Grimm commented that he would talk with the mayor.

Educational/Historical/Artifacts Preservation – Chairperson Frank McCaw

Frank McCaw shared that there will be at least two interns from UNI coming in the spring. He provided an update on the grave registration forms previously discussed. Laura Benson has begun photographing each grave registration form for a project she is working on to map every veteran gravesite in Black Hawk County.

He shared that the Artifacts Committee has decided they would like to hold a town hall meeting, tentatively set for September 19, 2026. Invitations would be sent out to national and state candidates and local offices that have anything to do with veteran affair legislation and processes. He provided a brief overview of what the meeting would look like. Members of the board offered suggestions. Frank said that after looking at the history of the building and how the GAR sponsored a number of political rallies and debates, the committee believes this is an appropriate thing for Veterans Memorial Hall to sponsor and they only need the endorsement of the commission to proceed with planning efforts.

Moved by Lentfer seconded by S. Grimm to endorse the town hall meeting. Voice vote-Ayes: Six. Motion carried.

Finance/Fundraising – James Lentfer

Jim Lentfer shared that he and Frank had met recently with Bridgett Wood to talk about the allocated funds for Memorial Hall. He explained that he had received an email from Bridgett showing the balance of those dollars and passed out copies to the board members for review and discussion. Frank commented that the information contained in the email is confusing and that the numbers shown do not match what was shared during their recent meeting with Bridgett. The board members agreed that for transparency and accountability, it is necessary that she include how the money was spent, as those funds are to be used at the discretion of the commission. Furthermore, there needs to be an understanding of which contractual services, such as janitorial, are the responsibility of the commission versus the city. Following the discussion the board determined that it was necessary to request a meeting with the mayor and finance director.

Moved by Wittwer seconded by S. Grimm to table the approval of this month's financial report until there is clarity on the accounting process. Voice vote-Ayes: Six. Motion carried.

Jim Lentfer led a discussion on whether to accept having a lighting assessment to see if we can get rebates on electricity. Craig White directed Jim to refer this to the city.

Unfinished Business

First discussion on proposed amendments to the Constitution.

This matter was discussed under Operations by David Grimm.

New Business

Dave Grimm shared that he and Jim Lentfer attended Vets on the Hill this past week. They were able to talk with legislators and received backing from Sandy Salmon to bring a bill back to the House regarding property tax relief for disabled veterans who are not deemed 100% disabled.

With no further business before the commission, it was moved by S. Grimm seconded by D. Grimm that the meeting be adjourned at 5:47 p.m. Voice-vote Ayes: Six. Motion carried.

LeAnn Even
Deputy City Clerk

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Steven Kjergaard, Director of Aviation
Airport Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Motion to receive and file Airport Board minutes of December 17, 2025.

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. Airport Board Minutes of December 17, 2025

MINUTES

WATERLOO REGIONAL AIRPORT BOARD

Wednesday, December 17th, 2025

I. ROLL CALL

Vice Chair, Gwenne Berry, called the meeting to order at 12:03 p.m.

Board Members Present:	David Deeds (TEAMS), Arlene Humble, Gwenne Berry, Scott Cook and Katy Susong.
Board Members Absent:	Scott Voigt, Chris Bering
City Officials Absent:	John Chiles and Ray Feuss, Council Liaisons
Airport Staff Present:	Steven Kjergaard, Sheila Combs
Additional Attendees:	David Hughes, AECOM; Elliott Lindgren, Bolton & Menk; Keith Kaspari, District Representative from Congresswoman Hinson's Office; Martin Hoel, AOPA

II. AGENDA AS RECEIVED OR AMENDED

Moved by Mrs. Humble, seconded by Mrs. Susong, to accept the agenda as received. Ayes: 4. Motion carried.

III. PUBLIC COMMENTS

Martin Hoel thanked Mrs. Berry for conversation with FAA to repair navaids, which they are now working on. Mrs. Berry passed the thanks on to Mr. Kjergaard, who actually spoke with FAA techs.

IV. REPORTS

A. Airport Director's Written Summary

Mr. Kjergaard asked if there were questions about the information in his written report and stated that the contractor selected for the boarding bridge project has switched manufacturers, due to a greatly increased wait time for the intended bridge. The new bridge should be ready to install in the fall of 2026, at the same cost as originally bid.

Mr. Kjergaard also stated that the Terminal refresh project should start soon, with cost information having been received for pre-authorization on the second floor carpet.

B. Miscellaneous Airport Reports

No discussion.

V. BOARD APPROVAL

A. Approval of Minutes of November 19, 2025 Meeting

Mrs. Humble moved approval of the minutes of the November 19, 2025 meeting, seconded by Mr. Cook. Ayes: 4. Motion carried.

B. Motion to Receive and File November 2025 Expenses

Mr. Cook moved that the November 2025 expenses be received and filed, seconded by Mrs. Susong. Ayes: 4. Motion carried.

VI. OLD BUSINESS

A. Goals Discussion

Tabled until January.

VII. NEW BUSINESS

A. CIP Discussion

Reviewed and discussed 10-year CIP. Mr. Cook moved Board's concurrence with CIP, as presented, seconded by Mr. Susong. Ayes: 4. Motion carried.

B. Additional Marketing Funding Request

Mr. Deeds presented a plan and asked for funding to promote the airport through radio ads with Coloff Media, locally, as well as on stations in New Hampton and Charles City, over a 6-month period, at $1,000 per month. Moved by Mrs. Humble, seconded by Mr. Cook, to approve this request. Ayes: 4. Motion carried.

Mr. Deeds stated that he is also waiting for a proposal for a 3-month billboard campaign, at approximately $5,000 in total. He will come back to the Board once the written proposal is received.

C. Miehe Engagement for Additional Rental Car Providers

Mr. Deeds discussed preliminary talks with Miehe Commercial Real Estate to facilitate negotiations with Hertz and Enterprise, to base their local operations at the airport. Board members agreed this would be a worthwhile proposal, so Mr. Deeds will continue to work on the agreement and bring it back in January.

D. Rates and Charges Result Discussion

Mr. Kjergaard reviewed results received from responding airports. No major discrepancies were discovered.

VIII. STAFF AND BOARD MEMBER COMMENT

IX. ADJOURNMENT

Mrs. Susong moved the meeting be adjourned at 12:44 p.m., seconded by Mrs. Humble. Ayes: 4. Motion carried.

Respectfully submitted,

David Deeds, Chairperson

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
City Clerk Department	February 16, 2026

AGENDA ITEM TITLE

Liquor Licenses

Family Dollar, 2206 Kimball Avenue, Class B w/Sunday Sales (Ownership Updates) 07/31/2026.
Family Dollar, 1608 University Avenue, Class B w/Sunday Sales (Ownership Updates) 03/07/2026.
La Cava 126 E. Ridgeway Avenue, Class C w/Sunday Sales (Ownership Updates) 01/31/2026.
National Cigar Store/Sycamore Convenience, Class E w/Sunday Sales (Ownership Updates) 03/11/2026.
Prime Mart, 3535 Marigold Drive, Class E w/Sunday Sales (Renewal) 01/19/2027.
National Cattle Congress, Inc., 2501 Ansborough Avenue, Class C w/Sunday Sales (Ownership Update) 02/28/2026.
Neighborhood Mart, 2102 Lafayette Street, Class E, w/Sunday Sales (Renewal) 11/14/2026.

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 16, 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
1. ROW BONDS 2.16.2026

RIGHT OF WAY BONDS
FOR
COUNCIL APPROVAL
February 16, 2026

2497010	RICHARD BIECHLER ELECTRIC, LLC; IDEAL CONSTRUCTION, LLC DBA ADVANCED DIRECTIONAL DRIILLING	DUBUQUE, IA

RIGHT OF WAY CONSTRUCTION BOND

No. 2497040

Applicant's Telephone Number: 319 560 6449

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), Richard Biechler Electric, LLC; Ideal Construction, LLC dba Advanced Directional Drilling,

of PO Box 707 (Street), Dubuque, IA 52004 (City, State),

as Principal, and West Bend Insurance Company of

1900 S 18th Ave, West Bend, WI 53095-8796,

as Surety, are held and firmly bound unto the City of Waterloo, Black Hawk County, Iowa, in the penal sum of TWENTY THOUSAND DOLLARS ($20,000.00) lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Principal herein firmly binds (himself) (herself) (themselves) their heirs, executors and administrators, and the said Surety binds themselves, their successors, assigns, executors and administrators, jointly and severally, firmly by these presents.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that, by the provisions of the Ordinances of the City of Waterloo, Iowa, a Surety Bond in the sum of Twenty Thousand Dollars ($20,000.00) must be filed with the City Clerk/Auditor of the City of Waterloo, Iowa, before one may engage in construction, reconstruction or excavation in the public right of way in said City.

NOW, THEREFORE, if the above bounden Richard Biechler Electric, LLC; Ideal Construction, LLC dba Advanced Directional Drilling of PO Box 707, Dubuque, IA 52004 will faithfully perform any and all duties and abide by any and all regulations required by said Ordinances regulating the construction, reconstruction and excavation projects within said City; and if (he), (she), (they) will promptly pay to said City any and all sums and amounts due or that may become due or owing by reason of or under said Ordinances; and if (he), (she), (they) will pay all fines imposed upon (him), (her), (them), or a violation of said Ordinances occurring during the life of this bond; and if (he), (she), (they) will indemnify and keep the City harmless from all liability for any accident and/or damages arising from (his), (her), (their) doing, protecting or completing the work, then this obligation to be null and void, otherwise to remain in full force and effect.

The effective date of this Bond is April 30, 2025, through April 30, 2026.

Witness our hands this 7th day of March, 2025

Richard Biechler Electric, LLC; Ideal Construction, LLC dba Advanced Directional Drilling

PRINCIPAL

By: _____

Printed Name: Richard Biechler

PLEASE MAIL TO:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

West Bend Insurance Company

SURETY

By: _____
Attorney-in-fact

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

WEST BEND®

Bond No. 2497040

POWER OF ATTORNEY

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Jason Enders

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Twenty Thousand Dollars and Zero Cents 20,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS

Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

JULI BENEDUM NOTARY PUBLIC STATE OF WISCONSIN

Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 7th day of March, 2025.

WEST BEND INSURANCE COMPANY CORPORATE SEAL WASHINGTON CO. WIS

Christopher C. Zwygart
Christopher C. Zwygart
Secretary

1900 S 18th Avenue | West Bend, WI 53095 | Phone: (800) 236-5010 | Fax: (877) 674-2663 | www.thesilverlining.com

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	February 16, 2026

AGENDA ITEM TITLE

Demolition and Site Clearance Services, Contract No. D-2026-02-08P.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The properties were acquired by the City through 657A action, and have been tested and abated for asbestos and are now ready to be demolished. The 8 homes are all dilapidated and not feasible to be rehabbed, so demolition will remove the blighted structures from the neighborhoods and make the lots available for new residential development. The homes include: 411 Logan Avenue, 127 Newell Street, 1712 E. 4th Street, 227 Ricker Street, 418-420 Courtland Street, 708 Mobile Street, 406 Randall Street, and 718 W. 2nd Street.

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

Estimate $115,000. Source of funds: Nuisance Abatement bonds and/or TIF funds.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Demolition Contract D-2026-02-08P contractor signed
2. Demolition RFB Contract D-2026-02-08P
3. Addendum to Exhibit B Demolition Specifications Draft
4. Aerials and Reports
5. Bid Tabulation

CONTRACT D-2026-02-08P
CONTRACT FOR DEMOLITION AND SITE CLEARANCE SERVICES

[No Regulated Asbestos Containing Materials (No RACM)] 411 Logan Avenue, 127 Newell Street, 1712 E 4th Street, 227 Ricker Street, 418-420 Courtland Street, 708 Mobile Street, 406 Randall Street, and 718 W 2nd Street

This Contract for Demolition and Site Clearance Services (no RACM) (the "Contract") is entered into as of February 16, 2026 by and between the City of Waterloo, Iowa ("City") and Lehman Trucking & Excavating, Inc. ("Contractor").

In consideration of the mutual promises exchanged herein, the parties agree as follows:

1. Term and Services. For the period of February 17, 2026 thru May 15, 2026, 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 (if any)
c. Response (Bid) from Contractor
d. Specifications for Demolition and Site Clearance

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 $**93,069** 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. 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.

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

By: _____
Dave Boesen, Mayor

Attest: _____
Kelly Felchle, City Clerk

LEHMAN TRUCKING & EXCAVATING, INC

Jacob Lehman
Jacob Lehman

CITY OF WATERLOO, IOWA

Request for Bid

DEMOLITION AND SITE CLEARANCE SERVICES
[no regulated asbestos-containing materials (no RACM)]

January 2026

RFB Demolition and Site Clearance Services Contract D-2026-02-08P

411 Logan Av, 127 Newell St, 1712 E 4th St, 227 Ricker St, 418-420 Courtland St, 708 Mobile St, 406 Randall St, and 718 W 2nd St

City of Waterloo, Iowa

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

SECTION I
NOTICE OF REQUEST FOR BID

1.0 Receipt and Opening of Bid

The City of Waterloo is seeking sealed bids for the demolition, removal, disposal and site clearance services Contract D-2026-02-08P for the property at **411 Logan Av, 127 Newell St, 1712 E 4th St, 227 Ricker St, 418-420 Courtland St, 708 Mobile St, 406 Randall St, and 718 W 2nd St.**

All bids must be received in a sealed envelope in the City Clerk's Office, Waterloo City Hall, 715 Mulberry Street, Waterloo, IA 50703 (date and time stamped) by Thursday February 5, 2026, at 1:00 p.m. (our clock), Central Time, in order to be considered. City Hall is located at 715 Mulberry Street, Waterloo, Iowa. Bids sent electronically or via facsimile will not be accepted. The mailing container should be marked as noted below, and include the name of the company submitting the bid.

1.1 RFB Timeline

Name of the Bid:	Demolition and Site Clearance Services Contract D-2026-02-08P
Notice of RFB Date:	January 15, 2026
Mandatory Walk Thru Date:	**There will not be a mandatory walk thru**
Deadline for Bid Submittal:	**Thursday February 5, 2026, at 1:00 p.m., Central Time**
Submit Sealed Bid to:	Address exactly as stated: SEALED RFB FOR DEMOLITION AND SITE CLEARANCE SERVICES CONTRACT D-2026-02-08P. City Hall City Clerk's Office 715 Mulberry Street Waterloo, IA 50703
Method of Submittal:	Mail or Overnight Delivery, In Person (**No** Electronic or Fax Submittals)
Contact Person, Title: **E-mail Address**:	Aric Schroeder, City Planner/Project Manager (City's Representative) aric.schroeder@waterloo-ia.org
Phone:	Phone: 319-291-4366

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

1.3 The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid responses that are received later than the date and time stated above. Late bids will be retained in the RFB file, unopened. No responsibility will be attached to any person for premature opening of a bid not properly identified.

1.4 **Bids will be opened on Thursday, February 5, 2026, at 1:00 pm (our clock) Central Time in the second floor Council Chambers and will be streamed live on the City of Waterloo's YouTube Channel.** The main purpose of this opening is to reveal the name(s) of the Bidder(s), not to serve as a forum for determining the award. **The awarding of the Contract is anticipated to be at the City Council meeting on Monday, February 16, 2026.** The Waterloo City Council will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the project, and potentially award the Contract at 5:30 p.m. on February 16, 2026, in the Harold E. Getty Council Chambers in City Hall, 715 Mulberry Street. Any person interested 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 at the hearing. Contact the City Clerk's Office at 319-291-4323 or clerks@waterloo-ia.org with questions about speaking at a public hearing.

1.5 Bids will be evaluated promptly after opening. After an award is made, a bid summary will be sent to all companies who submitted a bid. Bids may be withdrawn anytime prior to the scheduled closing time for receipt of bids; no bid may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

SECTION II
INSTRUCTIONS TO BIDDERS

2.0 The Bid shall include the attached Exhibit "A" signature page, properly completed. A company representative who is authorized to bind the company will sign on behalf of the company to indicate to the City that you have read all provisions of the RFB and agree to all terms and conditions, except as provided in paragraph 2.4 below. By making a Bid, the Bidder represents that they have examined the subject property. Any questions about the meaning or intent of the specifications must be submitted no later than seven days prior to the Deadline for Bid Submittal listed above. The City of Waterloo reserves the right to reject any or all bids, and to accept in whole or in part, the bid, which, in the judgment of the bid evaluators, is the most responsive and responsible bid.

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

2.1.1 The City reserves the right to require increased liability limits, not to exceed Fifteen Million Dollars ($15,000,000) from bidders, should the project represent an elevated hazard level to the City as determined by the Insurance Committee.

2.1.2 Commercial General Liability Insurance Policy, including but not limited to, insurance for premises construction operations (when applicable), contractual liability, completed operations with respect to liability arising out of the ownership, use, occupancy or maintenance of the premises and all areas

appurtenant thereto, to afford protection with respect to bodily injury, personal injury, death or property damage of not less than One Million Dollars ($1,000,000) per occurrence combined single limit/Two Million Dollars ($2,000,000) general aggregate.

2.1.3 Comprehensive Automobile Liability Insurance Policy with limits for each occurrence of not less than One Million Dollars ($1,000,000) Combined Single Limit with respect to bodily injury, property damage or death.

2.1.4 Workers Compensation Insurance Policy or similar insurance in form and amounts required by law.

2.1.5 Coverage must be maintained by a financially stable carrier with a minimum AM Best rating of A- or above. It will be the outside party's responsibility to provide proof of their carriers rating.

2.1.6 The City of Waterloo, Iowa will be named as additional insured with respect to all casualty insurance policies.

2.1.7 Certificate of insurance will be submitted to the City Clerk prior to commencement of the contract/agreement and shall include a thirty-day notice of cancellation provision.

2.1.8 If the outside party fails to perform any of its obligations under the City's Insurance and Policy Requirements, Waterloo reserves the right to either purchase the required insurance coverage and assess the cost directly to the outside party, or to declare the outside party's bid invalid.

2.2 Bonds

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

2.2.2 **Successful Bidder 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 the Contract.

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

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

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

SECTION III
SPECIAL TERMS AND CONDITIONS

3.0 Term of Contract

3.0.1 **The initial term of the Contract shall be for approximately three (3) months, anticipated to be from February 17, 2026 to May 15, 2026.**

3.0.2 The City and the Contractor may renew the original Contract for one (1) week time periods by mutual agreement. Two (2) week's notice must be given to renew the Contract for additional increments. City's Project Manager may administratively approve up to four (4) one (1) week time period renewals. Further renewals will require approval of the City Council as an amendment to the Contract.

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

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

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

3.1 Agreement Forms

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

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

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

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

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

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

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

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

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

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

3.2 Terms of Payment

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

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

3.2.3 City has the right, at its discretion, to deny payment for any work by any Contractor if the total actual expenses exceed the amount allowed by the project Contract, including any renewal extensions thereof. The Contractor is not obligated to continue performance of services under this Agreement or otherwise incur costs in excess of the total actual expense allowed unless an amendment to the Contract is approved, and the City notifies the Contractor, in a written amendment, of the City's acceptance of the revised total actual expense allowed. Contractor is not to incur costs for additional work proposed for change order amendment unless approved by the City by City Council approved resolution, except for emergency or unusual time sensitive circumstances, as determined by the City's Representative, where the City's Representative may authorize the Contractor to proceed prior to change order approval.

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

SECTION IV
SERVICE REQUIREMENTS

4.0 Background

The City of Waterloo, Iowa, is seeking bids for demolition and site clearance services for: **411 Logan Av, 127 Newell St, 1712 E 4th St, 227 Ricker St, 418-420 Courtland St, 708 Mobile St, 406 Randall St, and 718 W 2nd St.**

4.1 Scope of Work

The City of Waterloo is seeking a qualified demolition contractor to demolish the structures and clear the sites. The Bidder understands and agrees that demolition and debris removal in the most expeditious manner possible is of the utmost importance and it will make every effort to complete all requirements of the Contract in the shortest time possible.

The services to be performed under this Contract shall consist of the work described in the separate "Demolition Specifications" document (attached Exhibit "B") and shall be performed according to the standards set forth therein and herein. Any reference in this RFB to "this specification" shall include such Demolition Specifications. Bidder shall be responsible to familiarize itself with the specifications and to make a personal examination of the job site(s) and the physical conditions that may affect its performance under the Contract.

This Contract includes eight residential properties, including: 411 Logan Avenue (2 story dwelling), 127 Newell Street (1 story dwelling), 1712 E 4th Street (2 story dwelling), 227 Ricker Street (1 ½ story dwelling), 418-420 Courtland Street (2 story 2-family conversion dwelling), 708 Mobile Street (1 ¾ story dwelling), 406 Randall Street (2 story dwelling), and 718 W 2nd Street (1 ½ story dwelling). **Please note**: All properties have been abated for asbestos containing material (ACM).

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

4.3 There will not be a mandatory walkthrough for this project. Bidders are advised/encouraged to make their own inspections of the properties prior to bid submittal. The Planning Department is **not** in possession of a key for any of the properties. The properties may be partially boarded up and may require a cordless drill with various bits to remove boards to provide access. Please re-install any boards you remove to attempt to maintain security.

Please Note: Some of the properties are in very poor condition and may require careful methods (such as an extension ladder) to reach basements or upper levels. Use caution when entering the properties. Enter at your own risk.

SECTION V
METHOD OF EVALUATION

5.0 Contract Award - Any Contract award(s) made by the City of Waterloo is subject to prior approval by the City of Waterloo City Council.

5.0.1 Award of Contract shall be made to the most responsible and responsive bid from a Company whose bid offers the greatest value to the City with regard to the criteria detailed and the specifications set forth herein. The City may select a Bidder based on an "all or none" bid, on individual responses, or as is otherwise deemed to be in the best interest of the City.

5.1 Financial Terms will not be the sole determining factor in the award. To determine the award, the City will award a contract to the Bidder offering services and experience that best represents the overall value to the City.

5.2 Bid Evaluation Procedures

5.3.1 Each bid will be evaluated based on experience and the evaluators' judgment of how well the bid addresses the City's requirements. Each prospective company is assured that any bid submitted will be evaluated using the best available information and without any forgone conclusions.

5.3.2 Consideration will also be given to solicited written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each bid.

5.3 A Bidder's submission of a bid constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

5.4 Following the evaluation process, the award process is as follows:

5.5.1 The evaluators shall determine which bidder has submitted the best bid using the criteria set forth above, and make its recommendation to the City Council.

5.5.2 The City Council considers a resolution awarding the Contract and authorizing the Mayor to execute the Contract on behalf of the City. **Note**, no Contract shall be deemed to be created and exist unless and until the City Council adopts a resolution awarding the Contract and authorizes the Mayor to sign the Contract.

5.5.3 The Mayor executes the Contract.

SECTION VI
GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

8. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The City reserves the right to reject any or all

Proposals. The City further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the City.

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT "A"

SIGNATURE PAGE

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

Our bid, for demolition and site clearance of the sites are, not to exceed:

411 Logan Avenue	**$**
127 Newell Street	**$**
1712 E 4th Street	**$**
227 Ricker Street	**$**
418-420 Courtland Street	**$**
708 Mobile Street	**$**
406 Randall Street	**$**
718 W 2nd Street	**$**
Total	**$**

Total in written form: _____

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print) _____

Authorized Representative Signature _____

Date : _____ Email: _____

Phone: _____ Fax: _____

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

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

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

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

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

Addenda Number _____ Date _____ Addenda Number _____ Date _____

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

EXHIBIT "B"

CITY OF WATERLOO
DEMOLITION SPECIFICATIONS
DEMOLITION AND SITE CLEARANCE SERVICES CONTRACT D-2026-02-08P

411 Logan Av, 127 Newell St, 1712 E 4th St, 227 Ricker St, 418-420 Courtland St, 708 Mobile St, 406 Randall St, and 718 W 2nd St

PART 1 - GENERAL

1.01 CITY REPRESENTATIVES

The City's Representative for this project is: Aric Schroeder, City Planner/Project Manager.

1.02 DESCRIPTION OF WORK

Unless directed otherwise in the Contract Documents or by the Project Manager, the Contractor shall:

A. Remove and properly dispose of **all trees** (except for trees specifically noted to remain on the attached aerial photos and photos of each site), structures, cement slabs, and driveways, trash, rubbish, basement walls, floors, foundations, steps, planters, retaining walls, fences (except as noted to remain on the attached aerial photos and photos of each site), wells, cisterns, landscape features such as pools and waterers and concrete or asphalt flatwork such as sidewalks (excluding public sidewalks in street right-of-way), and the like from the specified property.

B. Properly deal with any fuel tanks, outdoor toilets and septic tanks, cisterns, meter pits, and plug or abandon wells in accordance with standards prescribed in Part 2.

C. Remove the materials from the demolition site in accordance with federal, state and local regulations.

D. Remove and dispose of appliances and other items that may contain refrigerants in accordance with 40 CFR, Part 82. Appliances and other items that may contain refrigerants include, but are not limited to, refrigerators, freezers, dehumidifiers and portable or central air conditioners.

E. Remove and legally dispose of mercury-containing materials including fluorescent, high-pressure sodium, mercury vapor, metal halide light bulbs, and thermostats containing a liquid filled capsule. PCB-containing materials include capacitors, ballasts, and transformers where the component is contained within a metal jacket and does not have a specific, legible label stating no PCBs are present.

F. Disconnect all utility services before demolition per Section 2.07.

G. Perform site clearance, grading, restoration and erosion control.

H. Remove and replace sidewalk and paving as required.

I. Complete the demolition work in accordance with the plans and these technical specifications.

1.03 PROTECTION OF THE PUBLIC AND PROPERTIES

A. Littering Streets

1. The Contractor shall be responsible for removing any demolition debris or mud from any street, alley or right-of-way resulting from the execution of the demolition work. Any cost incurred by the City in cleaning up any litter or mud shall be charged to the Contractor and be deducted from funds due for the work.

2. Littering of the site shall not be permitted.

3. All waste materials shall be promptly removed from the site.

B. Street or Sidewalk Closure

1. If it should become necessary to close any traffic lanes, it shall be the Contractor's responsibility to submit a traffic control plan to the appropriate City authority 48 hours in advance of any lane or road closures indicating the area of closure and the signs and traffic control devises to be used to set up the closure. Adequate barricades and warning signs will be placed as required by the City.

2. If sidewalks are to be closed during demolition, submit a sidewalk closure plan that meets the ADA requirements to the Waterloo Engineering Department 48 hours prior to the scheduled closure. Contractor shall install necessary signing and barricades according to the approved closure plan.

C. Protection of the Public by the Contractor. A temporary fence shall be erected around all excavation, dangerous building(s) or structure(s) to prevent access to the public unless the City's Project Manager determines that the site is sufficiently secure without fencing. Such fence shall be at least four feet high, consistently restrictive from top to grade, and without horizontal or vertical openings wider than four inches. The fence shall be erected before demolition and shall not be removed until the hazard is removed. If the Contractor anticipates that, for any given property, demolition work will commence and be substantially completed, including backfilling of the hole, within a single work day, and the Contractor does not leave the site unattended during demolition and backfilling, then the Contractor may request, and the City's Project Manager may (but is not required) to waive the fencing requirement. Under no circumstance shall a site be left unattended or overnight with a building partially demolished or an excavated area not completely backfilled without said fencing.

D. Noise Pollution: All construction equipment used in conjunction with this project shall be in good repair and adequately muffled. The Contractor shall comply with any noise pollution requirements of the City.

E. Dust Control: The Contractor shall comply with applicable air pollution control requirements of the City's Representative. The Contractor shall take appropriate actions to minimize atmospheric pollution, and toward that objective the City's Representative shall have the authority to require that reasonable precautions be taken to prevent particulate matter from becoming airborne. Such reasonable precautions shall include, but not be limited to:

1. The use of water or chemicals for control of dust in the demolition of existing buildings or structures, construction operations, the grading of roads, or the clearing of land.

2. Covering, at all times when in motion, open-bodied trucks transporting materials likely to give rise to airborne dusts.

F. Requirements for the Reduction of Fire Hazards

1. Removal of Material: Before demolition of any part of any building, the Contractor shall remove all volatile or flammable materials, such as gasoline, kerosene, benzene, cleaning fluids, paints or thinners in containers, and similar substances.

2. Fire Extinguishing Equipment: The Contractor shall be responsible for having and maintaining the correct type and class of fire extinguisher on site. When a cutting torch or other equipment that might cause a fire is being used, a fire extinguisher shall be placed close at hand for instant use.

3. Fires/Explosives: No fires of any kinds will be permitted in the demolition work area. No explosives of any kinds will be permitted in the demolition work area.

4. Hydrants: No material obstructions or debris shall be placed or allowed to accumulate within fifteen feet of any fire hydrant. All fire hydrants shall be accessible at all times.

5. Debris: Debris shall not be allowed to accumulate on roofs, floors, or in areas outside of and around any structure being demolished. Excess debris and materials shall be removed from the site as the work progresses.

G. Protection of Utilities: The Contractor shall not damage existing fire hydrants, streetlights, traffic signals, power poles, telephone poles, fire alarm boxes, wire cables, pole guys, underground utilities, or other appurtenances in the vicinity of the demolition sites. The Contractor shall pay to repair or replace any damaged utilities. The Contractor shall pay for temporary relocation of utilities, which are relocated at the Contractor's request for his convenience. All below-ground utilities that are abandoned as a result of demolition shall be terminated at least two (2) feet below the finish grade of the site.

H. Protection of Adjacent Property

1. The Contractor shall not damage or cause to be damaged any public right-of-way, structures, parking lots, drives, streets, sidewalks, utilities, lawns or any other property adjacent to parcels released for demolition, even if an adjacent property is scheduled for future demolition. The Contractor shall pay to repair or replace any such damage. The Contractor shall provide such sheeting and shoring as required to protect adjacent property during demolition. Care must also be taken to prevent the spread of dust and flying particles.

2. The Contractor shall restore existing agricultural drain tiles or roadway sub drains that are cut or removed, including drainable backfill, to original condition. Repairs shall be subject to approval by the property owner where applicable, and by the City's Representative.

1.04 RISK OF LOSS

A. The Contractor shall accept the site in its present condition and shall inspect the site for its character and type of structures to be demolished. The City assumes no responsibility for the condition of existing buildings, structures, and other property within the demolition area, or the condition of the property before or after the solicitation for proposals. No adjustment of proposal price or allowance for any change in conditions that occur after the acceptance of the lowest responsible, responsive proposal will be allowed.

B. The Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered under the scope of work shall be at the sole risk of the Contractor. The Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc. which may arise from its handling of materials not covered by the scope of the work.

1.05 PROPERTY OWNERSHIP

A. Title: The property addresses will be included in the Contract Documents. Following execution of the Contract, and upon issuance of Notice to Proceed with respect to a given property, for the work of demolition and site clearance on all or any part of the demolition area referenced in the Notice to Proceed, all rights, title, and interest of the City in and to buildings, structures, fixtures and other personal property to be demolished and/or removed by the Contractor on part or all of said project area as described in the Contract Documents and Contract addenda thereto, shall be deemed to be vested in the Contractor. All materials are to be removed and disposed of or salvaged in conformance with these specifications.

B. Land: No property rights, title, or interest of any kind whatsoever, in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the Contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract Documents. Contractor shall not use the land or premises, or allow any other party to use the land or premises, for any purpose other than activities in direct support of the demolition.

1.06 VACATING OF BUILDINGS

The structures identified in the Contract Documents shall be vacated before a Notice to Proceed is issued and the Contractor begins work. In case the Contractor finds that any structure is not vacated, the Contractor shall immediately notify the City's Representative and shall not begin demolition or site clearance operations on such property until further directed by the City's Representative. The Contractor's responsibility for such buildings will not begin until the City's Representative issues a subsequent Notice to Proceed with Demolition Order. No claim for extension of time or increase in price will be considered because of occupancy of any buildings. In case such occupancy is prolonged, the City reserves the right to delete the structure from the work.

1.07 PERMITS AND FEES

The Contractor shall obtain all the necessary permits and pay all permit fees that are required by the City or any other governmental authority in conjunction with the demolition work. The

Contractor shall obtain a demolition permit issued by the City of Waterloo Building Inspections Department, which fee will be waived for demolition of City property. The Contractor shall obtain all necessary work in right-of-way permits.

1.08 MEASUREMENT AND PAYMENT

A. Demolition Work: The Contractor shall be paid the lump sum price for demolition at each site as indicated in the proposal and as approved by the City, and this payment will be full compensation for removal of buildings, building materials, contents of buildings, appliances, incidental demolition debris, basement walls, foundations, steps, private sidewalks, driveways, and trees from the site; disconnection of utilities; furnishing and compaction of backfill material; grading of disturbed areas; erosion control and seeding; placing and removing safety fencing; collapsing of septic tanks and cisterns; capping of wells; and other work as necessary to complete the project. All such work shall be performed in accordance with standards prescribed in these Demolition Specifications.

B. Incidental Items: The Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, temporary construction, charges, levies, fees, permits and other expenses necessary to complete this work according to the plans and specifications.

PART 2 -EXECUTION

2.01 DEMOLITION SCHEDULE

The Contractor shall complete the Project in an expeditious manner and shall commence work in a timeline consistent with the term of the Contract after being notified by the City with a Notice to proceed on any given property or properties. 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 the Contract.

2.02 SALVAGE OF DEMOLITION MATERIALS

The Contractor shall be allowed to salvage materials from any property on this project. No salvaging shall occur on the property until after the City of Waterloo has issued a Notice to Proceed for the property. The Contractor shall assume all expense, risk, and liability for salvaging. It is preferred that the Contractor remove items to be salvaged from the premises to the Contractor's premises or other private lands for pick up by other individuals or entities. If the Contractor intends to allow any other individuals or entities to enter the property on this project to perform salvaging, the Contractor shall only do so after obtaining from the third-party salvager a certificate of insurance for general liability with limits of liability of at least $1,000,000 per occurrence for Bodily Injury and Property Damage. For entities with employees, it shall include Workers Compensation and Employers Liability Insurance meeting the requirements of the Iowa Workers Compensation Law covering all of the entity's employees

carrying out their work. The Contractor, as well as the City of Waterloo, Iowa, and their respective officials, officers, directors, employees and agents, shall be named as additional insured on the third-party salvager's general liability insurance policies and certificates of insurance

2.03 DEMOLITION AND REMOVALS

A. Structural Parts of Buildings

1. No wall or part thereof shall be permitted to fall outwardly from any building except through chutes or by other controlled means or methods, which will ensure safety and minimize dust, noise and other nuisance.
2. Any part of a building, whether structural, collateral, or accessory, which has become unstable through removal of other parts, shall be removed as soon as practicable and no such unstable part shall be left free-standing or inadequately braced against all reasonably possible causes of collapse at the end of any day's work.

B. Basements and Foundation Walls: Cement slabs and footings or foundations of structures without basements are to be completely removed. All concrete basements, footings, slabs of basementless structures and floors, including that of garages, are required to be completely removed and shall be broken up and removed. All basement areas and below grade excavation areas are to be inspected and approved by the City's Representative before backfilling is started. Failure to obtain approval may result in re-excavation of the areas at the Contractor's expense. The City cannot provide verification regarding the area of the basements, but the Black Hawk County Assessor's detailed reports do provide indication for presence of basements and approximate areas.

C. Concrete Slabs: The Contractor shall remove all concrete slabs, asphalt, surface obstructions, masonry slabs and appurtenances, unless otherwise directed.

D. Signs and Landscape Structures: Landscape structures, retaining walls, or signs must be removed with the project. The Contractor shall employ hand labor or other suitable tools and equipment necessary to complete the work without damage to adjacent public or private property. Where such structures are removed, the area shall be graded to match adjacent natural grade levels or as directed by the City's Representative. The cost of removal of any such structures is incidental and shall be included in the lump-sum bid for demolition. Where such retaining walls or curbs are removed, the embankment shall be graded to a slope of not greater than 3:1 horizontal to vertical, or as directed by the City's Representative.

E. Fences: Fences, guardrails, bumpers, clotheslines, and similar facilities shall be completely removed from the site, except fences on the apparent boundary between a Contract parcel and an improved non-Contract parcel shall not be removed unless specifically stated in the special provisions. All posts for support shall be pulled out or dug up so as to be entirely removed.

F. Partially Buried Objects: All piping, posts, reinforcing bars, anchor bolts, railings and all other partly buried objects protruding from the ground shall be removed. The remaining void shall be filled with soil and compacted in accordance with these specifications.

G. Vegetation: The Contractor shall remove all trees, and such other stumps, bushes, vegetation, brush and weeds, whether standing or fallen (except as otherwise specifically noted or as directed by the City's Representative). The Contractor shall protect any trees on adjacent property from damage by the demolition operation. In the event that the Contractor damages

an adjacent property tree, it shall be repaired or removed and replaced by the Contractor as directed by the City's Representative. Stump removal shall be completed by excavation or grinding, with the area filled with soil and compacted in accordance with these specifications.

H. Fuel Tanks: Fuel tanks, above or below ground, shall be carefully removed and disposed of in a safe manner in accordance with the State Fire Marshal's regulations and those of the Iowa Department of Natural Resources.

1. Fuel tanks, above or below the ground, or tanks which have been used for storage of gasoline, kerosene, benzene, oils or similar volatile materials shall be carefully removed and disposed of in a safe manner.
2. All other tanks or receptacles shall be pumped out or emptied in a safe manner, and then shall be flushed out immediately with water, carbon dioxide or nitrogen gas until they are gas-free when checked with a "Explosimeter" or another equally efficient instrument, before the work of removal is begun. Checking with the "Explosimeter" shall be done in the presence of the City's Representative by competent personnel.

I. Outdoor Toilets and Septic Tanks: Outdoor toilets and septic tanks shall be pumped out by a licensed company. The toilet building shall be demolished and removed from the site. After cleanout or removal of structures, outdoor toilets, septic tanks, cisterns and meter pits shall be collapsed so they will not hold water and filled with dirt. Any excavations shall be backfilled and compacted in accordance with these specifications. As an old farmhouse, 1318 Martin Road is presumed to have a septic tank.

2.04 WELL PLUGGING AND ABANDONMENT

If applicable, all drilled wells shall be plugged and abandoned in accordance with Iowa Code § 455B.190 and Iowa Administrative Code title 567, chapter 39. An Iowa Department of Natural Resources, Abandoned Water Well Plugging Record shall be filed upon completion of the well abandonment. All sand point wells shall be pulled out of the ground, or if unable to be pulled, shall be plugged in accordance with Iowa Code.

2.05 DISPOSAL OF DEMOLITION DEBRIS AND SOLID WASTE

A. Acknowledgement: The Contractor acknowledges, represents and warrants to the City that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all applicable guidelines, requirements, laws, regulations, of any federal, state or local agencies or authorities. The Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered under the scope of work or not in compliance with these specifications shall be at the sole risk of the Contractor. The Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by the scope of work or not in compliance with these specifications.

B. Debris: All materials and incidental demolition debris shall be removed from the demolition area leaving the demolition area free of debris. Any cost incurred by the City in cleaning up such materials and debris left behind shall be deducted from funds due the Contractor under the Contract.

C. Tires, Household Hazardous Waste, White Goods and Electronics: Tires, household hazardous waste (HHW) (which includes propane tanks, paint, pesticides and other materials that are restricted items for disposal in municipal landfills), white goods (which include

household appliances such as washers, dryers, refrigerators, stoves, dishwashers, heaters, hot water heaters, etc.) and electronics (e-waste) will be first segregated from the structures and transported to an appropriate disposal site. The Black Hawk County Landfill will not accept HHW, so an alternative disposal site must be proposed. These wastes may be segregated in the field and hauled in concentrated loads. The Contractor shall visit the site to determine the number of tires that have been abandoned on site. If any additional tires are deposited on site prior to commencing demolition activity, the Contractor shall immediately notify the City's Representative of the quantity of additional tires so a change order can be prepared for additional removal. A change order will only be considered if the Contractor identified the number of abandoned tires on the site in the bid tabulation.

D. Disposal of Demolition Debris and Solid Waste:

1. All debris and solid waste shall be delivered by the Contractor to the Black Hawk County Landfill. The Contractor shall be responsible to pay all fees for waste disposal. The Contractor shall submit to the City's Representative copies of all disposal tickets for entire project. The cost of all disposal fees shall be considered incidental to the demolition and shall be included in the lump sum bid for demolition. Clean rubble fill material such as rock, cement, concrete, asphalt, brick and similar rubble material may be taken to an approved rubble fill site, and Contractor shall identify all site(s) proposed for debris to be taken prior to removal from demolition sites under this Contract. Any such rubble not going to the Black Hawk County Landfill shall be clear of all organic and metal material, and any other material determined by the City's Representative to be solid waste.

2. All loads shall be secured while in transit, and all trucks used for disposal shall have a solid metal tailgate. Tarps and netting shall be used to prevent loss or dispersal of debris during transit and to minimize the threat of harm to the general public, private property and public infrastructure.

E. Asbestos Abatement: The structures have been tested and abated for asbestos containing materials (ACM). Contractor shall notify the City's Representative if asbestos is discovered in the demolition process. No further work will be allowed until the asbestos has been removed by a licensed contractor. The handling of asbestos material is subject to all applicable state and federal mandates. Prior to commencement of demolition activities other than utility disconnects and site preparation, the Contractor shall do a walkthrough of all structures that are to be demolished and review asbestos inspection reports (which will be provided) to look for any suspect asbestos materials not identified in the inspection reports, or materials identified as ACM in the inspection reports but missed by the abatement contractor. Contractor must sign and submit the attached Addendum to Exhibit "B" Demolition Specifications for Demolition Contract D-2026-02-08P indicating that they have completed a pre-demolition walk through and have either: 1) not located any suspect asbestos materials or materials identified as asbestos containing materials, or 2) have located some suspect asbestos materials or materials identified as asbestos containing materials, with a list of materials and locations identified. Any suspect materials will be either 1) verified by either the testing contractor or abatement contractor as not ACM, or 2) tested and abated (if necessary) by the testing contractor and/or abatement contractor, and for either option the site(s) re-certified as clear of ACM.

F. Freon Removal and Disposal: The handling of Freon-containing appliances is subject to all applicable state and federal mandates and regulations. The Contractor shall be responsible for

the identification and removal and disposal of the material in accordance with applicable regulations. All costs associated with said removal and disposal shall be considered incidental and shall be included in the lump sum bid for demolition.

G. PCB and Mercury Removal and Disposal: The handling of any fluorescent lighting fixtures and ballasts containing PCB or mercury is subject to all applicable state and federal mandates and regulations. The Contractor shall be responsible for the removal and disposal of the material in accordance with applicable regulations. All costs associated with said removal and disposal shall be considered incidental and shall be included in the lump sum bid for demolition.

2.06 BACKFILL, GRADING, AND CLEAN UP

A. Backfill: When site conditions permit, as determined by the City's Representative, soil or sand shall be used as backfill material. Excess excavation materials shall be removed from the site. Any borrow or fill material shall be approved by the City's Representative before and during the placing of the material. All depressions on the property shall be filled, compacted, and graded to a uniform slope with adequate drainage. Contractor shall place a maximum of 8" lifts (layers) between compaction.

B. Compaction: All excavations shall be backfilled with acceptable material and compacted. The Contractor shall notify the City's Representative twenty-four hours in advance of placing any backfill. All backfill shall be adequately compacted so as to minimize soil settling. Failure of the site to be deemed acceptably compacted by the City's Representative will require that the material be re-excavated and re-compacted.

C. Additional Fill Material: All additional fill material shall be of similar quality to the soil adjacent to the excavation, and free of rubble or organic matter. Sand or sand/dirt mixture is acceptable for sub-surface areas, but "black dirt", free of sand or other debris or material shall be used for a minimum of the top six (6) inches. There shall be no payment for additional fill material, which shall be considered incidental to the demolition and shall be included in the lump sum bid for demolition.

D. Hand Labor: The Contractor shall employ hand labor where the use of power machinery is unsafe or unable to produce a finished job. Hand labor shall also be used to clean the site and adjacent public right-of-way of any debris.

E. Grading: The site shall be graded to conform to all surrounding areas and shall be finished to have a uniform surface that shall not permit ponding of water. The Contractor shall grade and shape the site to drain, complete final clean up and erosion control as part of the lump sum price for demolition.

F. Final Cleaning Up:

1. Before acceptance of the demolition work, the Contractor shall remove all unused material and rubbish from the site of the work, remedy any objectionable conditions the Contractor may have created on private property, and leave the right-of-way in a neat and presentable condition. The Contractor shall not make agreements that allow salvaged or unused material to remain on public or private property at or adjacent to the project area. All ground occupied by the Contractor in connection with the work shall

be restored. Restoration shall include grading and erosion control that meets applicable standards and regulations.

2. On demolition sites where erosion control will be delayed because of the allowable seeding dates, the Contractor shall complete grading and shaping of the site to leave the site in a neat and presentable (mowable) condition subject to the approval of the City's Representative. Erosion control shall include preparation of the seedbed, furnishing and installing seed, fertilizer, and straw mulch.

3. Final cleaning up shall be subject to approval of the City's Representative and in accordance with applicable regulations. All pieces, parts, scraps, debris, rubbish, wood or organic materials from demolition activities shall be cleaned up and removed from the premises. Final cleanup after a structure is demolished shall include complete and thorough removal from the premises of all parts or pieces of the building, its contents and its furnishings, including all debris, organic materials, rubbish, wood, concrete and masonry rubble, and rocks of greater than three (3) inch diameter. All hazardous open pits and recesses shall be filled with thoroughly tamped earth or mortar, whichever is completely required to eliminate the hazard.

2.07 UTILITY DISCONNECTIONS

The Contractor shall be responsible for coordinating with public and private utility companies for disconnection of services, including, but not limited to, water, sewer, electricity, natural gas, cable television, phone and internet.

A. Sanitary Sewer Service Disconnection: All sanitary sewer services shall be disconnected before demolition work begins and plugged in conformance with requirements of the City. The Contractor shall not backfill the area prior to inspection by the Waterloo Building Inspections Department. Contractor may contact the Waterloo Building Inspections Department for requirements to comply with this specification.

B. Water Service Disconnection: All water services and stubs for the buildings or properties within the demolition work shall be disconnected before demolition work begins in conformance with the requirements of the City. The Contractor shall not backfill the area prior to inspection by Waterloo Water Works. Contractor may contact the Waterloo Water Works for requirements to comply with this specification.

C. Storm Sewer: Disconnect all sump pump and area drain connections to the storm sewer system. Notify the Waterloo Engineering Department for inspection of the disconnection prior to placing backfill material.

D. Backfill and Compaction:

1. Streets: The Contractor shall backfill, compact as specified and patch the surface of all excavations made in streets according to the specifications of the Waterloo Engineering Department. Contractor shall contact the Waterloo Engineering Department for compliance with this specification.

2. Public Right-of-Way: All areas within the public right-of-way (including parking and sidewalk areas) shall be compacted and restored. Any sidewalk removed or damaged shall be replaced to the specifications of the Waterloo Engineering Department.

Contractor shall contact the Waterloo Engineering Department for compliance with this specification.

2.08 EROSION CONTROL

During demolition activities, Contractor shall control off-site vehicle track out (stabilized entrance) and prevent sediment from reaching neighboring properties or drainage infrastructure. This can be accomplished through use of vegetative buffers, silt fence or wattles. All on site or adjacent storm water intakes shall be protected as needed. After demolition, all disturbed areas associated with the work shall be broadcast seeded and fertilized in order to prevent erosion. The following seed mixture shall be used:

40% Berkshire Hard Fescue
30% Treasure Chewing Fescue
30% Badger Creeping Red Fescue

Required application rate: 10 pounds per 1,000 SF.

Straw mulch is required and a 21-7-14 fertilizer at 3 pounds per 1,000 SF to be used after the seed has been applied. Once vegetation is established to stabilize the soil, the Contractor shall remove all temporary erosion control measures. City's Representative may approve alternate seeding blends that are deemed equally acceptable as determined by the City.

For any sites over one acre of disturbance:

1. All of the above requirements shall be met, and
2. Contractor shall develop a Storm Water Pollution Prevention Plan (SWPPP) and obtain necessary approvals/permits from the City and State, and
3. Contractor shall contact the Waterloo Engineering Department for pre-disturbance inspection prior to land disturbance, and for post-disturbance inspection prior to permit closure.

2.09 SAFETY AND FENCING

A. Safety: The Contractor shall comply with all applicable current federal, state and local safety and health regulations.

B. Safety Fencing: The Contractor shall furnish and place a safety fence around the site of the work adequate to secure the demolition site, including any resulting debris or excavation, and to prevent pedestrian access. The fencing, including all materials, shall be considered incidental to the demolition. The safety fence shall remain in place until the demolished materials are removed from the site and all holes or excavated areas are backfilled, and all hazards removed. The fencing material shall remain the property of the Contractor.

2.10 AUTHORIZED WORKERS

Only the Contractor and its employees are allowed to demolish, dismantle, detach or dispose of any part of the demolition structure or its contents. Other individuals or entities that the Contractor intends to allow to salvage materials shall only be allowed on the premises after fully satisfying the insurance requirements specified in Section 2.02 above.

2.11 DAILY CLEAN UP OF RIGHT-OF-WAY AND PRIVATE PROPERTY

At the end of each workday, the Contractor shall clean sidewalks, streets, and private property of any debris caused by the demolition operation.

2.12 RESERVED

2.13 EQUIPMENT

1. The Contractor shall be equipped with the normal tools of the trade and shall furnish all labor, tools, and other items necessary for and incidental to executing and completing all required work.

2. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations, including, without limitation, all US DOT, Iowa DOT and safety regulations, and are subject to approval of the City. All loads must be secured and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.

3. Contractor shall submit copies of the landfill tickets generated during project to the Project Manager that identifies the disposal site (Black Hawk County Landfill – refer to 2.05 (D) Disposal of Demolition Debris and Solid Waste) to which the materials were delivered. Such tickets shall be required to process billing statements by the Contractor.

2.14 ARCHAEOLOGY

In the event that archaeological deposits (soils, artifacts and features, including cisterns, privies and the like), or other remnants of human activity are uncovered, or if archaeological deposits are found during demolition, the project will be halted immediately in the vicinity of the discovery, and the Contractor will take reasonable measures to avoid or minimize harm to finds. The Contractor will inform the City's Representative. The City will then inform the State Historical Society of Iowa (SHSI) immediately. Work in the sensitive area cannot resume until a qualified archaeologist determines the extent of the discovery, consultations between SHSI are complete, and the City has been notified by SHSI to proceed.

2.15 PRICING

This is a unit price, lump sum contract; all bids, bid components and bid tabulations are on a "not to exceed" basis. Change orders, additions, deletions and any other changes in the scope of work, will take the form of written amendments mutually agreed to by Contractor and City. In the case of mathematical errors, transposition of figures and the like, actual bid tabulation totals will take precedence over summary bid figures.

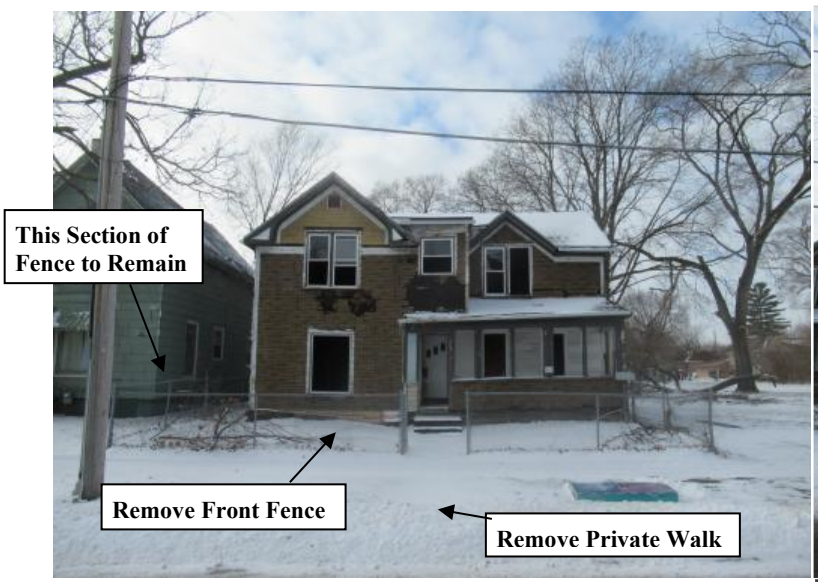
2.16 PROPERTY DAMAGE

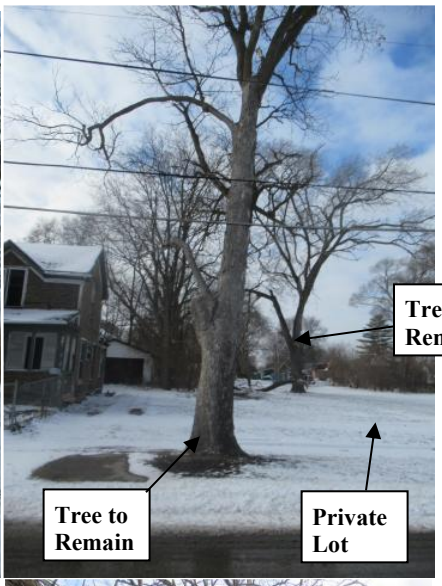
The Contractor shall be responsible for all damages to public and private property. The Contractor shall be responsible for having at least one person of authority and responsibility at the job site, and shall keep a report of all damage. If public or private property is damaged by the Contractor and is not repaired in a timely manner as determined by the City, the City has the option of having the damage repaired at the Contractor's expense to be reimbursed to the City, withheld from future payments of the Contractor, or paid from the performance bond.

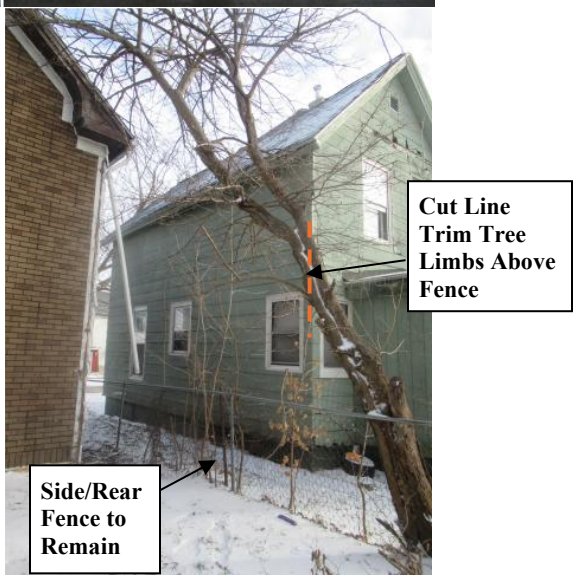
2.17 SPECIAL PROVISIONS

- Driveways are to be completely removed except for 708 Mobile Street. For driveway removals, no curb work required, except for 127 Newell Street (see additional details below). 227 Ricker Street, 418-420 Courtland Street, 406 Randall Street, and 718 W 2nd Street do not have driveways to a public street.
- Sewer kill, no information available, check with the City of Waterloo Engineering Department.
- Water kill, no information available, check with Waterloo Water Works.

- 411 Logan Avenue: Two-story home includes a detached garage, driveway, and several trees to be removed.

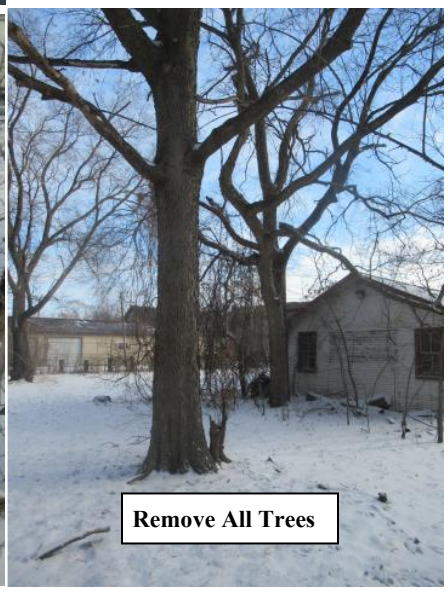






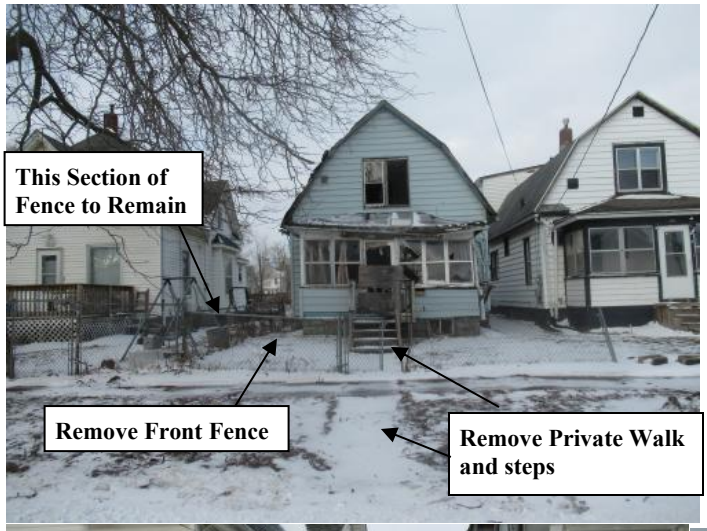
- 127 Newell Street: One-story home with detached garage and several trees to remove.

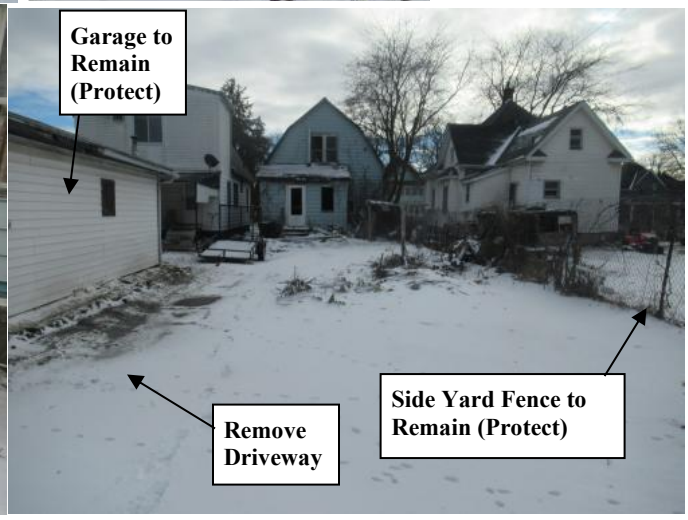
The City does not own the lot to the east with the carport structure. This lot is not to be used, driven on, or parked on. Front fence and ½ gate on west side of driveway to be removed. The ½ gate and fencing east of driveway (on private lot) to remain. Driveway to be cut at existing joint line just west of carport. Sidewalk located right along back of curb. Several panels of sidewalk within driveway to be removed, existing curb at driveway to be removed, and new curb and sidewalk installed. See aerial for additional details.



- 1712 E 4th Street: Two-story home with several trees to be removed.

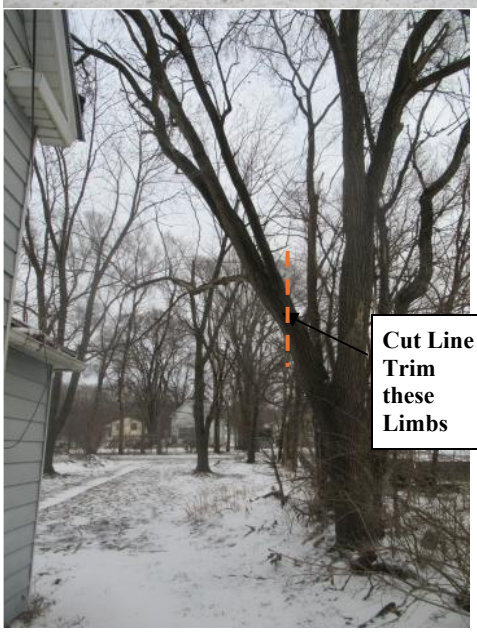
- 227 Ricker Street: This 1.5 story home is in close proximity with the home to the east. There are some City owned lots ½ block west on E 4th St (also accessible from alley) that could be used if needed for a staging area.





- 418-420 Courtland Street: Two-story 2-family conversion home with several trees to remove.

- 708 Mobile Street: This 1 ¾ story home has a paved driveway approach that is to remain, and two trees to be removed, two to be trimmed.



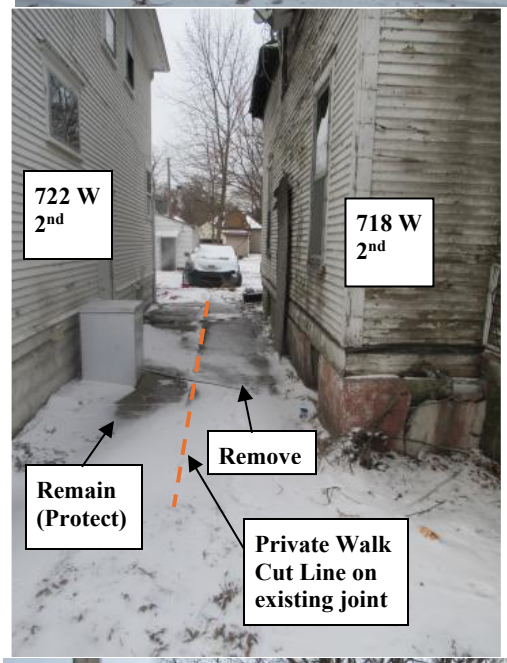
- 406 Randall Street: Two-story home with garage and trees to remove, and tree to trim.

410
Randall
406
Randall
Private
Walk to
Remain

Cut Line
Trim Tree
Limbs Above
Fence
Demo
Garage
Fence to Remain (Protect)

Neighbor's Stump (Remain)
Fence to Remain (Protect)

- 718 W 2nd Street: This 1.5 story home has several trees and fencing to remove.



EXHIBT "C" DRAFT CONTRACT

CONTRACT D-2026-02-08P
CONTRACT FOR DEMOLITION AND SITE CLEARANCE SERVICES

[No Regulated Asbestos Containing Materials (No RACM)] 411 Logan Avenue, 127 Newell Street, 1712 E 4th Street, 227 Ricker Street, 418-420 Courtland Street, 708 Mobile Street, 406 Randall Street, and 718 W 2nd Street

This Contract for Demolition and Site Clearance Services (no RACM) (the "Contract") is entered into as of February 16, 2026 by and between the City of Waterloo, Iowa ("City") and _____ ("Contractor").

In consideration of the mutual promises exchanged herein, the parties agree as follows:

1. Term and Services. For the period of February 17, 2026 thru May 15, 2026, 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 (if any)
c. Response (Bid) from Contractor
d. Specifications for Demolition and Site Clearance

In the event of conflict between the provisions of the Contract Documents and this Contract, the provisions of this Contract shall prevail.

2.1 Contract Limits. Total actual expenses allowed by the project Contract, including any renewal extensions of the Contract, shall not exceed $_____ as provided in the Bid Tabulation that is part of Contractor's RFB Response referenced in Section 2.c above, except by written amendment as provided herein.

3. Approval; Timing of Work. Contractor shall not begin work 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. 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.

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

By: _____
Dave Boesen, Mayor

Attest: _____
Kelly Felchle, City Clerk

CONTRACTOR

_____
Authorized Representative

Addendum to Exhibit "B" Demolition Specifications for Demolition Contract D-2026-02-08P

Date: _____

Address or Addresses: _____

Demolition Contractor: _____

It is the responsibility of the demolition contractor to do a walkthrough of the entirety of all structures that are being demolished. A copy of the asbestos inspection report(s) will be provided to assist with this walk through. If any sampled or suspected asbestos containing materials are located, it is the responsibility of the demolition contract to notify the City prior to start of the demolition process.

If concealed asbestos is located during the demolition, then the demolition contractor must stop work immediately and notify the City.

Failure to comply with the above will make the demolition contractor responsible for any additional cost for asbestos abatement.

Demolition Contractor, check ONE box below and sign

☐ **I have done a pre demolition walk through and have not located any suspect asbestos materials or materials identified as asbestos containing materials.**

_____

Date Signature Company

☐ **or I have done a pre demolition walk through and have located some suspect asbestos materials or materials identified as asbestos containing materials.**

Here is a list of the materials and location:

_____
_____
_____
_____

_____

Date Signature Company

Testing or Abatement Contractor, sign below if suspect materials identified

I have checked the items that were identified or were suspected asbestos containing materials listed above and they were tested or abated. Site(s) are re-certified as clear of ACM.

_____

Date Signature Company

DRAFT

Black Hawk County, IA

Summary

Parcel ID	891323285012
Alternate ID	
Property Address	411 LOGAN AVE WATERLOO IA 50703
Sec/Twp/Rng	N/A
Brief Tax Description	AUD RAINBOWS LOGAN AVE & BELT LINE PLAT WATERLOO ALL LOT 40 EXC S 22 1/2 FT ALL LOT 41 EXC S 22 1/2 FT W 24 1/2 FT (Note: Not to be used on legal documents)
Deed Book/Page	202400010298 (2/21/2024)
Contract Book/Page	
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
TIF District	941311 - WATERLOO LOGAN UR TIF AMD1
School District	WATERLOO COMMUNITY SCHOOLS

Neighborhood

Neighborhood NWTLO-01

Owner information

Deed	Mail To
CITY OF WATERLOO ATTN: FINANCE DEPARTMENT 715 MULBERRY ST WATERLOO IA 50703	CITY OF WATERLOO ATTN: FINANCE DEPARTMENT 715 MULBERRY ST WATERLOO IA 50703

Address Change Form

Link to the Address Change Form

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
12/4/2020	VALLEY PROPERTY ALLIANCE LLC	MATAMOROS,JUAN CARLOS	2021-00012302	SALE WITH CONSIDERATION PAID FOR REAL PROPERTY OF $10,000 OR LESS	Deed		$9,000.00
11/28/2008	FARMERS STATE BANK	VALLEY PROPERTY ALLIANCE LLC	2009-00011067	SALE BY LENDING INSTITUTION OF PROPERTY ACQUIRED AS RESULT OF ... - PRIOR 09	Contract	Y	$615,000.00
8/15/2007	KELSEY L L C	FARMERS STATE BANK	2008-005958	SHERIFF OR TAX SALE - PRIOR 09	Deed		$470,000.00
9/23/2005	KELSEY L L C	MCK PROPERTIES LLC	2006-08845	RESIDENTIAL SALE OF TWO OR MORE PARCELS-SINGLE CONSIDERATION - PRIOR 09	Contract		$1,044,400.00
3/18/2005	WD INVESTMENTS LLC	KELSEY L L C	2005-21692	RESIDENTIAL SALE OF TWO OR MORE PARCELS-SINGLE CONSIDERATION - PRIOR 09	Deed		$967,000.00
3/15/2004	BANKERS TRUST CO OF CALIFO	WD INVESTMENTS LLC	2004-29503	SALE BY LENDING INSTITUTION OF PROPERTY ACQUIRED AS RESULT OF ... - PRIOR 09	Deed		$10,000.00
4/30/2003	CAREY,MYRTLE CHIQUITA	BANKERS TRUST COMPANY OF CALIFORNIA NA	2003-35202	SHERIFF OR TAX SALE - PRIOR 09	Deed		$26,100.00

⊟ Show There are other parcels involved in one or more of the above sales:

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: x

Front Footage	Front	Rear	Side 1	Side 2
Main Lot	23.00	23.00	65.00	65.00
Sub Lot 2	28.00	28.00	109.00	109.00
Sub Lot 3	0.00	0.00	0.00	0.00
Sub Lot 4	0.00	0.00	0.00	0.00

Lot Area 0.10 Acres;4,547 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family
Style	2 Story Frame
Architectural Style	N/A
Year Built	1889
Exterior Material	Asb
Total Gross Living Area	1,368 SF
Attic Type	None;
Number of Rooms	7 above; 0 below
Number of Bedrooms	5 above; 0 below
Basement Area Type	Full
Basement Area	616
Basement Finished Area	
Plumbing	2 Standard Bath; 1 Sink;
Central Air	No
Heat	Yes
Fireplaces	
Porches	1S Frame Enclosed (130 SF); 1S Frame Enclosed (120 SF);
Decks	
Additions	1 Story Frame (100 SF);
Garages	480 SF (20F W x 24F L) - Det Frame (Built 2001);

Permits

Permit #	Date	Description	Amount
FC	07/10/2025	Demo/Rmvl	0
WA 09844	12/31/2013	Roof	1,545
WA 07676	11/27/2013	Roof	1,085
WA 2838	11/14/2000	Garage	4,320

Valuation

		2025	2024	2023	2022	2021
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$7,210	$7,210	$7,210	$7,210	$7,210
+	Assessed Improvement Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$36,140	$24,220	$24,220	$18,720	$18,720
=	**Gross Assessed Value**	**$43,350**	**$31,430**	**$31,430**	**$25,930**	**$25,930**
-	Exempt Value	($43,350)	($31,430)	$0	$0	$0
=	**Net Assessed Value**	**$0**	**$0**	**$31,430**	**$25,930**	**$25,930**

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	43,350

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024	2021 Pay 2022-2023
+	Taxable Land Value	$0	$3,341	$3,940	$3,903
+	Taxable Improvement Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$0	$11,224	$10,230	$10,133
=	**Gross Taxable Value**	**$0**	**$14,565**	**$14,170**	**$14,036**
-	Homestead 65+ Exemption	$0	$0	$0	$0
-	Military Exemption	$0	$0	$0	$0
=	**Net Taxable Value**	**$0**	**$14,565**	**$14,170**	**$14,036**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730	39.49908
=	**Gross Taxes Due**	**$0.00**	**$628.18**	**$569.45**	**$554.41**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00

	2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024	2021 Pay 2022-2023
- Family Farm Credit	$0.00	$0.00	$0.00	$0.00
- Homestead Credit	$0.00	$0.00	$0.00	$0.00
- Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
- Business Property Credit	$0.00	$0.00	$0.00	$0.00
= Net Taxes Due	**$0.00**	**$628.18**	**$569.45**	**$554.41**

Tax History

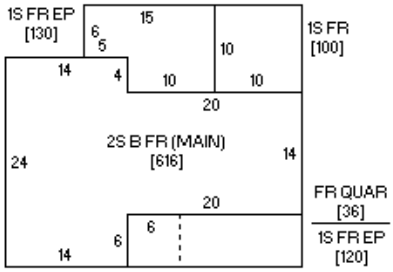
Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$0	No		697149
	September 2025	$0	No		
2023	March 2025	$314	Yes		628466
	September 2024	$314	Yes		
2022	March 2024	$285	Yes		530635
	September 2023	$285	Yes		
2021	March 2023	$0	No		424554
	September 2022	$8	Yes	11/16/2022	
2021	March 2023	$8	Yes	5/16/2023	424554
	September 2022	$0	No		
2021	March 2023	$277	Yes	5/16/2023	424554
	September 2022	$277	Yes	11/16/2022	
2021	March 2023	$4	Yes	5/16/2023	424554
	September 2022	$0	No		
2020	March 2022	$0	No		368502
	September 2021	$4	Yes	6/20/2022	
2020	March 2022	$300	Yes	6/20/2022	368502
	September 2021	$300	Yes	6/20/2022	
2020	March 2022	$14	Yes	6/20/2022	368502
	September 2021	$41	Yes	6/20/2022	
2019	March 2021	$295	Yes	12/9/2020	211979
	September 2020	$295	Yes	11/19/2020	
2019	March 2021	$0	No		211979
	September 2020	$9	Yes	11/19/2020	
2018	March 2020	$298	Yes	5/31/2020	046150
	September 2019	$298	Yes	11/20/2019	
2018	March 2020	$0	No		046150
	September 2019	$9	Yes	11/20/2019	
2017	March 2019	$295	Yes	5/16/2019	046150
	September 2018	$295	Yes	11/16/2018	
2017	March 2019	$4	Yes	5/16/2019	046150
	September 2018	$0	No		
2017	March 2019	$0	No		046150
	September 2018	$9	Yes	11/16/2018	
2017	March 2019	$9	Yes	5/16/2019	046150
	September 2018	$0	No		
2016	March 2018	$304	Yes	6/18/2018	046150
	September 2017	$304	Yes	6/18/2018	
2016	March 2018	$0	No		046150
	September 2017	$4	Yes	6/18/2018	
2016	March 2018	$14	Yes	6/18/2018	046150
	September 2017	$41	Yes	6/18/2018	

Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos

Sketches



Sketch by www.camavision.com

Map

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 4,000 8,000 12,000
Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Black Hawk County, IA

Summary

Parcel ID	891313359016
Alternate ID	
Property Address	127 NEWELL ST WATERLOO IA 50703
Sec/Twp/Rng	N/A
Brief Tax Description	RICKER AND BRATNOBERS ADDITION LOT 15 BLK 1 (Note: Not to be used on legal documents)
Deed Book/Page	2024-23655 (11/20/2024)
Contract Book/Page	
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
TIF District	941311 - WATERLOO LOGAN UR TIF AMD1
School District	WATERLOO COMMUNITY SCHOOLS

Neighborhood

Neighborhood EWTLO-13

Owner information

Deed	Mail To
CITY OF WATERLOO	CITY OF WATERLOO
ATTN: FINANCE DEPARTMENT	ATTN: FINANCE DEPARTMENT
715 MULBERRY ST	715 MULBERRY ST
WATERLOO IA 50703	WATERLOO IA 50703

Address Change Form

Link to the Address Change Form

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/30/2015	GREER,GORDON	RESIDENTIAL EQUITY PARTNERS LLC	2016-00006610	FORECLOSURES, FORFEITURES, SHERIFFS AND TAX SALES, OR TRANSFERS ...	Deed		$950.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 56.00 x 133.00
Lot Area 0.17 Acres;7,448 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family
Style	1 Story Frame
Architectural Style	N/A
Year Built	1906
Exterior Material	Alum
Total Gross Living Area	794 SF
Attic Type	None;
Number of Rooms	5 above; 0 below
Number of Bedrooms	2 above; 0 below
Basement Area Type	Full
Basement Area	682
Basement Finished Area	
Plumbing	1 Standard Bath;
Central Air	Yes
Heat	Yes
Fireplaces	
Porches	1S Frame Enclosed (100 SF); 1S Frame Enclosed (40 SF);
Decks	Bsmt Entry/Encl Strs (60 SF);
Additions	1 Story Frame (112 SF);
Garages	400 SF (20F W x 20F L) - Det Frame (Built 1924);

Permits

Permit #	Date	Description	Amount
FC	07/10/2025	Demo/Rmvl	0
WA HA 0232	03/24/2003	A/C	2,785

Valuation

		2025	2024	2023	2022	2021
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$6,930	$6,930	$6,930	$6,930	$6,930
+	Assessed Improvement Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$22,050	$18,160	$18,160	$13,050	$13,050
=	**Gross Assessed Value**	**$28,980**	**$25,090**	**$25,090**	**$19,980**	**$19,980**
-	Exempt Value	($28,980)	$0	$0	$0	$0
=	**Net Assessed Value**	**$0**	**$25,090**	**$25,090**	**$19,980**	**$19,980**

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	28,980

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024	2021 Pay 2022-2023
+	Taxable Land Value	$3,287	$3,212	$3,787	$3,751
+	Taxable Improvement Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$8,614	$8,416	$7,132	$7,064
=	**Gross Taxable Value**	**$11,901**	**$11,628**	**$10,919**	**$10,815**
-	Homestead 65+ Exemption	$0	$0	$0	$0
-	Military Exemption	$0	$0	$0	$0
=	**Net Taxable Value**	**$11,901**	**$11,628**	**$10,919**	**$10,815**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730	39.49908
=	**Gross Taxes Due**	**$544.31**	**$501.51**	**$438.81**	**$427.18**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$544.31**	**$501.51**	**$438.81**	**$427.18**

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$272	Yes		704296
	September 2025	$272	Yes		
2023	March 2025	$251	Yes		630642
	September 2024	$251	Yes		
2022	March 2024	$219	Yes		505576
	September 2023	$219	Yes		

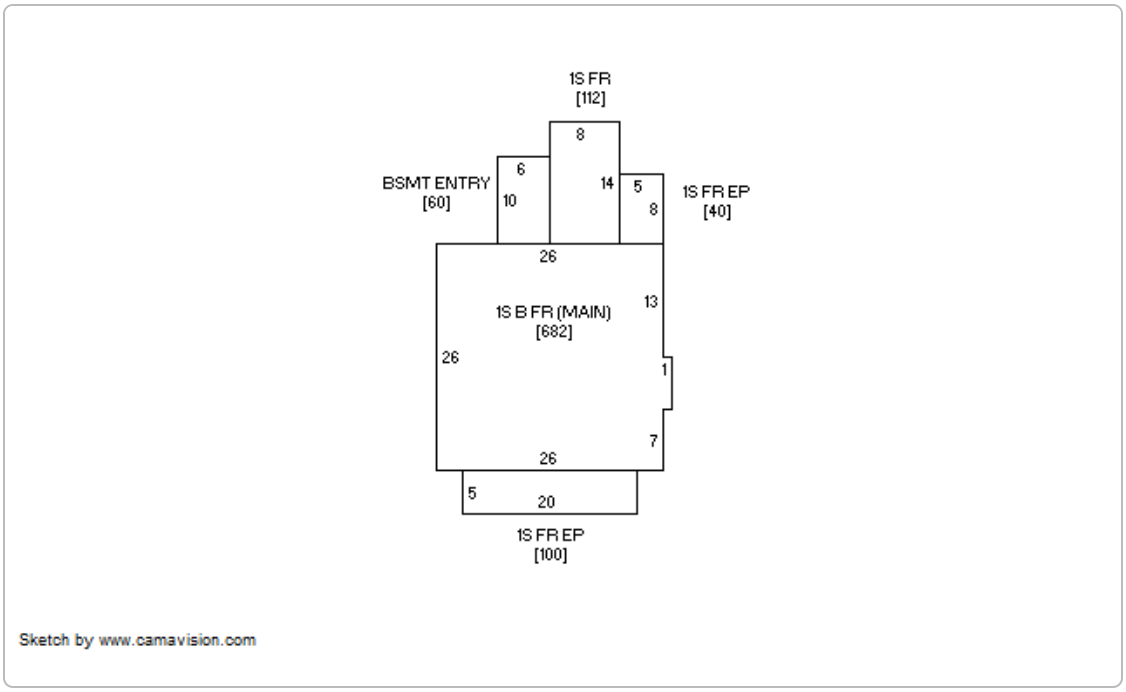
Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023 September 2022	$214 $214	Yes Yes		400883
2020	March 2022 September 2021	$195 $195	Yes Yes		375587
2019	March 2021 September 2020	$192 $192	Yes Yes		274063
2018	March 2020 September 2019	$193 $193	Yes Yes		036281
2017	March 2019 September 2018	$192 $192	Yes Yes		036281
2016	March 2018 September 2017	$343 $343	Yes Yes		036281

Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos

Sketches



Map

Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From: 01/07/2

To: 01/07/2

Search Sales by Neighborhood

Search Sales by Subdivision

Distance: 1500

Units: Feet

Search Sales by Distance

Homestead Tax Credit and Exemption

Apply Online for the Homestead Tax Credit and Exemption

Military Service Tax Exemption Application

Apply Online for the Military Service Tax Exemption

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Homestead, Tax Sale Certificate, Special Assessments, Board of Review Petition.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 1/6/2026, 10:29:26 PM

Contact Us

Developed by SCHNEIDER GEOSPATIAL

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 4,000 8,000 12,000
Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

SCALE: 1" = 30' HOR

PATCH NOTES

- SPECIAL BACKFILL, IDOT SPEC 2102.03.F.2C, GRAD #30, SPEC SEC 4132
- HMA THICKNESS - 1.5" BASE COURSE, 1.5" INTERMEDIATE COURSE, 1.5" SURFACE COURSE
  PCC THICKNESS - 9 "
- SEE SEC 7020 - SUPPLEMENTAL SUDAS SPECIFICATIONS FOR REFERENCE, CONSTRUCTION PER SUDAS SPECS+ CITY OF WATERLOO SUPPLEMENTAL SUDAS SPECS.

504 ANKENY ST

121 NEWELL ST

127 NEWELL ST

141 NEWELL ST

1701 E 4TH ST

130 SF OF SIDEWALK R & R

33 LF CURB & GUTTER R & R - 24"

PLUG SAN SERVICE AT PROPERTY LINE

W
SAN

KILL WATER SERVICE @ MAIN

11.1 SY OF 4.5" HMA & 9" PCC PATCH

NEWELL ST

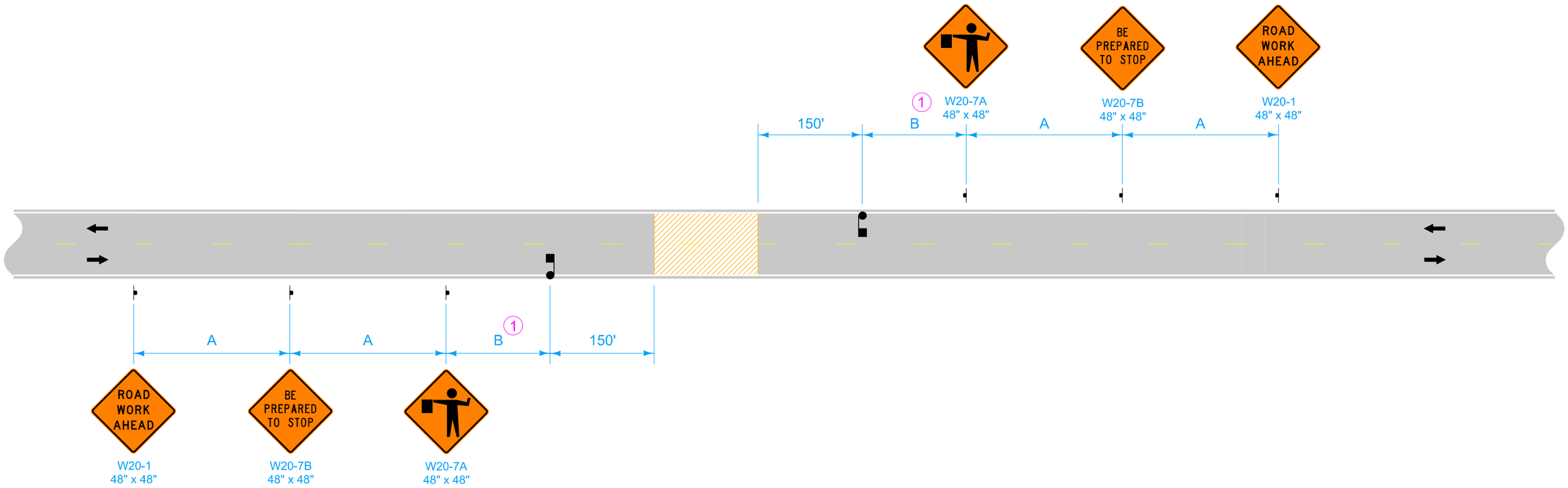
127 NEWELL ST

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

DATE: 1/9/2026

SHEET 1

C:\Users\loumie.ceesay\OneDrive - City of Waterloo\Desktop\Drawing1.dwg 1/9/2026 9:23 AM



Possible Contract Item:

Traffic Control
Flaggers

LEGEND

- Traffic Sign
- Work Area
- Flagger
- Direction of Traffic

SPEED LIMIT (mph)*	A	B (1) (minimum)
35 or less	250'	250'
40 - 45	350'	350'
50 or greater	500'	500'

* Speed Limit refers to regulatory speed limit before road work.

This layout is intended for a preplanned closure of 20 minutes or less.

(1) The Engineer will determine the storage length, B, necessary to accommodate stopped traffic during the closure.

IOWA DOT

STANDARD ROAD PLAN

REVISION	
4	4-18-23

TC-251

SHEET 1 of 1

REVISIONS: Added speed limit note. Formatted speed limit table.

APPROVED BY DESIGN METHODS ENGINEER

TEMPORARY ROAD CLOSURE

Black Hawk County, IA

Summary

Parcel ID	891313382015
Alternate ID	
Property Address	1712 E 4TH ST WATERLOO IA 50703
Sec/Twp/Rng	N/A
Brief Tax Description	MANSONS SECOND ADDITION S 40 FT LOT 3 BLK 1 (Note: Not to be used on legal documents)
Deed Book/Page	202400009516 (1/31/2024)
Contract Book/Page	
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
TIF District	941311 - WATERLOO LOGAN UR TIF AMD1
School District	WATERLOO COMMUNITY SCHOOLS

Neighborhood

Neighborhood EWTLO-13

Owner information

Deed	Mail To
CITY OF WATERLOO	CITY OF WATERLOO
ATTN: FINANCE DEPARTMENT	ATTN: FINANCE DEPARTMENT
715 MULBERRY ST	715 MULBERRY ST
WATERLOO IA 50703	WATERLOO IA 50703

Address Change Form

Link to the Address Change Form

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
10/1/2019	OAK TREE PROPERTIES LLC	GARCIA,MARIA C	2020-00008951	NORMAL	Contract		$4,500.00
10/17/2005	POLLOCK,JOHN B	SCOTT,MAXINE	2006-10946	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Contract		$8,000.00
5/1/2000	CUNNINGHAM,EDMUND V	POLLOCK,JOHN B	673-289	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		$13,500.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 40.00 x 140.00
Lot Area 0.13 Acres;5,600 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Two-Family Conversion
Style	2 Story Frame
Architectural Style	N/A
Year Built	1929
Exterior Material	Asb
Total Gross Living Area	1,752 SF
Attic Type	None;
Number of Rooms	9 above; 0 below
Number of Bedrooms	4 above; 0 below
Basement Area Type	Full
Basement Area	876
Basement Finished Area	
Plumbing	2 Standard Bath; 1 Sink;
Central Air	No
Heat	Yes
Fireplaces	
Porches	
Decks	
Additions	
Garages	

Permits

Permit #	Date	Description	Amount
FC	07/10/2025	Demo/Rmvl	0

Valuation

		2025	2024	2023	2022	2021
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$5,000	$5,000	$5,000	$5,000	$5,000
+	Assessed Improvement Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$22,020	$18,540	$18,540	$13,610	$13,610
=	**Gross Assessed Value**	**$27,020**	**$23,540**	**$23,540**	**$18,610**	**$18,610**
-	Exempt Value	($27,020)	($23,540)	$0	$0	$0
=	**Net Assessed Value**	**$0**	**$0**	**$23,540**	**$18,610**	**$18,610**

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	27,020

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024	2021 Pay 2022-2023
+	Taxable Land Value	$0	$2,317	$2,733	$2,707
+	Taxable Improvement Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$0	$8,592	$7,438	$7,367
=	**Gross Taxable Value**	**$0**	**$10,909**	**$10,171**	**$10,074**
-	Homestead 65+ Exemption	$0	$0	$0	$0
-	Military Exemption	$0	$0	$0	$0
=	**Net Taxable Value**	**$0**	**$10,909**	**$10,171**	**$10,074**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730	39.49908
=	**Gross Taxes Due**	**$0.00**	**$470.50**	**$408.75**	**$397.91**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$0.00**	**$470.50**	**$408.75**	**$397.91**

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$0	No		716969
	September 2025	$0	No		
2023	March 2025	$235	Yes		632523
	September 2024	$235	Yes		
2022	March 2024	$204	Yes		519438
	September 2023	$204	Yes		

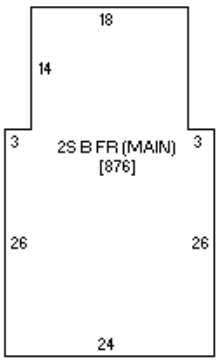
Year	Due Date	Amount	Paid	Date Paid	Receipt
2021	March 2023	$0	No		468828
	September 2022	$4	Yes	6/19/2023	
2021	March 2023	$199	Yes	6/19/2023	468828
	September 2022	$199	Yes	9/2/2022	
2021	March 2023	$9	Yes	6/19/2023	468828
	September 2022	$0	No		
2020	March 2022	$188	Yes	5/27/2022	360920
	September 2021	$188	Yes	8/26/2021	
2020	March 2022	$0	No		360920
	September 2021	$4	Yes	5/27/2022	
2019	March 2021	$185	Yes	4/20/2021	222490
	September 2020	$185	Yes	9/15/2020	
2019	March 2021	$4	Yes	4/20/2021	222490
	September 2020	$0	No		
2019	March 2021	$3	Yes	4/20/2021	222490
	September 2020	$0	No		
2018	March 2020	$0	No		036421
	September 2019	$17	Yes	7/22/2020	
2018	March 2020	$187	Yes	7/22/2020	036421
	September 2019	$187	Yes	7/22/2020	
2017	March 2019	$0	No		036421
	September 2018	$4	Yes	11/18/2019	
2017	March 2019	$8	Yes	11/18/2019	036421
	September 2018	$25	Yes	11/18/2019	
2017	March 2019	$185	Yes	11/18/2019	036421
	September 2018	$185	Yes	11/18/2019	
2016	March 2018	$43	Yes	11/18/2019	036421
	September 2017	$60	Yes	11/18/2019	
2016	March 2018	$0	No		036421
	September 2017	$4	Yes	11/18/2019	
2016	March 2018	$191	Yes	11/18/2019	036421
	September 2017	$191	Yes	11/18/2019	

Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos

Sketches



Sketch by www.camavision.com

Map

Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From: 01/07/2

To: 01/07/2

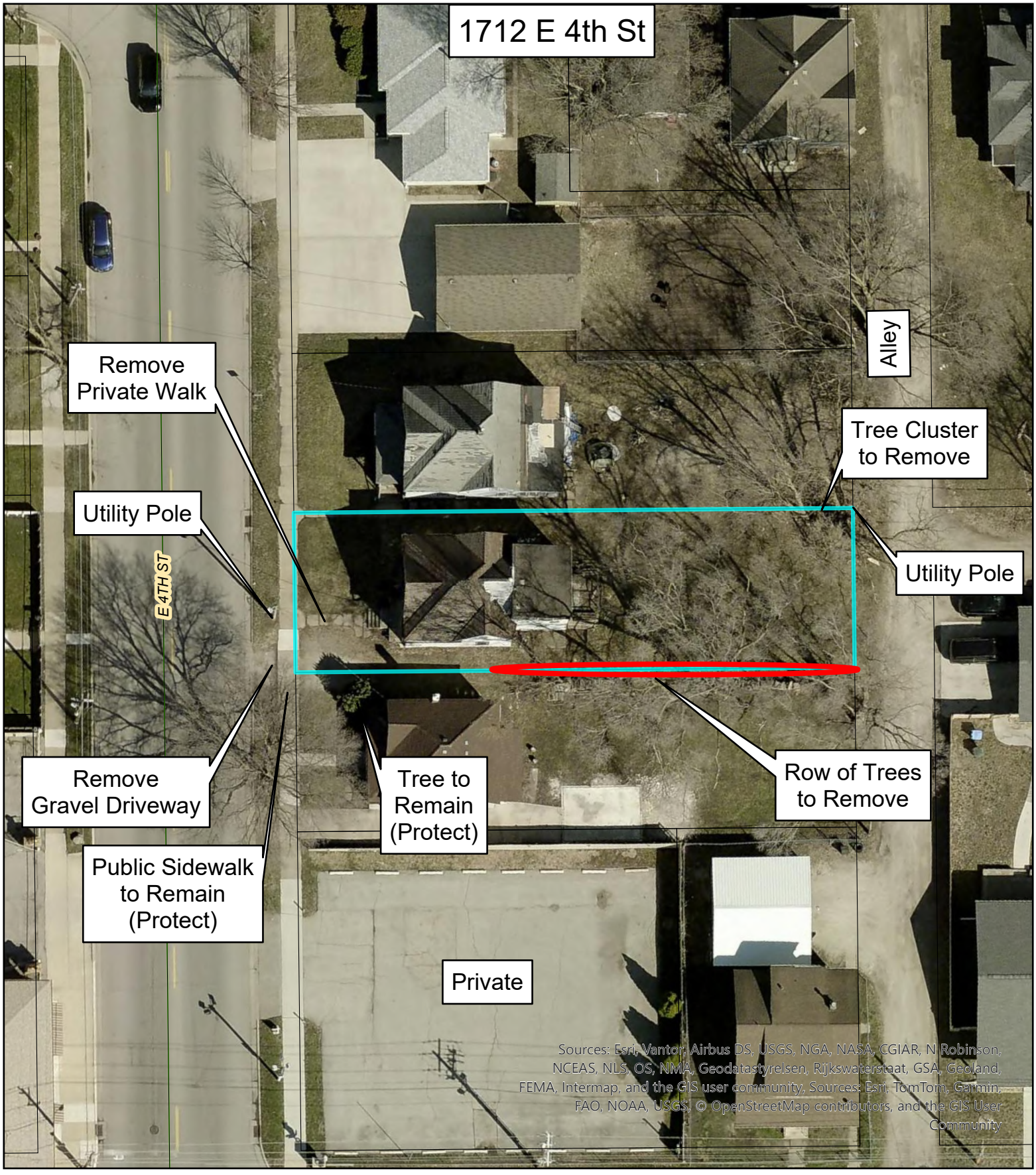
Search Sales by Neighborhood

Search Sales by Subdivision

Distance: 1500

Units: Feet

Search Sales by Distance



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 4,000 8,000 12,000
Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Black Hawk County, IA

Summary

Parcel ID	891313379008
Alternate ID	
Property Address	227 RICKER ST WATERLOO IA 50703
Sec/Twp/Rng	N/A
Brief Tax Description	MANSONS SECOND ADDITION W 1/2 LOT 11 BLK 6 (Note: Not to be used on legal documents)
Deed Book/Page	2025-00759 (1/16/2025)
Contract Book/Page	MISC-101-187 (12/20/1956)
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
TIF District	941311 - WATERLOO LOGAN UR TIF AMD1
School District	WATERLOO COMMUNITY SCHOOLS

Neighborhood

Neighborhood EWTLO-13

Owner information

Deed	**Mail To**
CITY OF WATERLOO	CITY OF WATERLOO
ATTN: FINANCE DEPARTMENT	ATTN: FINANCE DEPARTMENT
715 MULBERRY ST	715 MULBERRY ST
WATERLOO IA 50703	WATERLOO IA 50703

Address Change Form

Link to the Address Change Form

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 25.00 x 140.00
Lot Area 0.08 Acres;3,500 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family
Style	1 1/2 Story Frame
Architectural Style	N/A
Year Built	1909
Exterior Material	Vinyl
Total Gross Living Area	1,064 SF
Attic Type	None;
Number of Rooms	6 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	560
Basement Finished Area	
Plumbing	1 Standard Bath;
Central Air	No
Heat	Yes
Fireplaces	
Porches	1S Frame Enclosed (128 SF);
Decks	
Additions	1 Story Frame (112 SF);
Garages	

Permits

Permit #	Date	Description	Amount
FC	07/10/2025	Demo/Rmvl	0
WA 1289	08/05/2003	Ext-Remodel	190

Valuation

		2025	2024	2023	2022	2021
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$3,130	$3,130	$3,130	$3,130	$3,130
+	Assessed Improvement Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$16,250	$13,380	$13,380	$10,210	$10,210
=	**Gross Assessed Value**	**$19,380**	**$16,510**	**$16,510**	**$13,340**	**$13,340**
-	Exempt Value	($19,380)	$0	$0	$0	$0
=	**Net Assessed Value**	**$0**	**$16,510**	**$16,510**	**$13,340**	**$13,340**

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	19,380

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024	2021 Pay 2022-2023
+	Taxable Land Value	$1,485	$1,451	$1,711	$1,694
+	Taxable Improvement Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$6,346	$6,201	$5,580	$5,527
=	**Gross Taxable Value**	**$7,831**	**$7,652**	**$7,291**	**$7,221**
-	Homestead 65+ Exemption	$0	$0	$0	$0
-	Military Exemption	$0	$0	$0	$0
=	**Net Taxable Value**	**$7,831**	**$7,652**	**$7,291**	**$7,221**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730	39.49908
=	**Gross Taxes Due**	**$358.16**	**$330.03**	**$293.01**	**$285.22**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$358.16**	**$330.03**	**$293.01**	**$285.22**

Tax History

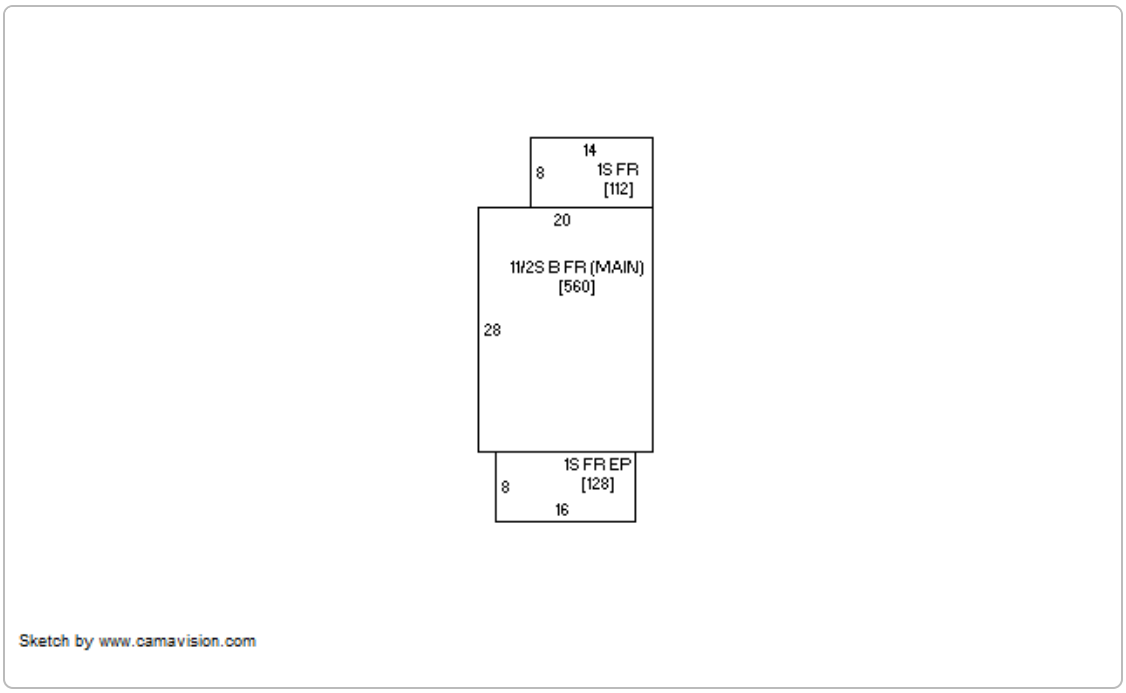
Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$179	Yes		716919
	September 2025	$179	Yes		
2023	March 2025	$165	Yes		630718
	September 2024	$165	Yes		
2022	March 2024	$147	Yes		519386
	September 2023	$147	Yes		
2021	March 2023	$143	Yes		459873
	September 2022	$143	Yes		
2020	March 2022	$137	Yes		375596
	September 2021	$137	Yes		
2019	March 2021	$6	Yes		264216
	September 2020	$18	Yes		
2019	March 2021	$135	Yes		264216
	September 2020	$135	Yes		
2019	March 2021	$0	No		264216
	September 2020	$4	Yes		
2018	March 2020	$136	Yes		036365
	September 2019	$136	Yes		
2018	March 2020	$22	Yes		036365
	September 2019	$35	Yes		
2017	March 2019	$47	Yes		036365
	September 2018	$59	Yes		
2017	March 2019	$0	No		036365
	September 2018	$4	Yes		
2017	March 2019	$135	Yes		036365
	September 2018	$135	Yes		
2016	March 2018	$0	No		036365
	September 2017	$4	Yes	3/13/2018	
2016	March 2018	$41	Yes	3/13/2018	036365
	September 2017	$41	Yes	3/13/2018	

Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos

Sketches



Map

Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From: 01/07/2

To: 01/07/2

Search Sales by Neighborhood

Search Sales by Subdivision

Distance: 1500

Units: Feet

Search Sales by Distance

Homestead Tax Credit and Exemption

Apply Online for the Homestead Tax Credit and Exemption

Military Service Tax Exemption Application

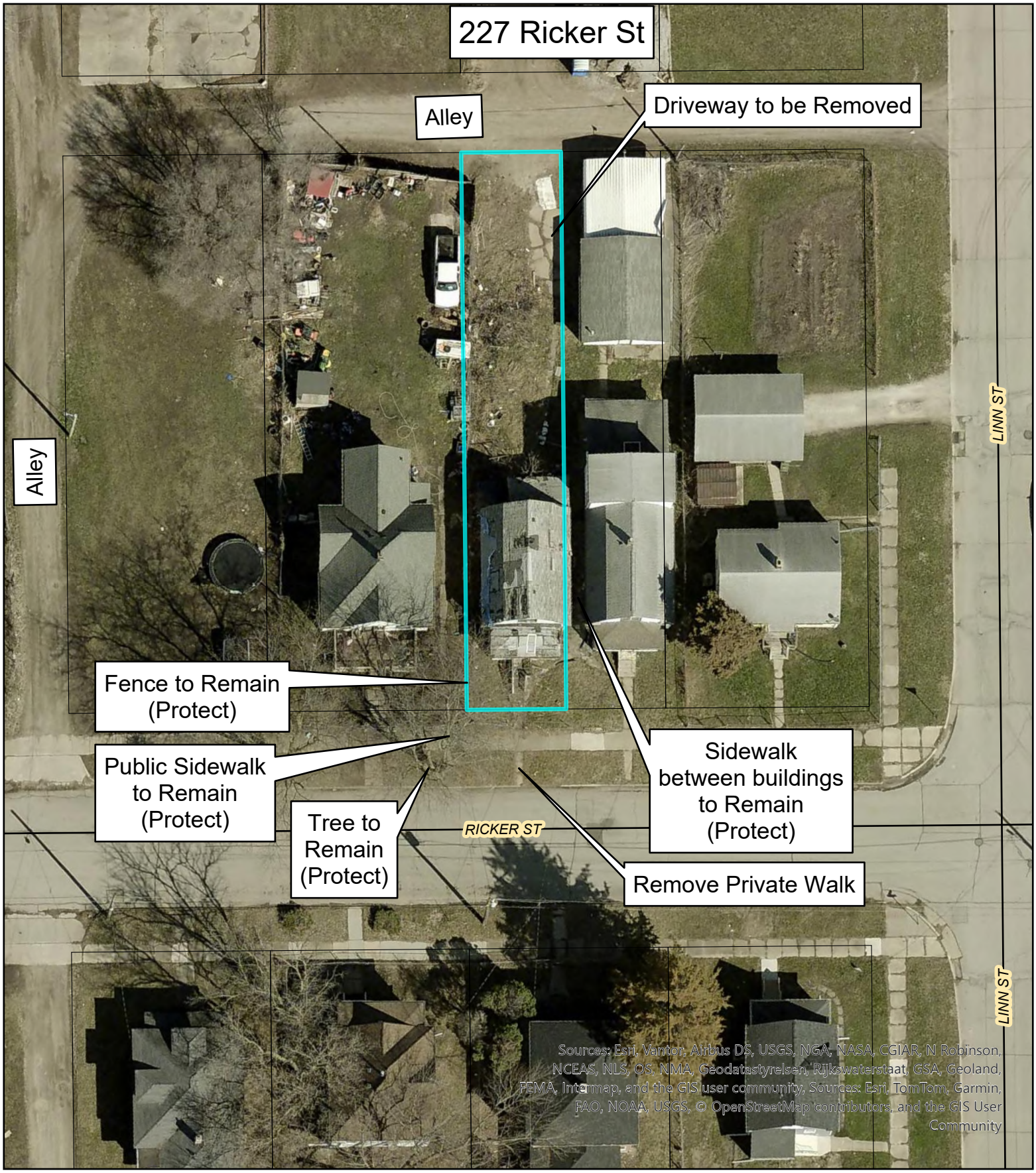
Apply Online for the Military Service Tax Exemption

No data available for the following modules: Sales, Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Homestead, Tax Sale Certificate, Special Assessments, Board of Review Petition.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 1/6/2026, 10:29:26 PM

Contact Us

Developed by SCHNEIDER GEOSPATIAL



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 4,000 8,000 12,000
Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Black Hawk County, IA

Summary

Parcel ID	891325208003
Alternate ID	
Property Address	418 COURTLAND ST WATERLOO IA 50703
Sec/Twp/Rng	N/A
Brief Tax Description	LANE AND FOWLERS ADDITION W 20 FT LOT 1 BLK 6 E 20 FT LOT 2 BLK 6 (Note: Not to be used on legal documents)
Deed Book/Page	2024-23869 (11/25/2024)
Contract Book/Page	2015-017241 (4/27/2015)
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
TIF District	941131 - WATERLOO RATH AREA TIF AMD1
School District	WATERLOO COMMUNITY SCHOOLS

Neighborhood

Neighborhood EWTLO-02

Owner information

Deed	Mail To
CITY OF WATERLOO	CITY OF WATERLOO
ATTN: FINANCE DEPARTMENT	ATTN: FINANCE DEPARTMENT
715 MULBERRY ST	715 MULBERRY ST
WATERLOO IA 50703	WATERLOO IA 50703

Address Change Form

Link to the Address Change Form

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
1/30/2015	IHH BIG 12 FOUR GUYS LLC	QUICK CONSTRUCTION COMPANY L	2015-00017241	MULTIPLE PARCEL SALE	Contract	Y	$0.00
12/4/2014	WILLIAMS,MARIO	IHH BIG 12 FOUR GUYS LLC	2015-00009689	FORECLOSURES, FORFEITURES, SHERIFFS AND TAX SALES, OR TRANSFERS ...	Deed		$373.00
12/31/2009	MIDWESTONE BANK	WD INVESTMENTS LLC	2010-00012975	MULTIPLE PARCEL SALE - 09/11	Deed	Y	$0.00
12/18/2008	EDWARDS,KEVIN	MIDWESTONE BANK AND TRUST	2010-00004958	MULTIPLE PARCEL SALE - 09/11	Deed	Y	$0.00
3/15/2005	GREATER CEDAR VALLEY FIN G	EDWARDS,KEVIN	2005-21364	RESIDENTIAL SALE OF TWO OR MORE PARCELS-SINGLE CONSIDERATION - PRIOR 09	Deed		$144,000.00
10/14/2004	MOSSMAN,JEFFERY A	GREATER CEDAR VALLEY FIN GROUP LLC	2005-09536	RESIDENTIAL SALE OF TWO OR MORE PARCELS-SINGLE CONSIDERATION - PRIOR 09	Deed		$150,000.00
9/13/2004	GREATER CEDAR VALLEY FINANCIAL GROUP LLC	MOSSMAN,JEFFERY A	2005-07195	SALE BY LENDING INSTITUTION OF PROPERTY ACQUIRED AS RESULT OF ... - PRIOR 09	Deed		$43,000.00
5/19/2003	WD INVESTMENTS LLC	GREATER CEDAR VALLEY FINANCIAL GROUP LLC	2004-10586	RESIDENTIAL SALE OF TWO OR MORE PARCELS-SINGLE CONSIDERATION - PRIOR 09	Deed		$236,000.00
1/7/2002	LANE,JOHN THOMAS	W D INVESTMENTS L L C	681-832	RESIDENTIAL SALE OF TWO OR MORE PARCELS-SINGLE CONSIDERATION - PRIOR 09	Deed		$20,000.00
5/3/1985			578-487	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		$5,000.00

⊟ Show There are other parcels involved in one or more of the above sales:

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 40.00 x 140.00
Lot Area 0.13 Acres;5,600 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Two-Family Conversion
Style	2 Story Frame
Architectural Style	N/A
Year Built	1908
Exterior Material	Vinyl
Total Gross Living Area	1,608 SF
Attic Type	Floor & Stairs;
Number of Rooms	8 above; 0 below
Number of Bedrooms	4 above; 0 below
Basement Area Type	Full
Basement Area	804
Basement Finished Area	
Plumbing	2 Standard Bath; 1 Sink;
Central Air	No
Heat	Yes
Fireplaces	
Porches	
Decks	Asph/Wd Roof OH (183 SF);
Additions	
Garages	

Permits

Permit #	Date	Description	Amount
FC	07/10/2025	Demo/Rmvl	0
WA 01417	04/09/2012	Demo/Rmvl	0

Valuation

		2025	2024	2023	2022	2021
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$4,600	$4,600	$4,600	$4,600	$4,600
+	Assessed Improvement Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$10,820	$8,660	$8,660	$6,550	$6,550
=	**Gross Assessed Value**	**$15,420**	**$13,260**	**$13,260**	**$11,150**	**$11,150**
-	Exempt Value	($15,420)	$0	$0	$0	$0
=	**Net Assessed Value**	**$0**	**$13,260**	**$13,260**	**$11,150**	**$11,150**

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	15,420

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024	2021 Pay 2022-2023
+	Taxable Land Value	$2,182	$2,132	$2,514	$2,490
+	Taxable Improvement Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$4,108	$4,013	$3,580	$3,546
=	**Gross Taxable Value**	**$6,290**	**$6,145**	**$6,094**	**$6,036**
-	Homestead 65+ Exemption	$0	$0	$0	$0
-	Military Exemption	$0	$0	$0	$0
=	**Net Taxable Value**	**$6,290**	**$6,145**	**$6,094**	**$6,036**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730	39.49908
=	**Gross Taxes Due**	**$287.68**	**$265.03**	**$244.90**	**$238.42**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$287.68**	**$265.03**	**$244.90**	**$238.42**

Tax History

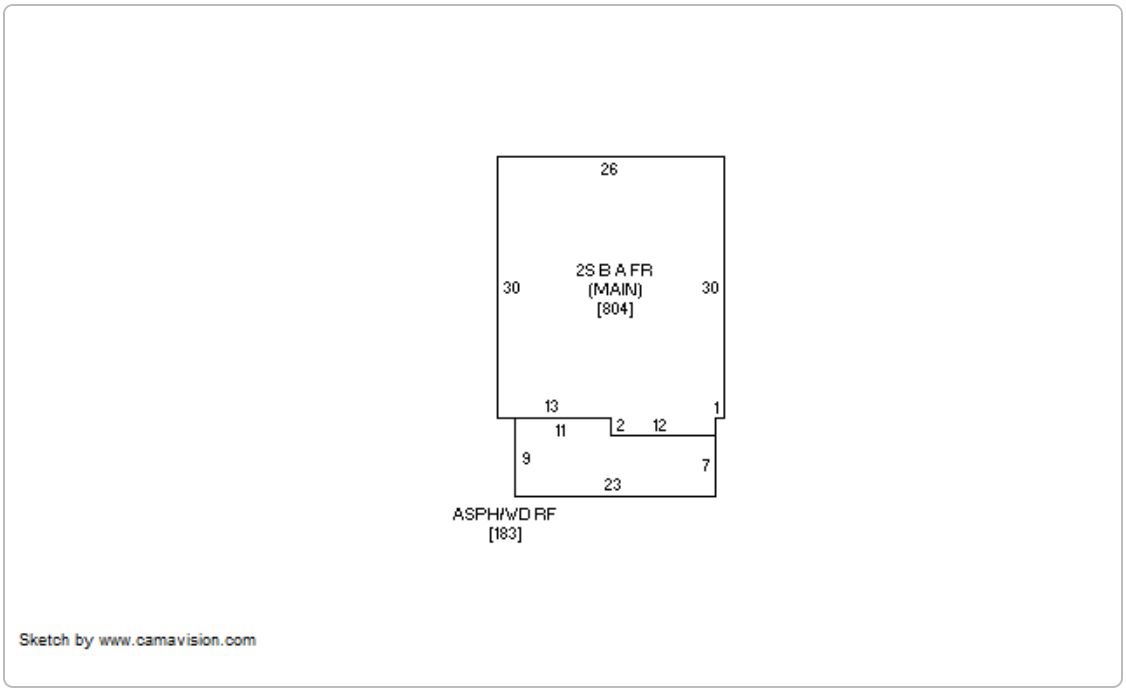
Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026 September 2025	$144 $144	Yes Yes		716296
2023	March 2025 September 2024	$133 $133	Yes Yes		648227
2022	March 2024 September 2023	$122 $122	Yes Yes		545532
2021	March 2023 September 2022	$119 $119	Yes Yes		446216
2020	March 2022 September 2021	$108 $108	Yes Yes		372527
2019	March 2021 September 2020	$106 $106	Yes Yes		274864
2018	March 2020 September 2019	$107 $107	Yes Yes		049176
2017	March 2019 September 2018	$106 $106	Yes Yes		049176
2016	March 2018 September 2017	$110 $110	Yes Yes		049176

Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos

Sketches



Map

Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From: 01/07/2

To: 01/07/2

Search Sales by Neighborhood

Search Sales by Subdivision

Distance: 1500

Units: Feet

Search Sales by Distance

Homestead Tax Credit and Exemption

Apply Online for the Homestead Tax Credit and Exemption

Military Service Tax Exemption Application

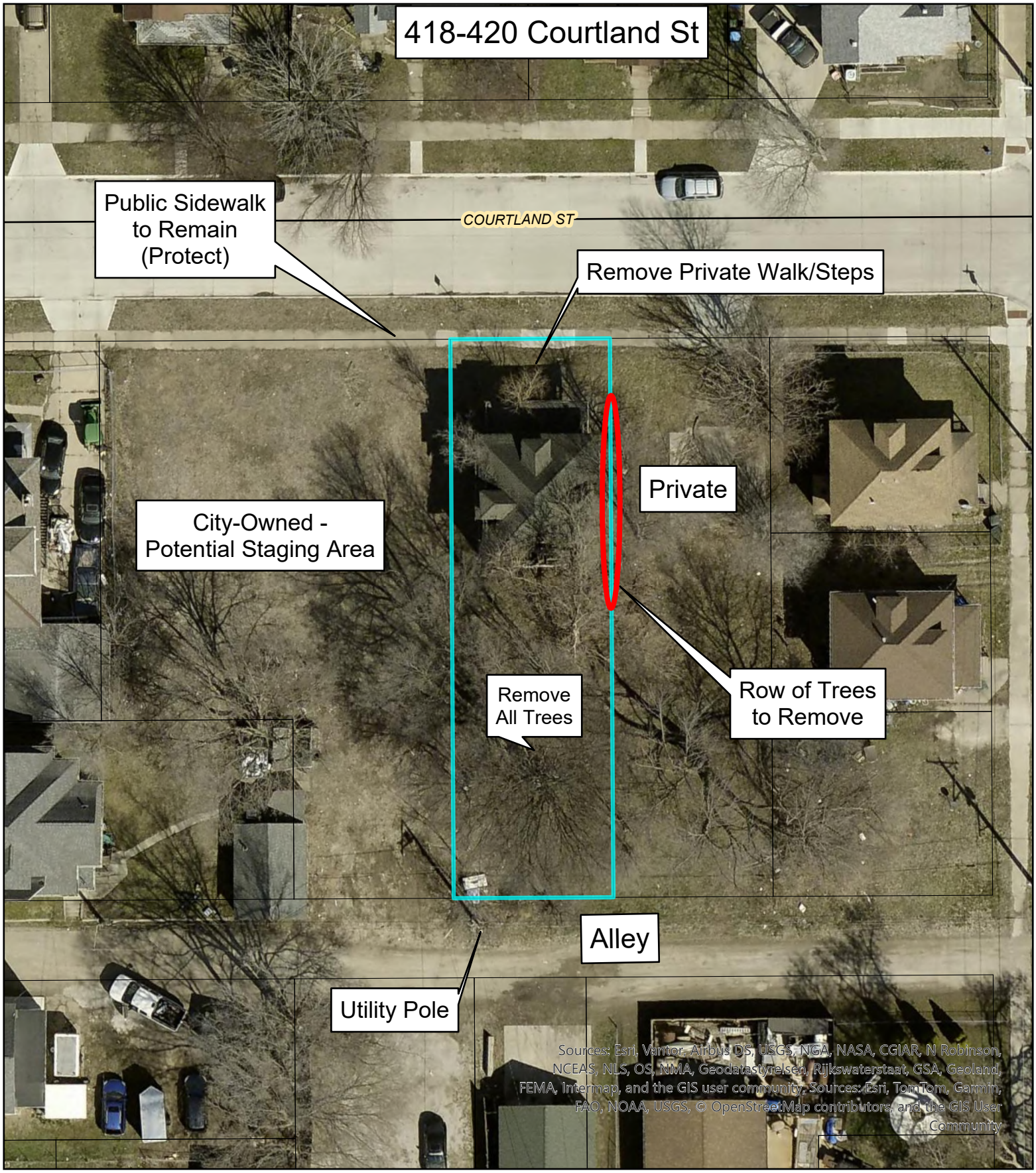
Apply Online for the Military Service Tax Exemption

No data available for the following modules: Agricultural Land/CSR, Commercial Buildings, Agricultural Buildings, Yard Extras, Homestead, Tax Sale Certificate, Special Assessments, Board of Review Petition.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 1/6/2026, 10:29:26 PM

Contact Us

Developed by SCHNEIDER GEOSPATIAL



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 4,000 8,000 12,000
Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Black Hawk County, IA

Summary

Parcel ID	891324429012
Alternate ID	
Property Address	708 MOBILE ST WATERLOO IA 50703
Sec/Twp/Rng	N/A
Brief Tax Description	SHILLIAMS SUBDIVISION S 40 FT LOT 10 BLK 1 (Note: Not to be used on legal documents)
Deed Book/Page	202400010292 (2/21/2024)
Contract Book/Page	
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
TIF District	941311 - WATERLOO LOGAN UR TIF AMD1
School District	WATERLOO COMMUNITY SCHOOLS

Neighborhood

Neighborhood EWTLO-12

Owner information

Deed	Mail To
CITY OF WATERLOO	CITY OF WATERLOO
ATTN: FINANCE DEPARTMENT	ATTN: FINANCE DEPARTMENT
715 MULBERRY ST	715 MULBERRY ST
WATERLOO IA 50703	WATERLOO IA 50703

Address Change Form

Link to the Address Change Form

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
8/28/2023	END OF THE ROAD LLC	PERSIA HOLDINGS LLC	2024-00002978	FORECLOSURES, FORFEITURES, SHERIFFS AND TAX SALES, OR TRANSFERS ...	Deed		$1,517.00
12/17/2021	JEFFERSON,EZELL LAMAR	EPHREM LAND HOLDINGS 8 LLC	2022-00017262	FORECLOSURES, FORFEITURES, SHERIFFS AND TAX SALES, OR TRANSFERS ...	Deed		$927.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 40.00 x 140.00
Lot Area 0.13 Acres;5,600 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family
Style	1 3/4 Story Frame
Architectural Style	N/A
Year Built	1900
Exterior Material	Alum
Total Gross Living Area	1,247 SF
Attic Type	None;
Number of Rooms	6 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	674
Basement Finished Area	
Plumbing	1 Standard Bath;
Central Air	Yes
Heat	Yes
Fireplaces	
Porches	1S Frame Enclosed (84 SF); 1S Frame Enclosed (138 SF);
Decks	
Additions	
Garages	

Permits

Permit #	Date	Description	Amount
FC	07/10/2025	Demo/Rmvl	0
WA 00092	02/28/2013	Furnace	2,000
WA 00279	02/15/2011	Roof	1,500
WA HA 0419	04/18/2001	Misc	1,485

Valuation

		2025	2024	2023	2022	2021
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$6,400	$6,400	$6,400	$6,400	$6,400
+	Assessed Improvement Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$58,090	$42,800	$42,800	$34,010	$34,010
=	**Gross Assessed Value**	**$64,490**	**$49,200**	**$49,200**	**$40,410**	**$40,410**
-	Exempt Value	($64,490)	($49,200)	$0	$0	$0
=	**Net Assessed Value**	**$0**	**$0**	**$49,200**	**$40,410**	**$40,410**

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	64,490

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024	2021 Pay 2022-2023
+	Taxable Land Value	$0	$2,966	$3,498	$3,464
+	Taxable Improvement Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$0	$19,835	$18,586	$18,410
=	**Gross Taxable Value**	**$0**	**$22,801**	**$22,084**	**$21,874**
-	Homestead 65+ Exemption	$0	$0	$0	$0
-	Military Exemption	$0	$0	$0	$0
=	**Net Taxable Value**	**$0**	**$22,801**	**$22,084**	**$21,874**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730	39.49908
=	**Gross Taxes Due**	**$0.00**	**$983.40**	**$887.50**	**$864.00**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$0.00**	**$983.40**	**$887.50**	**$864.00**

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$0	No		743651
	September 2025	$0	No		
2023	March 2025	$492	Yes		670741
	September 2024	$492	Yes		

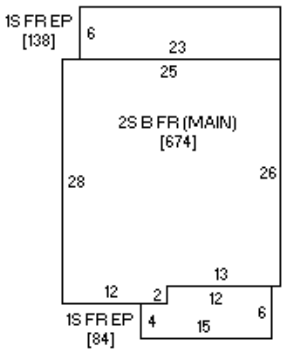
Year	Due Date	Amount	Paid	Date Paid	Receipt
2022	March 2024	$444	Yes		528670
	September 2023	$444	Yes		
2021	March 2023	$19	Yes	6/19/2023	431593
	September 2022	$58	Yes	6/19/2023	
2021	March 2023	$0	No		431593
	September 2022	$4	Yes	6/19/2023	
2021	March 2023	$432	Yes	6/19/2023	431593
	September 2022	$432	Yes	6/19/2023	
2020	March 2022	$15	Yes	5/18/2022	319464
	September 2021	$0	No		
2020	March 2022	$0	No		319464
	September 2021	$15	Yes	11/18/2021	
2020	March 2022	$489	Yes	5/18/2022	319464
	September 2021	$489	Yes	11/18/2021	
2020	March 2022	$4	Yes	5/18/2022	319464
	September 2021	$0	No		
2019	March 2021	$481	Yes	6/21/2021	273630
	September 2020	$481	Yes	6/21/2021	
2019	March 2021	$0	No		273630
	September 2020	$4	Yes	6/21/2021	
2019	March 2021	$22	Yes	6/21/2021	273630
	September 2020	$65	Yes	6/21/2021	
2018	March 2020	$381	Yes	6/21/2021	048264
	September 2019	$381	Yes	11/27/2019	
2018	March 2020	$0	No		048264
	September 2019	$11	Yes	11/27/2019	
2018	March 2020	$63	Yes	6/21/2021	048264
	September 2019	$0	No		
2017	March 2019	$378	Yes	6/17/2019	048264
	September 2018	$378	Yes	6/17/2019	
2017	March 2019	$17	Yes	6/17/2019	048264
	September 2018	$51	Yes	6/17/2019	
2016	March 2018	$389	Yes	6/15/2018	048264
	September 2017	$389	Yes	11/14/2017	
2016	March 2018	$4	Yes	6/15/2018	048264
	September 2017	$0	No		
2016	March 2018	$0	No		048264
	September 2017	$12	Yes	11/14/2017	
2016	March 2018	$18	Yes	6/15/2018	048264
	September 2017	$0	No		

Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos

Sketches



Sketch by www.camavision.com

Map

Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From: 01/07/2

To: 01/07/2

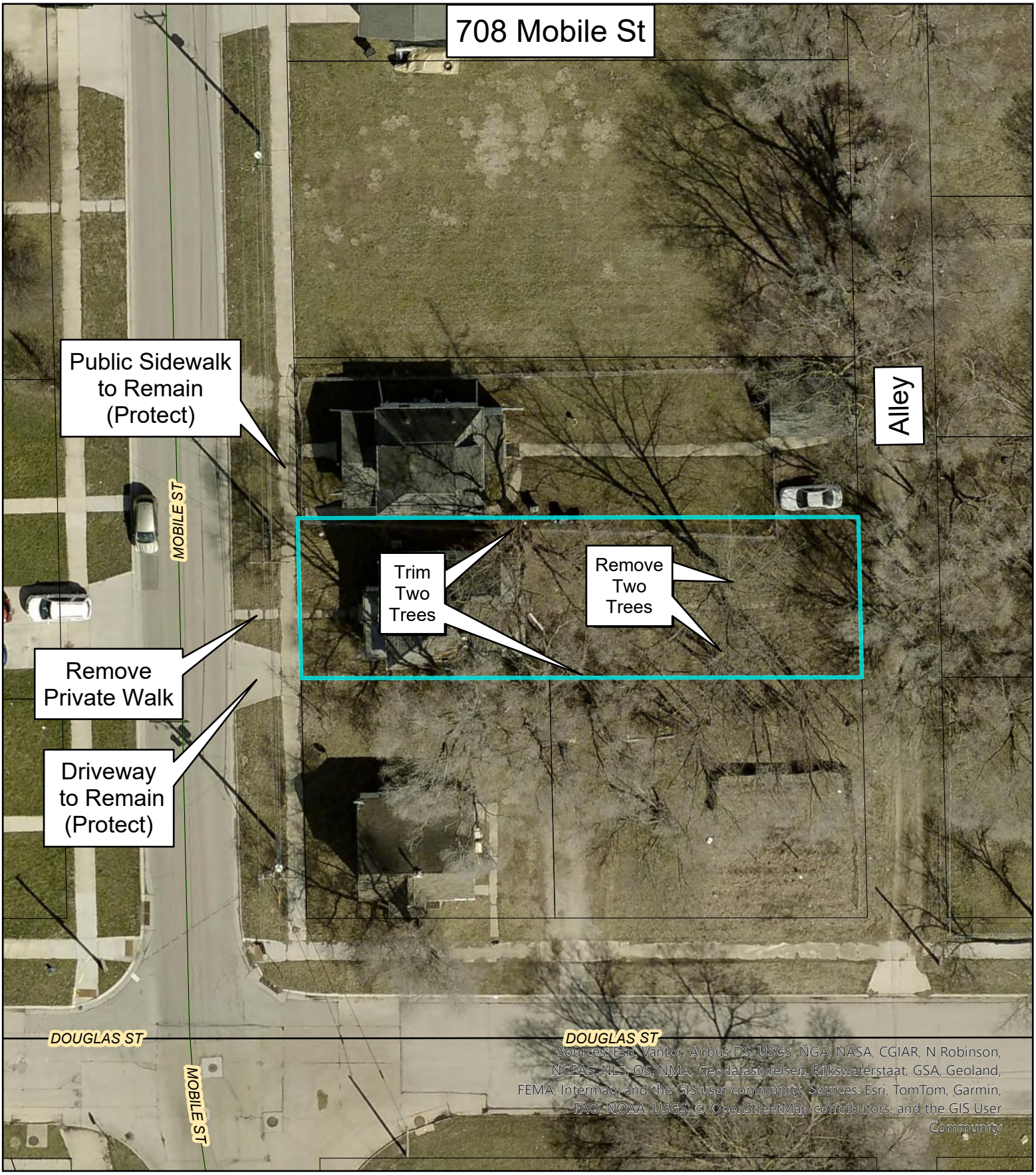
Search Sales by Neighborhood

Search Sales by Subdivision

Distance: 1500

Units: Feet

Search Sales by Distance



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 4,000 8,000 12,000
Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Black Hawk County, IA

Summary

Parcel ID	891326107008
Alternate ID	
Property Address	406 RANDALL ST WATERLOO IA 50701
Sec/Twp/Rng	N/A
Brief Tax Description	FIRST ADDITION TO OAK LAWN E 30 FT LOT 7 BLK 3 (Note: Not to be used on legal documents)
Deed Book/Page	2025-01525 (2/3/2025)
Contract Book/Page	
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
School District	WATERLOO COMMUNITY SCHOOLS

Neighborhood

Neighborhood CWTLO-03

Owner information

Deed	Mail To
CITY OF WATERLOO	CITY OF WATERLOO
ATTN: FINANCE DEPARTMENT	ATTN: FINANCE DEPARTMENT
715 MULBERRY ST	715 MULBERRY ST
WATERLOO IA 50703	WATERLOO IA 50703

Address Change Form

Link to the Address Change Form

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
2/26/2024	END OF THE ROAD LLC	MAKTAL,SAID	2024-00011092	SALE WITH CONSIDERATION PAID FOR REAL PROPERTY OF $10,000 OR LESS	Deed		$2,750.00
8/3/2020	KTJ HOMES L L C	CASILDA LAND HOLDINGS 4 LLC	2021-00002641	FORECLOSURES, FORFEITURES, SHERIFFS AND TAX SALES, OR TRANSFERS ...	Deed		$963.00
10/11/2011	HOFFMAN,LARRY J	MDG FUND 1 LLC SERIES 21	2012-00006527	SHERIFF OR TAX SALE - 09/11	Deed		$1,010.00
8/8/1997			326-637	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Contract		$18,000.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 30.00 x 140.00
Lot Area 0.10 Acres;4,200 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family
Style	2 Story Frame
Architectural Style	N/A
Year Built	1909
Exterior Material	Vinyl
Total Gross Living Area	1,292 SF
Attic Type	None;
Number of Rooms	6 above; 0 below
Number of Bedrooms	3 above; 0 below
Basement Area Type	Full
Basement Area	520
Basement Finished Area	
Plumbing	2 Standard Bath;
Central Air	No
Heat	Yes
Fireplaces	
Porches	1S Frame Enclosed (120 SF);
Decks	
Additions	1 Story Frame (132 SF);
Garages	

Permits

Permit #	Date	Description	Amount
FC	07/10/2025	Demo/Rmvl	0
WA 04439	12/17/2007	Furnace	1,714
WA 191	03/29/1994	Ext-Remodel	2,275

Valuation

		2025	2024	2023	2022	2021
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$4,500	$4,500	$4,500	$4,500	$4,500
+	Assessed Improvement Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$12,170	$10,370	$10,370	$9,280	$9,280
=	**Gross Assessed Value**	**$16,670**	**$14,870**	**$14,870**	**$13,780**	**$13,780**
-	Exempt Value	($16,670)	$0	$0	$0	$0
=	**Net Assessed Value**	**$0**	**$14,870**	**$14,870**	**$13,780**	**$13,780**

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	16,670

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024	2021 Pay 2022-2023
+	Taxable Land Value	$2,134	$2,085	$2,459	$2,436
+	Taxable Improvement Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$4,919	$4,806	$5,072	$5,023
=	**Gross Taxable Value**	**$7,053**	**$6,891**	**$7,531**	**$7,459**
-	Homestead 65+ Exemption	$0	$0	$0	$0
-	Military Exemption	$0	$0	$0	$0
=	**Net Taxable Value**	**$7,053**	**$6,891**	**$7,531**	**$7,459**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730	39.49908
=	**Gross Taxes Due**	**$322.58**	**$297.21**	**$302.65**	**$294.62**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$322.58**	**$297.21**	**$302.65**	**$294.62**

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$161	No		705368
	September 2025	$161	No		
2023	March 2025	$149	Yes	6/2/2025	674648
	September 2024	$149	Yes	10/21/2024	

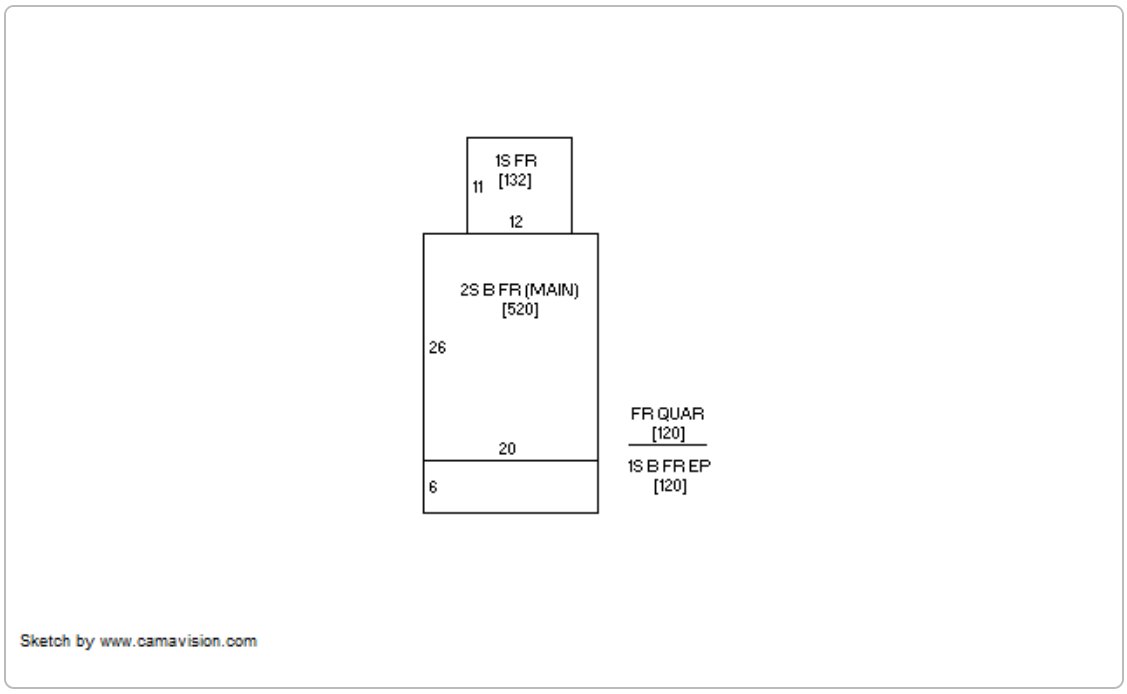
Year	Due Date	Amount	Paid	Date Paid	Receipt
2023	March 2025	$4	Yes	6/2/2025	674648
	September 2024	$0	No		
2023	March 2025	$0	No		674648
	September 2024	$2	Yes	10/21/2024	
2023	March 2025	$4	Yes	6/2/2025	674648
	September 2024	$0	No		
2022	March 2024	$151	Yes	3/11/2024	547590
	September 2023	$151	Yes	3/11/2024	
2022	March 2024	$0	No		547590
	September 2023	$14	Yes	3/11/2024	
2021	March 2023	$0	No		452820
	September 2022	$4	Yes	3/11/2024	
2021	March 2023	$26	Yes	3/11/2024	452820
	September 2022	$40	Yes	3/11/2024	
2021	March 2023	$147	Yes	3/11/2024	452820
	September 2022	$147	Yes	3/11/2024	
2020	March 2022	$0	No		372523
	September 2021	$4	Yes	6/20/2022	
2020	March 2022	$19	Yes	6/20/2022	372523
	September 2021	$58	Yes	6/20/2022	
2020	March 2022	$431	Yes	6/20/2022	372523
	September 2021	$431	Yes	6/20/2022	
2019	March 2021	$424	Yes	6/21/2021	246054
	September 2020	$424	Yes	6/21/2021	
2019	March 2021	$19	Yes	6/21/2021	246054
	September 2020	$57	Yes	6/21/2021	
2019	March 2021	$0	No		246054
	September 2020	$4	Yes	6/21/2021	
2018	March 2020	$427	Yes	6/15/2020	050435
	September 2019	$427	Yes	11/27/2019	
2018	March 2020	$0	No		050435
	September 2019	$13	Yes	11/27/2019	
2017	March 2019	$0	No		050435
	September 2018	$13	Yes	11/29/2018	
2017	March 2019	$13	Yes	5/24/2019	050435
	September 2018	$0	No		
2017	March 2019	$4	Yes	5/24/2019	050435
	September 2018	$0	No		
2017	March 2019	$424	Yes	5/24/2019	050435
	September 2018	$424	Yes	11/29/2018	
2016	March 2018	$0	No		050435
	September 2017	$13	Yes	11/29/2017	
2016	March 2018	$13	Yes	5/21/2018	050435
	September 2017	$0	No		
2016	March 2018	$4	Yes	5/21/2018	050435
	September 2017	$0	No		
2016	March 2018	$437	Yes	5/21/2018	050435
	September 2017	$437	Yes	11/29/2017	

Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos

Sketches



Map

Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From: 01/07/2

To: 01/07/2

Search Sales by Neighborhood

Search Sales by Subdivision

Distance: 1500

Units: Feet

Search Sales by Distance

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 4,000 8,000 12,000
Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Black Hawk County, IA

Summary

Parcel ID	891326180012
Alternate ID	
Property Address	718 W 2ND ST WATERLOO IA 50701
Sec/Twp/Rng	N/A
Brief Tax Description	LEAVITTS ADDITION NE 30 FT LOT 4 BLK 11 (Note: Not to be used on legal documents)
Deed Book/Page	2024-24466 (12/6/2024)
Contract Book/Page	
Adjusted CSR Pts	0
Class	R - Residential (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
School District	WATERLOO COMMUNITY SCHOOLS

Neighborhood

Neighborhood CWTLO-03

Owner information

Deed	Mail To
CITY OF WATERLOO	CITY OF WATERLOO
ATTN: FINANCE DEPARTMENT	ATTN: FINANCE DEPARTMENT
715 MULBERRY ST	715 MULBERRY ST
WATERLOO IA 50703	WATERLOO IA 50703

Address Change Form

Link to the Address Change Form

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
10/16/2023	END OF THE ROAD LLC	TARIMO,GELNS	2024-00005744	SALE WITH CONSIDERATION PAID FOR REAL PROPERTY OF $10,000 OR LESS	Deed		$5,500.00
8/3/2020	DALRYMPLE,LASHALA	DISMAS LAND HOLDINGS 6 LLC	2021-00002640	FORECLOSURES, FORFEITURES, SHERIFFS AND TAX SALES, OR TRANSFERS ...	Deed		$808.00
1/18/2013	MC FARLANE,JASON	DALRYMPLE,LASHALA	2013-00016511	SALE BETWEEN TENANT AND LANDLORD (INC SALE/LEASE-BACK TRANSACTIONS)	Deed		$12,500.00
3/21/2008	KRAGEL,DONNA M	MC FARLANE,JASON	2008-00018442	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		$23,000.00
4/10/1992			300-776	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Contract		$22,000.00
4/27/1981			559-244	NORMAL ARMS-LENGTH TRANSACTION - PRIOR 09	Deed		$20,500.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Dimensions Regular Lot: 30.00 x 140.00
Lot Area 0.10 Acres;4,200 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Residental Dwellings

Residential Dwelling	
Occupancy	Single-Family
Style	1 1/2 Story Frame
Architectural Style	N/A
Year Built	1901
Exterior Material	Asb
Total Gross Living Area	1,061 SF
Attic Type	None;
Number of Rooms	5 above; 0 below
Number of Bedrooms	2 above; 0 below
Basement Area Type	Full
Basement Area	624
Basement Finished Area	
Plumbing	1 Standard Bath;
Central Air	Yes
Heat	Yes
Fireplaces	
Porches	1S Frame Enclosed (50 SF); 1S Frame Enclosed (126 SF);
Decks	Wood Deck (120 SF);
Additions	
Garages	

Yard Extras

#1 - (1) Canopy 192 SF, Frame, Low Pricing, Built 1970
#2 - (1) Shed 40 SF, Frame Shed, Average Pricing, Built 1901

Permits

Permit #	Date	Description	Amount
FC	07/10/2025	Demo/Rmvl	0
WA 01148	09/01/2006	Roof	1,895
WA 00293	05/01/2006	Int-Remodel	1,800
WA HA 01312	11/05/2004	A/C	5,000

Valuation

		2025	2024	2023	2022	2021
	Classification	Residential	Residential	Residential	Residential	Residential
+	Assessed Land Value	$4,500	$4,500	$4,500	$4,500	$4,500
+	Assessed Improvement Value	$0	$0	$0	$0	$0
+	Assessed Dwelling Value	$5,750	$4,910	$4,910	$4,390	$4,390
=	**Gross Assessed Value**	**$10,250**	**$9,410**	**$9,410**	**$8,890**	**$8,890**
-	Exempt Value	($10,250)	$0	$0	$0	$0
=	**Net Assessed Value**	**$0**	**$9,410**	**$9,410**	**$8,890**	**$8,890**

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	10,250

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024	2021 Pay 2022-2023
+	Taxable Land Value	$2,134	$2,085	$2,459	$2,436
+	Taxable Improvement Value	$0	$0	$0	$0
+	Taxable Dwelling Value	$2,329	$2,275	$2,399	$2,376
=	**Gross Taxable Value**	**$4,463**	**$4,360**	**$4,858**	**$4,812**
-	Homestead 65+ Exemption	$0	$0	$0	$0
-	Military Exemption	$0	$0	$0	$0
=	**Net Taxable Value**	**$4,463**	**$4,360**	**$4,858**	**$4,812**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730	39.49908
=	**Gross Taxes Due**	**$204.12**	**$188.04**	**$195.23**	**$190.07**
-	Ag Land Credit	$0.00	$0.00	$0.00	$0.00
-	Family Farm Credit	$0.00	$0.00	$0.00	$0.00
-	Homestead Credit	$0.00	$0.00	$0.00	$0.00
-	Disabled and Senior Citizens Credit	$0.00	$0.00	$0.00	$0.00
-	Business Property Credit	$0.00	$0.00	$0.00	$0.00
=	**Net Taxes Due**	**$204.12**	**$188.04**	**$195.23**	**$190.07**

Tax History

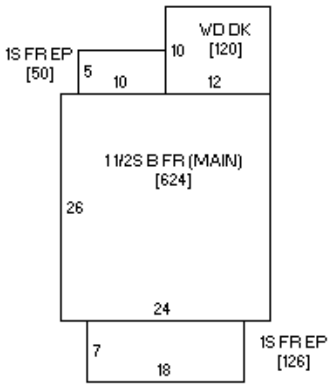
Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026	$102	Yes	7/25/2023	692636
	September 2025	$102	Yes	7/25/2023	
2023	March 2025	$0	No		618196
	September 2024	$3	Yes	11/4/2024	
2023	March 2025	$94	Yes	1/2/2025	618196
	September 2024	$94	Yes	12/2/2024	
2022	March 2024	$98	Yes	10/30/2023	542847
	September 2023	$98	Yes	10/30/2023	
2022	March 2024	$0	No		542847
	September 2023	$1	Yes	10/30/2023	
2021	March 2023	$0	No		414617
	September 2022	$4	Yes	10/30/2023	
2021	March 2023	$95	Yes	10/30/2023	414617
	September 2022	$95	Yes	10/30/2023	
2021	March 2023	$10	Yes	10/30/2023	414617
	September 2022	$19	Yes	10/30/2023	
2020	March 2022	$0	No		372632
	September 2021	$4	Yes	10/30/2023	
2020	March 2022	$30	Yes	10/30/2023	372632
	September 2021	$40	Yes	10/30/2023	
2020	March 2022	$106	Yes	10/30/2023	372632
	September 2021	$106	Yes	10/30/2023	
2019	March 2021	$30	Yes	10/30/2023	267670
	September 2020	$36	Yes	10/30/2023	
2019	March 2021	$64	Yes	10/30/2023	267670
	September 2020	$64	Yes	10/30/2023	
2019	March 2021	$0	No		267670
	September 2020	$4	Yes	10/30/2023	
2018	March 2020	$65	Yes	10/30/2023	050967
	September 2019	$65	Yes	10/30/2023	
2018	March 2020	$38	Yes	10/30/2023	050967
	September 2019	$44	Yes	10/30/2023	
2017	March 2019	$340	Yes	10/30/2023	050967
	September 2018	$340	Yes	10/30/2023	
2017	March 2019	$0	No		050967
	September 2018	$46	Yes	10/30/2023	
2017	March 2019	$15	Yes	10/30/2023	050967
	September 2018	$0	No		
2016	March 2018	$0	No		050967
	September 2017	$79	Yes	10/30/2023	
2016	March 2018	$57	Yes	10/30/2023	050967
	September 2017	$0	No		
2016	March 2018	$252	Yes	10/30/2023	050967
	September 2017	$252	Yes	10/30/2023	

Pay Property Taxes

Click here to pay property taxes for this parcel.

Photos

Sketches



Sketch by www.camavision.com

Map

Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From: 01/07/2

To: 01/07/2

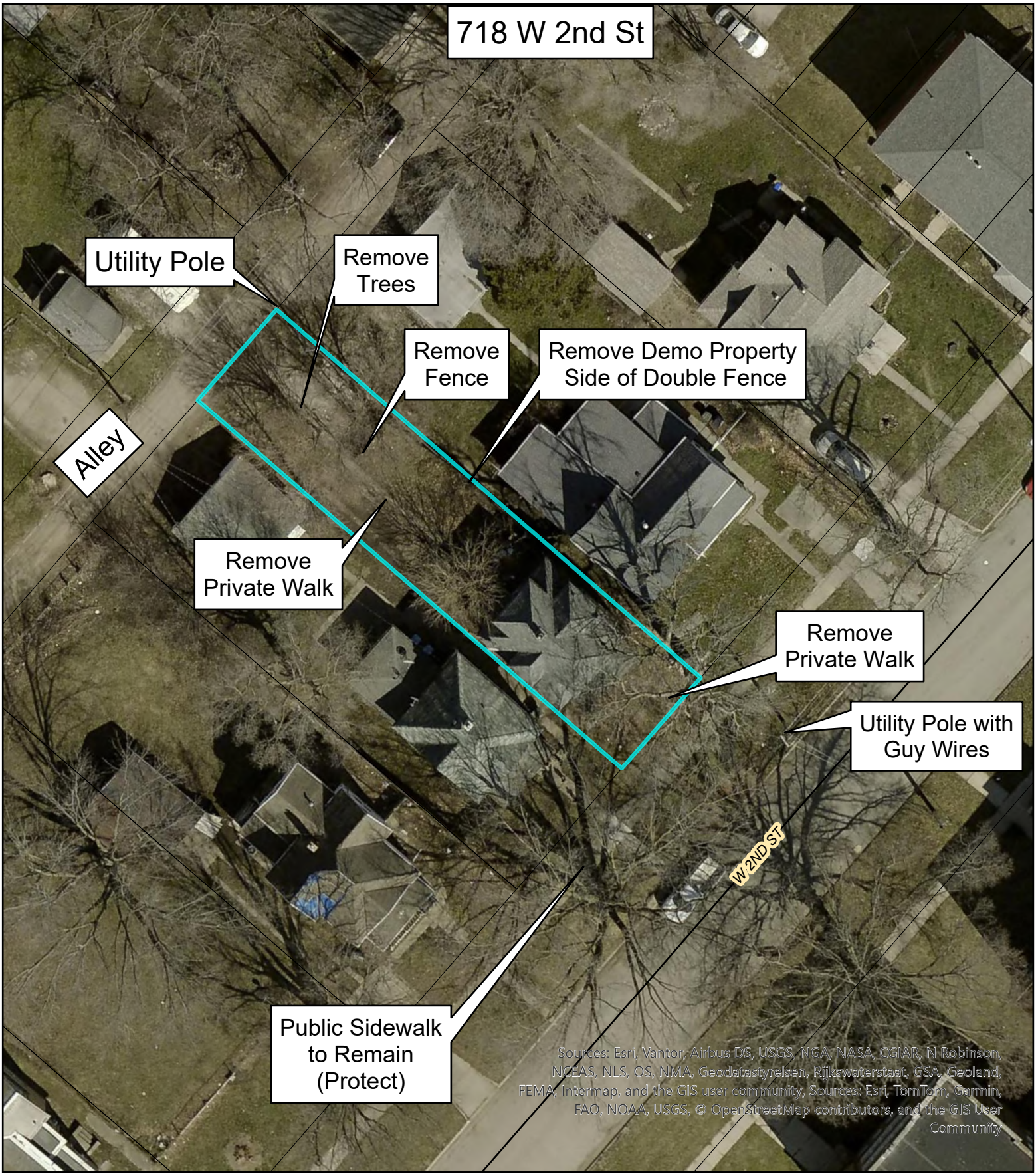
Search Sales by Neighborhood

Search Sales by Subdivision

Distance: 1500

Units: Feet

Search Sales by Distance



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 4,000 8,000 12,000
Feet

City of Waterloo, Iowa

CITY OF WATERLOO IOWA
Community of Opportunity

Demolition and Site Clearance Services, Contract No. Cont. No. D-2026-02-08P

Engineering Estimate $115,000.00

February 5, 2026

Bidder	Bid Security	Bid Amount
THOME EXCAVATING AND GRADING LA PORTE CITY, IA	5%	$95,550.00
LEHMAN TRUCKING & EXCAVATING, INC. WATERLOO, IA	5%	$93,069.00
DECARLO DEMOLITION COMPANY DES MOINES, IA	5%	$187,025.00
D.W. ZINSER COMPANY, INC. WALFORD, IA	5%	$161,450.00
WALKER RECLAIM & DEMO IOWA FALLS, IA	5%	$116,250.00

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	February 16, 2026

AGENDA ITEM TITLE

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.

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, Programing and Zoning Commission on January 13, 2026.

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

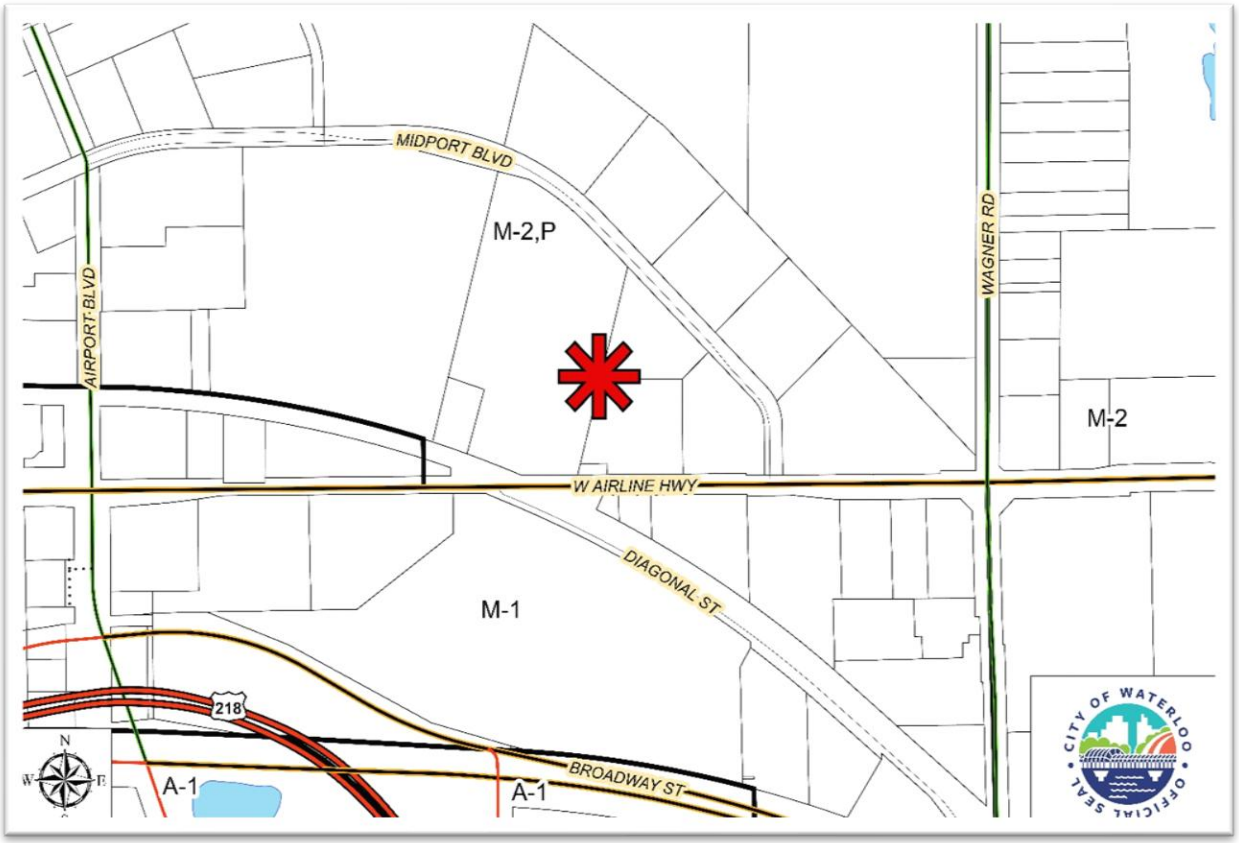
That part of a 60-foot platted easement over portions of Lot 11, Midport America Park Plat No. 2 and Lot 21, Midport America Park Plat No. 3, all in the City of Waterloo, Black Hawk County, Iowa, and more particularly described as follows:
Commencing at the southeast corner of Lot 11, Midport America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

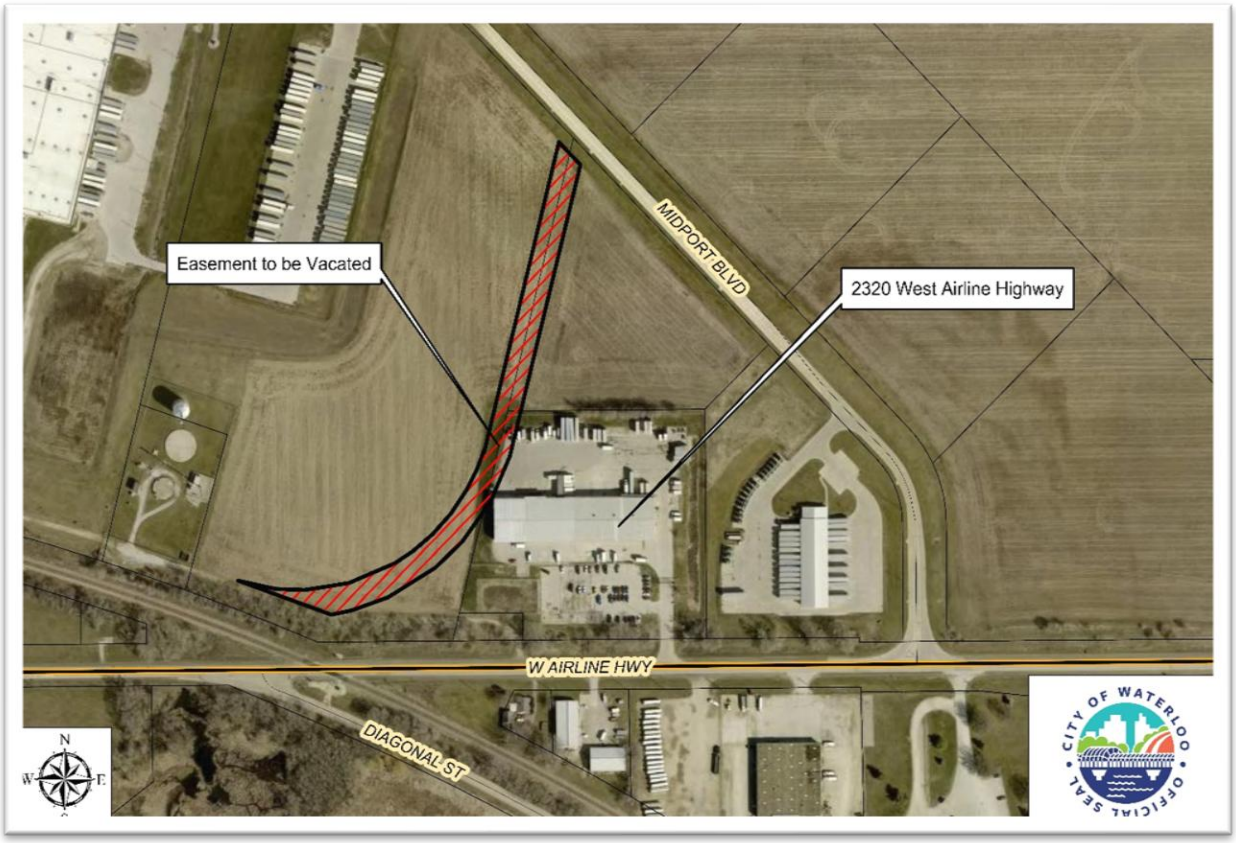
1. Staff Report- Vacate W and N of 2320 W Airline
2. ConAgra-Easement Vacate_DRAFT

CITY OF WATERLOO
Planning & Zoning

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

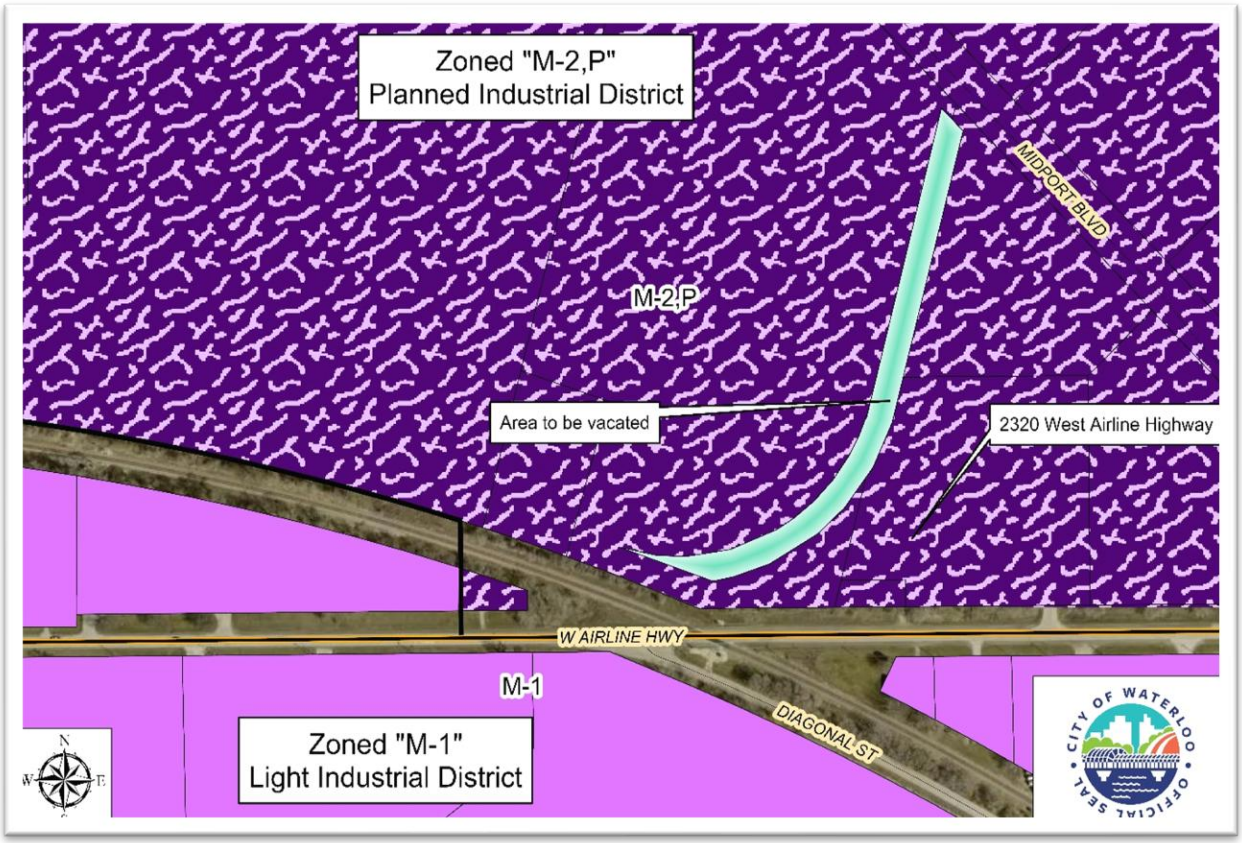


SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request to vacate a portion of the platted easement would not appear to have a negative impact upon the surrounding area as it will allow for better utilization of the lots the easement is located in.

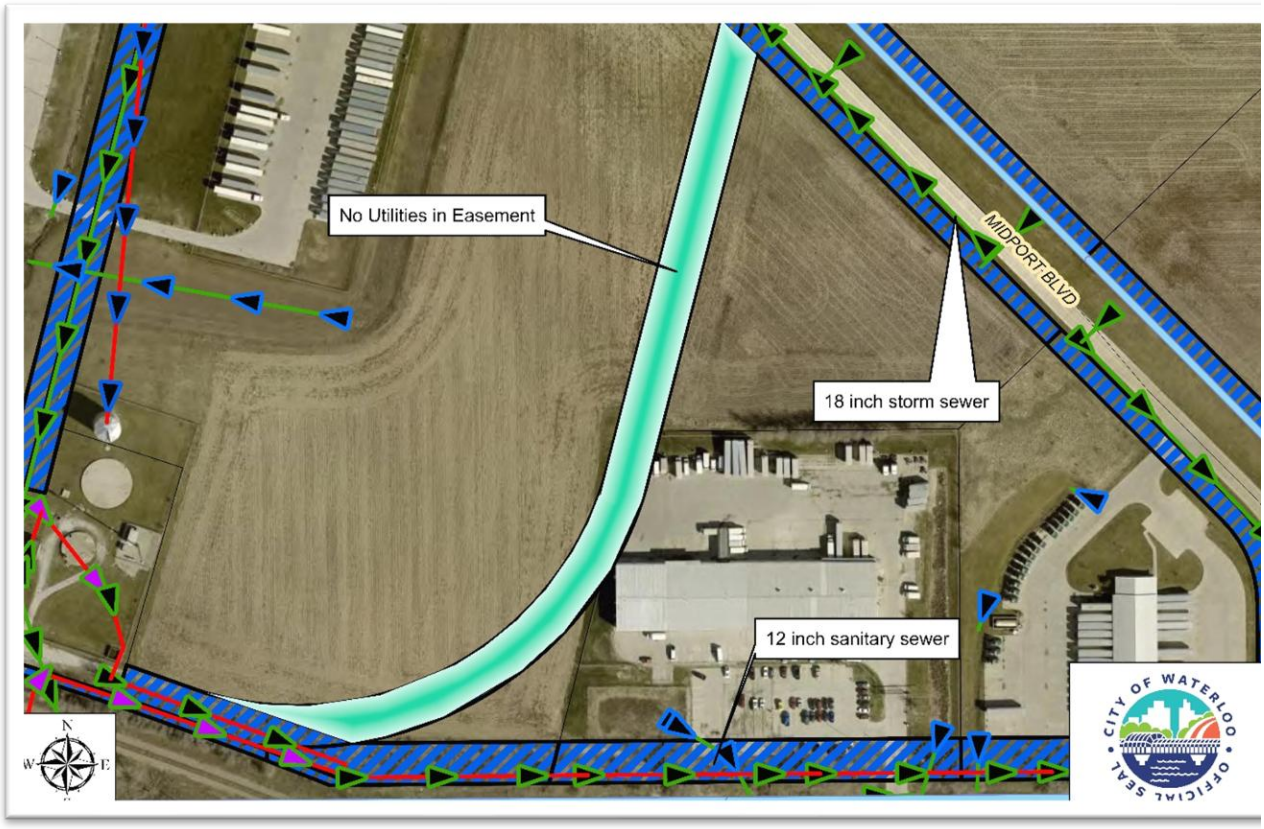


VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed vacation would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by West Airline Highway, which is a Minor Arterial.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS 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. Geroge 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

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

STAFF ANALYSIS – SITE ANALYSIS:

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

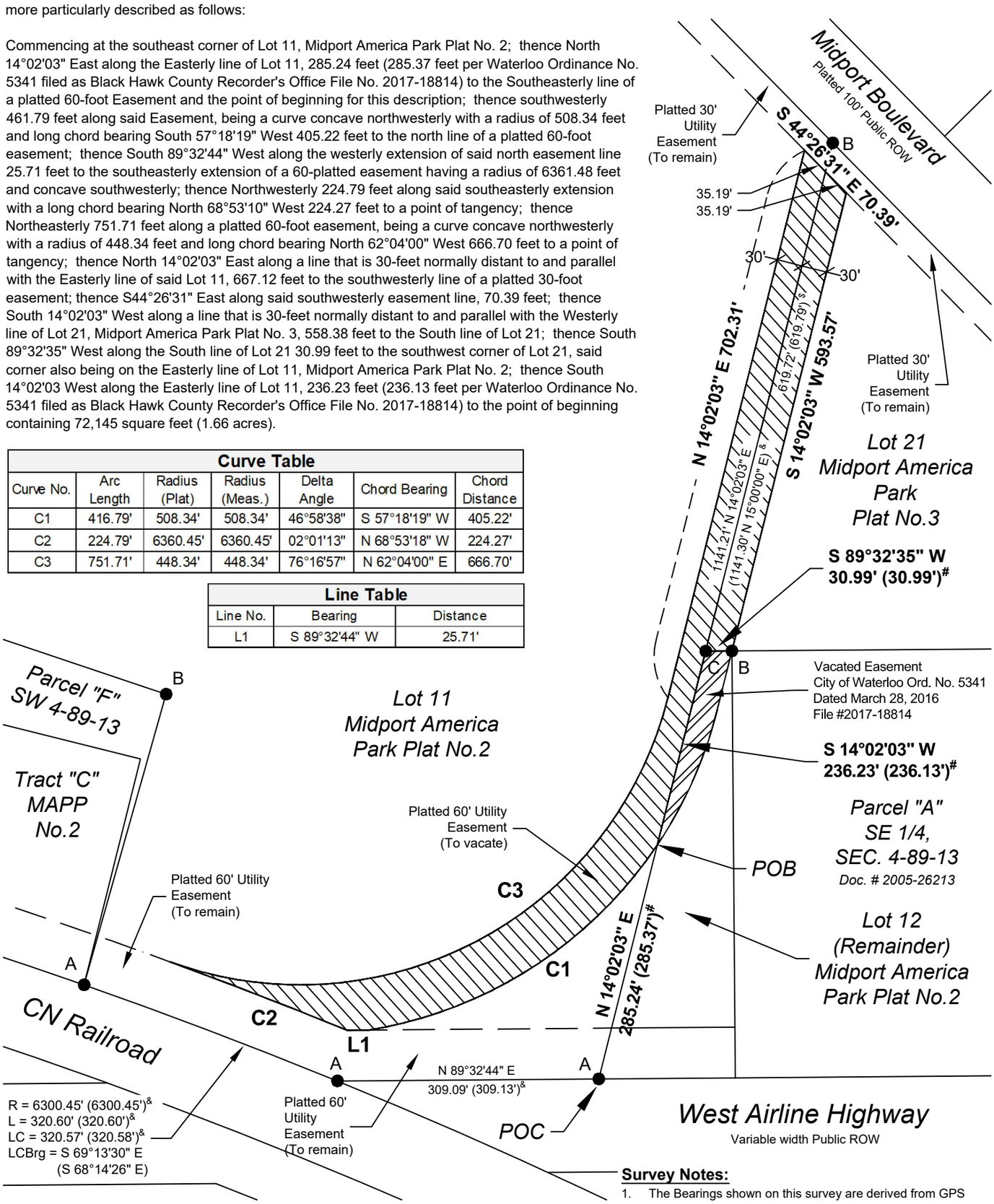
Easement Vacation Description:

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:

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.

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 : _____

N

0 75 150
Scale: 1 inch = 150 feet

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

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving wages for years four and five of the 2023-2028 Collective Bargaining Agreement with the AFSCME Council 61, Local 1195, and authorizing the Mayor and Human Resources Director to execute said documents.

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. 1-30-2026 Wage Reopener TA with AFSCME

KM 1-29-26
L.D. 1/30/26

LAST, BEST, FINAL OFFER

CITY OF WATERLOO, IOWA
&
AFSCME COUNCIL 61, LOCAL 1195

For the Period
July 1, 2026 through June 30, 2028
December 17, 2025

Notes: If the Union has made a proposal to which no specific response is set out herein, the City's response to such a proposal is that it not be included in the contract.

This proposal is a package proposal, and it must be accepted in its entirety or it will be considered to have been rejected.

The City explicitly reserves the right to alter, withdraw, add to, or amend any part or all of the following proposal.

Lieutenants and Code Enforcement Officers

1) **Article XXI - Salaries:**

Year 4 Lieutenant Wage Increase 7/1/26: 3.75 %

Year 5 Lieutenant Wage Increase 7/1/27: 3.5 %

The City proposes an increase to Lieutenant clothing allowance matching that agreed to with WPPA-covered employees ($125 each year totaling $250 for the last two years of the contract)

Year 4 Code Enforcement Officer/Foreman Wage Increase 7/1/26: 3.5 %

Year 5 Code Enforcement Officer/Foreman Wage Increase 7/1/27: 3.25 %

Year 4 All Other Classifications Wage Increase 7/1/26: 3%

Year 5 All Other Classifications Wage Increase 7/1/27: 3%

Engineers & Planner Group

2) **Exhibit A – Wage Schedule**

FY2027 Increase to Steps (eff. 7/1/26): 3%

FY2028 Increase to Steps (eff. 7/1/27): 3%

Agree to add Engineer Assistant at rate reflected in MOU between the parties

Agree to move Storm Water Specialist to Engineer Assistant pay reflected in the MOU

RM 1-29-26
L.D. 1/30/26

effective 7/1/26.

The proposed agreements noted above are package proposals along with proposed wage increases.

Include classifications and pay rates that are not reflected in the contract as an addendum.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Steven Kjergaard, Director of Aviation
Airport Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in the amount of $26,800.00, in conjunction with the Replace/Upgrade ALCMS (Airfield Lighting Control and Monitoring System), FAA AIP Grant 3-19-0094-061, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This agreement is for Consultant Services, including but not limited to: design work, bid assistance, grant application, construction phasing, required FAA submittals, and closeout documents.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

FAA AIP Entitlement funding: 90%; required match: 10%

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. ALO TO#4 Runway ALCMS Upgrade

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

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

REPLACE / UPGRADE ALCMS

WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

FAA AIP 3-19-0094-061 (IIJA – ALL – 2026)

Project Description - See Attached Exhibit A, Scope of Services

Scope of Services - See Attached Exhibit A, Scope of Services

Compensation

Compensation for services for this project shall be a cost-plus fixed fee not to exceed Twenty-Six Thousand Eight Hundred Dollars ($26,800.00). See attached Exhibit B, Consultant Cost Summary.

General Conditions

Except as specifically amended by this Individual Project Agreement, Services shall be provided in accordance with the Professional Services Agreement for the Waterloo Regional Airport, entered between AECOM Technical Services, Inc. (“ATS”) and the City of Waterloo (“Client”) dated December 2, 2024.

APPROVED:
CITY OF WATERLOO, IOWA

By_____
David Boesen, Mayor

Date_____

APPROVED:
AECOM TECHNICAL SERVICES, INC.

By Michelle M. Sweeney
Michelle M. Sweeney, PE, PTOE
Associate Vice President

Date 1/26/2026

REPLACE / UPGRADE ALCMS
FAA AIP 3-19-0094-061 (IIJA – ALL – 2026)

WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

EXHIBIT A
SCOPE OF SERVICES

I. Project Description

The project is described as the replacement or upgrade of the Airfield Lighting Control and Monitoring System (ALCMS) at the Waterloo Regional Airport. The existing ALCMS has computer equipment and monitors located in the airfield lighting vault, terminal building and Air Traffic Control Tower (ATCT). The existing ALCMS requires replacement of the computers and updating of the airfield lighting system to reflect the current configuration of operational pavement areas.

The existing computer-based Airfield Lighting Control System was installed in 2012. The system is operating on an older version of Windows and is no longer supported by the ALCMS supplier. The system has some faults related to equipment that sends error messages to the system that must be overridden daily. The upgrade of the ALCMS will include replacement of the existing touch screen monitors (over 10 years), computers and upgrade to the current version of Windows. The system will also have the airfield facsimile and monitoring system updated to include the closure of Runway 6/24 and recent taxiway improvements. The computer system located in the terminal building will be relocated to the ARFF Station.

It is anticipated that design and construction of this project will be funded in part with Federal funds received through the above listed Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant.

II. Scope of Services

The work to be performed by ATS shall encompass and include work, services, materials, equipment and supplies necessary to provide preliminary design, develop final plans, develop specifications, provide construction cost estimates, and provide bidding services. Work is divided into the following tasks:

1. Pre-Design Conference. This task consists of a pre-design conference called by the Sponsor and held between the Sponsor, ATS and the FAA. The pre-design conference will be conducted by conference call. The purpose of this conference is to discuss various items relating to design parameters, airport safety, routing of aircraft and equipment, sequencing of construction operations, environmental considerations and civil rights requirements. ATS will prepare and distribute an agenda and the minutes of this meeting. The minutes will document the requirements set forth in this pre-design conference. The ATS Project Manager will be in attendance.

2. Data Collection and Review. This task consists of the collection of existing data applicable to this project and related to the proposed work site. Record drawings of completed projects and utility information will be compiled as background information for the project.

3. Preparation of Design Plans. This task consists of the preparation of the final design plans. Plans will be prepared in compliance with current FAA requirements in effect at the time the plans are prepared. This task includes the preparation of the following sheets with those sheets to be submitted at the 90% and final submittals:

   1) Title Sheet
   2) Airfield Lighting Vault Plan and Upgrades
   3) Air Traffic Control Tower Plan and Upgrades

4. Project Manual. This task consists of the preparation of the Project Manual. The technical specifications and corresponding contract documents will be in compliance with Advisory Circular (AC) 150/5370-10H. The Project Manual will be submitted electronically with track changes being shown for the 90% submittal. The final, bid set, of the Project Manual will have track changes accepted.

5. Construction Safety and Phasing Plan. This task consists of the preparation of a separate Construction Safety and Phasing Plan (CSPP) in accordance with AIP Sponsor Guide Section 960 and AC 150/5370-2G. The draft CSPPs will be submitted to FAA for review. Final CSPP will be prepared and submitted that will address comments received. The final CSPP will be submitted as a stand-alone PDF and included in an appendix of the Project Manual.

6. Estimate of Probable Construction Cost. This task consists of the preparation of a detailed estimate of construction costs based upon the detailed plans and specifications.

   This statement of probable construction cost prepared by ATS represents ATS's best judgment as a design professional at the time the estimate is drawn. It is recognized, however, that neither ATS nor the Sponsor has control over the cost of labor, materials or equipment; over the contractor's method of determining bid prices; or over competitive bidding or market conditions. Accordingly, ATS cannot and does not guarantee that bids will not vary from the statement of Probable Construction Cost or other cost estimates prepared by ATS.

7. Engineer's Design Report (EDR). This task consists of the preparation of an EDR in accordance with the AIP Sponsor Guide Section 920 effective at the time of the agreement. A single combined EDR will be completed. The EDR will be submitted to the Sponsor and FAA for review and comment at 90%. Written responses will be provided to Sponsor and FAA comments. The EDR will consists of the following parts and sections:

   Part A – Overview of the Proposed Project
   1. Purpose and Need
   2. General Scope of Work
   3. Project Schedule

   Part B – Existing Site Conditions
   4. Existing Site Conditions
   5. Utilities in the Work Area

   Part C – Proposed Improvements
   6. Design Standards
   7. Airfield Lighting
   8. Miscellaneous Work Items
   9. Overview of Construction Safety and Phasing

10. Sponsor Requested Modifications to Standards

Part D – Project Financials
11. Delineation of AIP Non-Participating Work
12. Project Budget
13. Engineers Estimate of Probable Construction Cost

8. Quality Reviews. This task consists of the quality review of work elements on the project. During this project, quality reviews will be conducted by senior technical personnel that are not directly involved in the project. QC reviews shall be conducted shall be conducted on submittals with comments addressed prior to submitting to the Sponsor and FAA.

9. Conferences and Meetings. This task consists of conferences and meetings that will be attended by ATS for the purpose of coordination with the Sponsor, information exchange and general understanding of the status and direction of the project. It is anticipated that an on-site field meeting will be held during design, and a meeting will be held with the Sponsor around the time of the 90% submittal. ATS will prepare agendas and minutes for formal meetings.

10. Bid Assistance. This task consists of assisting the Sponsor in advertising for bids, conducting the bid opening on-site, providing answers and interpretation of the bid documents to questions from bidders, analyzing the bids received, and preparing a recommendation of award to the Sponsor. The following documents will be provided to the FAA as part of this task:
    1) Pre-Bid Conference Agenda and Minutes
    2) Addenda
    3) Tabulation of Bids, Spreadsheet and PDF
    4) Bid Proposal Form and Surety's Power of Attorney
    5) BA Certification Forms
    6) ATS Analysis of Bids and Recommendation of Award Letter to Sponsor
    7) Sponsor's Recommendation of Award Letter to FAA (prepared by Sponsor)

11. Grant Application. This task consists of assisting the Sponsor in preparation of the AIP grant application in accordance with ARP SOP 6.00 that will consist of the following elements:
    1) SF-424, Application for Federal Assistance
    2) Form 5100-100 (Parts II, III, and IV)
    3) Project Cost Breakdown
    4) Project Sketch
    5) Sponsor Certifications (six total)

    AECOM makes no representations or warranties that the deliverables and services will be successful in receiving a grant or funding. AECOM shall not be liable for failing to identify, manage, or coordinate submittals or applications to grants or funding opportunities.

    The grant application is due to the FAA no later than April 1, 2026.

12. Pre-Construction Conference. This task consists of preparation of meeting agenda, attending and conducting a pre-construction conference with representatives of the

Contractor, Sponsor, Consultant, FAA and affected utilities, preparing meeting minutes and distribution to meeting attendees and critical organizations not represented at the meeting. Preconstruction conference will be held virtually and attended by the Project Manager.

13. Shop Drawings and Submittals. This task consists of reviewing the following shop drawings and other submittals from the Contractor as required by the contract documents for general conformance with the design concept of the project and compliance with the information given in the contract documents. Submittals and shop drawings will also be reviewed for compliance with Build America, Buy American Provisions of the contract.

14. Construction Assistance. This task consists of answering design interpretation questions from the Sponsor, Contractor, review staff and appropriate agencies.

15. Pay Applications and Reimbursement Forms. This task consists of preparing and processing monthly applications for payment to the Contractor and forwarding to the Sponsor for execution with recommendations for approval and payment.

16. Labor and Payroll Reports. This task consists of reviewing weekly labor and payroll reports for compliance with Davis-Bacon Act, conducting on-site employee interviews, conducting E.E.O. site inspections and completion of GSA Form 1445. It is anticipated that three on-site interviews for wage rate compliance will be conducted. Original documents will be submitted to the Sponsor at completion of project for storage.

17. Change Orders. This task consists of coordinating with the Sponsor and Contractor in preparing and processing contract change orders. Change orders will be submitted to FAA for review and approval prior to their execution.

18. Non-Compliance Reporting. This task consists of reporting to the Sponsor work believed to be unsatisfactory, faulty or defective or does not generally conform to the contract documents and advising the Sponsor of work that should be corrected or rejected.

19. Contractor Modifications. This task consists of reviewing, evaluating and making recommendations to the Sponsor and FAA for consideration on suggestions for modifications that have been proposed by the Contractor.

20. Project Files. This task consists of maintaining files for correspondence, reports of the job conferences, shop drawings, and sample submissions, reproductions of original contract documents including addenda, change orders, field modifications, additional drawings issued subsequent to the execution of the contract, Engineer clarifications and interpretations of the contract documents, progress reports and other project-related documents.

21. Punch List. This task consists of conducting a review of the project near completion and preparing a list of items Punch List to be completed or corrected.

22. Final Review. This task consists of performing a field observation of the completed project before a final application for payment is processed for the Contractor.

23. Project Closeout. This task consists of assisting the Sponsor with project completion and final closeout documentation from the Contractor for the FAA by providing the

required documentation as identified in the Central Region Airports Division AIP Sponsor Guide Section 1600.

1) Final Outlay Report – Standard Form SF-271
2) Federal Financial Report – Standard Form SF-425
3) Final Project Cost Summary
4) Final Construction Report
   a. Brief Narrative of Work Accomplished
   b. Summary of Key Milestone Dates
   c. Contract Time, Including Explanation of Liquidated Damages (If Required)
   d. Statement of Compliance With Contract Labor Provisions
   e. Administrative Costs
   f. Engineering Costs
   g. Force Account (If Any)
   h. Construction Costs
   i. Build America, Buy American Provisions
   j. Airfield Lighting Equipment
   k. Construction Material Testing and Acceptance
   l. Final Inspection Report/Record of Completion
   m. Contractor's Final Statement of Completion
   n. Project Photographs
5) As-Built Record Drawings

24. Record Drawings. This task consists of providing the Sponsor with a copy of Record Drawings of the construction plans for the project based on the construction observation records of the review staff and Contractor showing those changes made during construction considered significant. Two copies of the Record Drawings in electronic and reproducible format will be provided to the Sponsor. One electronic copy would be for the FAA.

25. Administration. This task consists of office administration and coordination of the project. Included in this task are preparation of interoffice meetings, general day-to-day administrative responsibilities, and typing of interoffice memoranda and minutes of meetings.

EXHIBIT B

Replace / Upgrade ALCMS

Waterloo Regional Airport
Waterloo, Iowa

FAA AIP 3-19-0084-061 (IIJA - ALL -2026)

Design & Construction-Related Services

Consultant Cost Summary

I. Direct Labor Cost

Category	Hours	Rate/Hour	Amount	
Senior Professional	18	$105.55	$1,899.90	
Project Professional II	44	$86.10	$3,788.40	
Project Professional I	0	$74.15	$0.00	
Staff Professional	0	$59.30	$0.00	
Professional II	0	$43.90	$0.00	
Professional I	52	$37.30	$1,939.60	
CADD Operator II	44	$39.90	$1,755.60	
CADD Operator I	8	$24.20	$193.60	
Senior Technician	0	$46.85	$0.00	
Technician	0	$28.70	$0.00	
Project Support	16	$44.80	$716.80	$10,293.90
	182			

II. Payroll Burden and Overhead Costs 121.28% $12,484.44

III. Direct Project Expenses

Category	Units	Rate/Unit	Amount	
Mileage	400	0.725	290.00	
Per Diem	0	50.00	0.00	
Lodging	0	100.00	0.00	
B/W Copies	500	0.06	30.00	
Color Copies	35	0.22	7.70	
Plan Copier	35	0.50	17.50	
EDM Equipment	0	15.00	0.00	
GPS Equipment	0	15.00	0.00	
Miscellaneous, Other			250.00	$595.20

IV. AECOM Estimated Actual Costs $23,373.54
Rounded $23,400.00

V. Subcontract Expense

\- $0.00

VI. Estimated Actual Costs $23,400.00

VII. Fixed Fee (15% of Items I & II) Rounded $3,400.00

VIII. Maximum Amount Payable $26,800.00

Replace / Upgrade ALCMS

Waterloo Regional Airport
Waterloo, Iowa

FAA AIP 3-19-0084-061 (IIJA - ALL -2026)

Design & Construction-Related Services

Staff Hour Estimate

Item No.	Description	Senior Prof	Project Prof II	Project Prof I	Staff Prof	Prof II	Prof I	CADD Operator II	CADD Operator I	Senior Technician	Technician	Project Support	Totals
1	Pre-Design Conference	2											2
2	Data Collection and Review								4				4
3	Preparation of Design Plans												
	Title Sheet								4				4
	Airfield Lighting Vault Plan and Upgrades		4					18					22
	ATCT Plan and Upgrades		4					18					22
4	Project Manual		4				8					4	16
5	Construction Safety and Operations Plan (CSPP)						8						8
6	Estimate of Probable Construction Cost						4						4
7	Engineer's Design Report		2				4						6
8	Quality Review	2					4						6
9	Conferences and Meetings	2	4										6
10	Bid Assistance	2	4										6
11	Grant Application						4						4
12	Pre-Construction Conference		2										2
13	Shop Drawings and Submittals		2				4						6
14	Construction Assistance		4										4
15	Pay Applications and Reimbursement Forms						4						4
16	Labor and Payroll Reports											4	4
17	Change Orders	2	2										4
18	Non-Compliance Reporting		2										2
19	Contractor Modifications		2										2
20	Project Files											2	2
21	Punchlist		4										4
22	Final Review		2										2
23	Project Closeout	2					8						10
24	Record Drawings		2				4	8					14
25	Administration	6										6	12
	Total Design Services	18	44	0	0	0	52	44	8	0	0	16	182

EXHIBIT C

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO "CONTRACTOR", "PRIME CONTRACTOR", "BIDDER", "OFFEROR", AND "APPLICANT" SHALL PERTAIN TO THE ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO "SUBCONTRACTOR", "SUB-TIER CONTRACTOR" OR "LOWER TIER CONTRACTOR" SHALL PERTAIN TO ANY SUBCONSULTANT UNDER CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO "SPONSOR" AND "OWNER" SHALL PERTAIN TO THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING CONTRACTS WITH THE A/E.

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS 3

CIVIL RIGHTS – GENERAL 3

CIVIL RIGHTS – TITLE VI ASSURANCES 3

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT 6

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) 6

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 6

RIGHT TO INVENTIONS 6

SEISMIC SAFETY 7

TAX DELINQUENCY AND FELONY CONVICTIONS 7

TRADE RESTRICTION CERTIFICATION 7

VETERAN'S PREFERENCE 8

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

DISTRACTED DRIVING 9

EQUAL EMPLOYMENT OPPORTUNITY (EEO) 9

PROHIBITION OF SEGREGATED FACILITIES 10

TERMINATION OF CONTRACT 11

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION 12

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS 13
LOBBYING AND INFLUENCING FEDERAL EMPLOYEES 14

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL 15

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS 15
DISADVANTAGED BUSINESS ENTERPRISE 15

PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

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 (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements 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 procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

    b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or

2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

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

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding $10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance*: Provided,* however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:

   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds $25,000 as a "covered transaction", must confirm each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: http://www.sam.gov.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed $150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING $250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

*Bid Information Submitted as a matter of **responsiveness**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

*Bid Information submitted as a matter of bidder **responsibility**:*

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

2) A description of the work that each DBE firm will perform;

3) The dollar amount of the participation of each DBE firm listed under (1);

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;

5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and

6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

This Page Intentionally Left Blank

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving a Natural Gas Facilities Construction Reimbursement Agreement with MidAmerican Energy Company, of Des Moines, Iowa, in the estimated amount of $1,389,880.00, in conjunction with the gas main extension to service W.A.R.P. 5th Addition, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Due to the current rate of growth within the WARP Industrial Park, the available gas capacity serving businesses is nearing its limit. This project will extend a new gas main into the WARP Industrial Park to provide additional capacity for existing platted lots as well as the proposed WARP 5th Addition, which is anticipated to be constructed within the next two years.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Warp 5th Gass Main Extension

NATURAL GAS FACILITIES CONSTRUCTION AND REIMBURSEMENT AGREEMENT – CITY OF WATERLOO, IOWA

MIDAMERICAN ENERGY COMPANY, a state of Iowa corporation, its successors and assigns (the "Company"), and the CITY OF WATERLOO, IOWA a city incorporated under Chapter 372 of the Iowa Code(the "Customer") (each a "Party" and together, the "Parties"), enter into this Gas Facilities Construction and Reimbursement Agreement ("Agreement") as of the date of the last signature below (the "Effective Date") and agree as follows:

Recitals

WHEREAS, the Company is a public utility providing natural gas service within the City of Waterloo, Iowa;

WHEREAS, the Customer is planning to extend natural gas infrastructure to service a portion of new industrial park in the City of Waterloo, Iowa west of the Waterloo Regional Airport (the "Site") s depicted in Exhibit B;

WHEREAS, the Parties desire to enter into this Agreement to memorialize the Parties' intent for the Company to complete an Extensive Plant Addition and Distribution Main Extension (as those terms are defined later in Article I below) to serve the Customer's natural gas load at the Site;

WHEREAS, the Customer intends that businesses in the new industrial park will take future natural gas service under the Company's Iowa Natural Gas Tariff (the "Tariff");

WHEREAS, in order to meet the future natural gas distribution service needs at the Site, the Company will construct, own, maintain, and operate the Company Facilities (as that term is defined later in Article I below) of its natural gas system, including, but not limited to, the Company Facilities associated with the Distribution Main Extension and Extensive Plant Additions;

WHEREAS, in order to design, procure and install the Company Facilities necessary to serve the Customer's natural gas load, certain plans and responsibilities are formalized between the Parties as set forth below.

THEREFORE, the Parties agree as follows:

Article I. Definitions

1. When used anywhere in this Agreement, including in the recitals, the following terms shall have the meanings indicated.

    a. Applicable Law – shall mean all laws, statutes, codes, natural gas codes, natural gas standards, ordinances, decrees, rules, regulations, statutory rules, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders,

decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any governmental authority, statutory body or self-regulatory authority.

b. Commitment Costs – shall mean the amount of the Company's reasonably and prudently incurred actual costs to supply the material and labor for, and miscellaneous costs associated with, the Company Facilities needed to supply the Customer-requested natural gas distribution service to the Site to serve the Customer's natural gas load. An estimate of the Commitment Costs is included in Exhibit A, Section 2, Exhibit C and Exhibit D of this Agreement. The above-mentioned miscellaneous costs include but are not limited to all costs attributable to the Customer under the Company's applicable Tariff including costs related to obtaining regulatory approval.

c. Company Facilities – shall include the Distribution Main Extension/Extensive Plant Addition, service line and related equipment needed to serve the Customer's natural gas load at the Site, including the Company Facilities identified in Exhibit A, Section 2 and in Exhibit B of this Agreement as amended and updated from time to time.

d. Customer Cash Payment – shall mean payment of the Reimbursement Balance, paid by the Customer to the Company at the end of the Initial Period, if applicable. A Customer Cash Payment is non-refundable and will be increased by the applicable Income Tax Surcharge.

e. Customer Commitment Costs – shall be defined in Exhibit C of this Agreement.

f. Customer Facilities – If applicable, shall be defined in Exhibit A, Section 3 of this Agreement.

g. Distribution Main Extension/Extensive Plant Addition – shall mean any expansion of the Company's natural gas facilities used to deliver natural gas, including Excess Facilities. Distribution Main Extension/Extensive Plant Addition shall include the definition provided in the Company's applicable Tariff.

h. Excess Facilities – shall mean facilities that are above the standard level to serve the natural gas load as defined by the Excess Facilities Clause of the Company's applicable Tariff, and as further defined in Article II, Section 4 below.

i. Good Utility Practice – shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the natural gas utility industry during the relevant time period; or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time a decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the region.

j. Income Tax Surcharge – shall mean the additional amount required to recover the Company's income taxes, if any, imposed by Internal Revenue Code § 118, and pursuant to 199 IAC 19.3(10) of the Iowa Administrative Code ("IAC").

k. Initial Period – shall mean the six (6) years of the Customer's natural gas service starting from the Permanent Service Date.

l. Net Revenue – shall be calculated using the greater of i) the Customer's cumulative total revenue billed in years one (1) through six (6) of the Initial Period; or ii) year six (6) of the Initial Period multiplied by six (6), from the Permanent Service Date, less, if applicable, cost of purchased gas and energy efficiency cost recovery charges.

m. Permanent Service – shall be fulfillment of Company Commitments under this Agreement and the Customer accepting service under the applicable Tariff.

n. Permanent Service Date – shall mean the date the Customer begins Permanent Service.

o. Point of Custody Transfer – shall mean the point or points of termination of the Company's facilities and the Customer's downstream facilities.

p. Public Authorities – shall mean the City of Waterloo Iowa, the IUC state or federal Department of Transportation ("DOT"), the Federal Aviation Administration ("FAA"), and any other applicable regulatory bodies.

q. Refundable Advance – shall mean the amount paid, if any, by the Customer to the Company for construction. The Refundable Advance may be refunded in whole or in part as described in Article III, Section 3 and Exhibit C.

r. Refundable Surety Advance – shall mean the amount paid, if any, by the Customer to the Company prior to construction as a form of Surety as described in Article III, Section 2f. The Refundable Surety Advance will be refunded in whole or in part if the actual Net Revenue exceeds Customer Commitment Costs.

s. Reimbursement Balance – shall mean the positive difference, if any, of the remaining amount of Customer Commitment Costs not offset by the sum of Net Revenue and Refundable Advance.

t. Revenue Credit – shall be calculated using the greater of i) the Customer's total estimated revenue billed in years one (1) through six (6) of the Initial Period; or ii) year six (6) of the Initial Period multiplied by six (6), less, if applicable, cost of purchased gas and energy efficiency cost recovery charges.

u. Surety - as defined in Article III Section 2f.

v. Temporary Gas Service – shall mean natural gas distribution service of a temporary nature and as further defined in Article II, Section 3 below.

w. Third Party Refunds – As defined in Article III, Section 3.

2. All other capitalized terms of this Agreement shall have the same meanings as they have in the Company's applicable Tariff and applicable state administrative code.

Article II. Site Assumptions for Natural Gas Load and Facilities

1. Customer's Estimated New Gas Load and Supporting Facilities.

   a. Exhibit A of this Agreement contains the Customer's preliminary natural gas load estimate. If applicable, the Parties will amend this Agreement in writing to reflect an updated natural gas load estimate.

   b. The Company will construct the Company Facilities to meet the Customer's natural gas requirements as identified in Exhibit A.

2. Site Requirements.

   a. If future customers in the industrial park have natural gas demands above and beyond available capacity, the Company shall require the Customer to enter into a new agreement for upgrades.

   b. If applicable, the Customer shall obtain required City of Waterloo Iowa approval for the Company Facilities at the Customer site as part of the overall site plan approval for the Customer Facilities.

   c. The Company shall have unrestricted access to the Company Facilities at the Customer site at all times.

   d. Reserved

   e. All Company Facilities must be located within permitted right-of-way, utility easements, or as needed in easements covered by express easements granted to Company and recorded in the County where the Customer's property is located. The easement(s) shall be provided to Company at no cost to Company and in substantially the form of the example included herein as Exhibit E. The easement(s) must be granted to Company by the owner of the property where Company Facilities will be located. The easement locations shall be described by a licensed surveyor in a form acceptable to Company.

   f. In the event Company Facilities require a permit or other approval prior to installation from the IUC Company agrees to use commercially reasonable efforts to obtain such

permit or approval as part of the Company Commitment included herein in Article III, Section 1.

g. The Company will not begin construction of the Company Facilities until receipt of Surety, Refundable Advance, and any applicable documents such as easements, leases, franchises, licenses, permits, deeds and applicable regulatory approvals.

3. Temporary Natural Gas Service. Following receipt of a written 120-day advance notice of the Customer's need for Temporary Natural Gas Service, the Company shall provide Temporary Natural Gas Service to the Customer's Site pursuant to the Company's applicable Tariff provisions for Temporary Natural Gas Service. To the extent the Customer expands its facilities on the Site, Temporary Natural Gas Service may be obtained by the Customer for its construction of further distribution facilities branching off its existing distribution facilities at the Site; however, if it is necessary for the Customer to receive natural gas service from a separate location, the Company shall supply such Temporary Natural Gas Service pursuant to the Company's applicable Tariff.

4. Excess Facilities. If the Customer requests the construction of facilities to meet the Customer's service requirements above the standard level of facilities needed to serve the natural gas load, the Company shall require the Customer to enter into an Excess Facilities Agreement pursuant to the Company's applicable Tariff.

Article III. Commitments

1. Company Commitment.

   a. Company commits to using commercially reasonable efforts to have the Company Facilities in place 12 months after the effective date, provided that all Customer prerequisites are completed first, and provided Company does not experience a Force Majeure event. Company's commitment and proposals are specifically contingent on Customer first fulfilling its responsibilities as set forth in this Agreement, to the reasonable satisfaction of Company.

   b. It is specifically understood between the Parties that Company cannot control the availability, scheduling or delivery of materials and equipment, all of which is being ordered from third-party sources or the scheduling and granting of such regulatory, governmental, and authority approvals as may be required; therefore, Company cannot and does not guarantee that it shall be ready to supply permanent service on any particular date. As necessary, Company shall keep Customer apprised of the progress of work, including, for example, equipment orders and the like, along with equipment delivery dates if this may affect the schedule.

   c. The Company shall provide the Customer a point of contact to provide regular updates on the Company's expected completion date for Permanent Service and to promptly respond to the Customer's inquiries. If a Force Majeure Event occurs, the Parties will follow the applicable procedures as set forth in this agreement.

d. The Company shall construct the Company Facilities in accordance with Good Utility Practice and in compliance with Applicable Law.

2. Customer Commitment.

a. In order to construct the Company Facilities described in Exhibit A, the Customer agrees to make a Refundable Advance if the Commitment Costs exceed the estimated Revenue Credit. If a Refundable Advance is due, the amount will be shown in Exhibit C.

b. If applicable, the Refundable Advance may include an Income Tax Surcharge, and the Refundable Advance will be based on the estimated Commitment Costs less the Revenue Credit.

c. The Net Revenue from the Initial Period shall be credited toward the Commitment Costs and the Customer shall not owe a reimbursement if the sum of the Net Revenue and Refundable Advance is equal to or exceeds the Commitment Costs. If the Net Revenue from the Initial Period is less than the Commitment Costs, the Customer commits to reimbursing the Company the Reimbursement Balance by paying the Customer Cash Payment plus any applicable Income Tax Surcharge.

d. The Customer shall provide the Company a point of contact to provide regular updates on the Customer's expected date of completion and updates that may impact Permanent Service so that the Company may economically update its construction schedule and its power supply schedule. If the Customer experiences a Force Majeure Event, the Parties will follow the procedures as set forth in this Agreement.

e. The Customer shall provide, at no cost, support and assistance for acquiring all necessary easements, permits, and other required authorizations or approvals. Easement and permit fees must be paid in advance of construction of Company Facilities and are nonrefundable.

f. Surety - Customer will be required to provide Surety in the amount of the estimated Commitment Costs less Refundable Advance, prior to Company's commencement of engineering, procurement, and construction of the Company Facilities needed to provide natural gas service to the Site. Acceptable Surety may be in the form of a mutually agreed upon irrevocable letter of credit, Surety bond, parent guarantee, or cash held by Company as a Refundable Surety Advance. Surety will remain payable to Company and will be reduced during the Initial Period by the greatest total revenue generated in any one year during the Initial Period multiplied by six (6) less, if applicable, cost of purchased gas and energy efficiency cost recovery charges from this Site.

3. Third Party Refunds

a. If, during the first ten (10) years following the Permanent Service Date, any customer of Company directly connects with a service line to the natural gas pipeline constructed for the first 20 million cubic feet per hour (Mcfh) of capacity serving customer load in the Warp 4th or Warp 5th sites, as identified in Exhibit B, Figures 1c and 1d, then Company shall refund to Customer an amount equal to the estimated revenues less, if applicable, cost of purchased gas and energy efficiency cost recovery charges from the first six (6) years of service to such additional customer up to the sum of the Reimbursement Balance as identified in Exhibit C, Section 1(c) . Because Customer has no ability to determine whether another Company customer has taken service from the natural gas pipeline, Company agrees to notify Customer of any such customer. Company's refund obligations are satisfied ten (10) years after the actual permanent in-service date or earlier if the Reimbursement Balance, if any, have been fully refunded. Any such refunds shall be subject to the following items:

b. No interest will be paid on refunded Refundable Advance or Reimbursement Balance, if any.

c. Any refunds will be made at least once a year during the 10-year period.

d. Total refunds shall not exceed the sum of the Reimbursement Balance, if any.

e. No refunds shall be made for customers connected after ten (10) years from the Permanent Service date.

f. Any balance remaining of the Reimbursement Balance at the end of the 10-year period after the payment of all refunds shall be retained by Company.

g. Pipeline or distribution extensions branching off of the Company Facilities constructed under this Agreement resulting in additional service line connections to those extensions will NOT result in refunds to Customer.

Article IV. Term and Termination

1. This Agreement will become effective upon the Effective Date and remain in effect until the later of: (i) the Company meeting its obligations under this Agreement and the Customer meeting all of its obligations under this Agreement by generating sufficient Net Revenue to cover the applicable Commitment Costs and/or by paying any Reimbursement Balance and Income Tax Surcharge if owed; and (ii) the date upon which a Party has elected not to use this Agreement in accordance with this Article IV.

2. The Customer has the unilateral right to terminate this Agreement upon 30 days' advance written notice to the Company, in which case the Company will stop all work under this Agreement and associated Exhibits. If the Customer opts to terminate this Agreement, the Customer will owe to the Company any documented non-recovered costs, including applicable Income Tax Surcharge, reasonably incurred by the Company in connection with this Agreement; provided, however, that the Company shall diligently attempt to mitigate

such non-recoverable costs by either re-selling the equipment or using the equipment for another Company project or use and any such successful mitigation shall be offset against the documented non-recovered costs owed by the Customer.

3. The Customer is obligated to provide a forecasted peak natural gas load in accordance with Article II, Section 1 of this Agreement if the Customer expects additional natural gas load growth requiring additional installed capacity to serve the Customer's natural gas load.

Article V. Notices

Unless otherwise provided in this Agreement, any notice, request, demand, monthly statements and payments provided for in this Agreement or in the Company's applicable Tariff, or any notice which either Party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by first-class postage prepaid United States mail addressed to the other Party at its address indicated below or at such other address as either Party may designate for itself in writing to the other Party:

Company (Contract Administration)
MidAmerican Energy Company
Director, Business Connections
P.O. Box 657
Des Moines, IA 50306-0657
david.johnson@midamerican.com

Company (Payments)
MidAmerican Energy Company
Treasury
P. O. Box 8020
Davenport, IA 52808-8020
treasury@midamerican.com

Customer (Contract Administration / Bills)
City of Waterloo
Attn: Community Planning and Development Director
715 Mulberry Street
Waterloo, Iowa 50703
Noel.anderson@waterloo-ia.org
Jamie.knutson@waterloo-ia.org

Legal Notices

Customer
City of Waterloo
Attn: City Attorney
715 Mulberry Street
Waterloo, Iowa 50703
Martin.petersen@waterloo-ia.org

Company
MidAmerican Energy Company
General Counsel
P.O. Box 657
Des Moines, Iowa 50306-0657
mark.lowe@midamerican.com

Article VI. Miscellaneous

1. Application of Tariffs. Any applicable terms and conditions included in the Company's applicable Tariff, approved by the IUC, or in the IUC rules shall apply. If the terms and

conditions of this Agreement are not addressed in the Company's applicable Tariff approved by the IUC, or in the IUC rules, the terms and conditions of this Agreement shall apply. The provisions of this Agreement and the Company's applicable Tariff are subject to change upon order or approval of any regulatory authority having jurisdiction. If there is a regulatory change requiring an amendment to this Agreement, the Parties will work in good faith to negotiate amendments to this Agreement affected by an order or approval of a jurisdictional regulatory authority.

2. Severability. Each provision of this Agreement is severable and if any provision shall be finally determined to be invalid, illegal or unenforceable in any jurisdiction, the remaining provisions shall not be affected thereby nor shall said provision be invalid in any other jurisdiction.

3. Waiver. The rights of the Parties may not be waived except in writing signed by the waiving Party. A waiver by either Party of any of its rights under this Agreement or any breach of this Agreement shall not be construed as a waiver of any other or future rights or breaches. No waiver by either Party of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

4. Reserved

5. Applicable Law. This Agreement and the Parties' performance shall be interpreted in accordance with the laws of the State of Iowa, without reference to its provisions concerning conflicts of laws, and shall be subject to all applicable rules and regulations of regulatory authorities having jurisdiction.

6. Dispute Resolution and Jury Waiver. The Parties agree that any dispute regarding the interpretation of the applicable Administrative Code, or the Company's applicable Tariff falls under the IUC jurisdiction and the Parties shall first attempt to resolve any disputes through the IUC informal complaint process. The Parties retain the right to request reconsideration of an IUC decision and the right to appeal the IUC decision. The Parties retain the right to appeal any IUC decision or enforce any other provisions of this Agreement. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

7. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any prior oral or written agreements and all contemporaneous oral communications. All additions, amendments or modifications to this Agreement must be made in writing and must be signed by the Parties. This Agreement shall be effective upon execution.

8. Assignment/Successors. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns. Either Party may at any time, upon written notice to the other Party, assign this Agreement and all of its rights and obligations under this Agreement to the Party's affiliate or subsidiary.

9. Default. Failure to make a payment due under this Agreement shall not be considered a material breach until such payment is past due by 45 days and the Company has provided written notice of such to the Customer.

10. Force Majeure.

    a. Neither Party will be liable for delays or any failure to perform under this Agreement due to causes that: (a) are not within the reasonable control of the applicable Party; (b) are not the result of the acts or omissions of the applicable Party; or (c) by the exercise of due diligence and its commercially reasonable efforts, the applicable Party is unable to overcome or avoid (a "Force Majeure Event"), including war (including civil war), riots, terrorist attacks, embargoes, acts (whether sovereign or contractual) of civil or military authorities, acts or failures to act of any governmental entity, fires, floods, explosions, the elements, epidemics, quarantine restrictions, industry-wide strikes, or the other Party's acts or omissions with respect to matters for which such Party is responsible. The other Party will not be required to perform or resume performance of those of its obligations that correspond to the obligations of the Party excused by Force Majeure Event.

    b. If there is a Force Majeure Event, the affected Party will orally notify the other Party as soon as commercially practicable of such delay and will provide to the other Party a written description of the details of such Force Majeure Event within five business days from the date of such oral notice. If the Party claiming a Force Majeure Event complies with the foregoing procedures, the Parties will negotiate in good faith an equitable adjustment to the completion schedules and any other affected terms of this Agreement.

    c. During a Force Majeure Event, both Parties shall use commercially reasonable efforts to resume performance under this Agreement.

11. Material Shortage or Unavailability. Material shortage and unavailability is a known challenge. The Parties acknowledge that timelines may be impacted by the timeframe to obtain necessary materials. All commercially reasonable efforts will be made to obtain necessary materials. Relevant delays will be communicated to the Customer.

12. Compliance with the Laws. The Parties agree they will comply with Applicable Laws in performance of this Agreement.

13. Interpretation and Joint Drafting. The Parties expressly agree that this Agreement was jointly drafted and that each had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. The language in all parts of

this Agreement will be in all cases construed according to its fair meaning and not strictly for or against either of the Parties. If a claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion will be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or counsel for any particular Party.

14. Good Faith. Each Party will act in good faith in the performance of its obligations under this Agreement and each Party will cooperate with the reasonable requests of the other Party and otherwise use commercially reasonable efforts to implement the provisions of and to administer this Agreement in accordance with its terms.

15. Captions. The captions of the various Articles and Sections of this Agreement are for convenience and reference only and do not limit or define any terms and provisions of this Agreement.

16. Exhibits. The Exhibits attached to this Agreement are incorporated in this Agreement and made a part of this Agreement.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which taken together will constitute only one legal instrument. Provided that both Parties have signed this Agreement in counterparts and the counterparts have been delivered to both Parties, it will not be necessary in making proof of this Agreement to produce or account for more than one (1) counterpart.

18. Change in Law. Notwithstanding any other provision in this Agreement, if any Applicable Law is changed, amended or revoked, or any statutes, rules, regulations, permits or authorizations are enacted or granted, such that: (i) the continued implementation of this Agreement would have a material adverse effect on either Party; or (ii) this Agreement or any part of this Agreement would be rendered unenforceable, then the Parties agree to negotiate in good faith to amend this Agreement to conform with such Applicable Law or new statutes, rules, regulations, permits, or authorizations (as applicable) in order to maintain the original intent of the Parties under this Agreement.

19. Further Assistance. Each party, upon the reasonable request of the other Party, will perform any further acts which are consistent with this Agreement and that do not increase the duties or financial obligations of the Parties or reduce any rights of the Parties.

20. Survival Rights. This Agreement will continue in effect after its termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under this Agreement.

21. Verification. Each Party will maintain adequate records to assist the other Party in meeting any obligation under this Agreement and will provide such records upon reasonable notice from the other Party.

22. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement, and this Agreement should not be construed to create or confer any right or interest in or to, or to grant any remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation, or undertaking established in this Agreement.

23. Relationship of Parties. This Agreement does not constitute a joint venture, association or partnership between the Parties. No express or implied term, provision or condition of this Agreement will create, or will be deemed to create, an agency, joint venture, partnership or any fiduciary relationship between the Parties.

24. Business Ethics. Both the Customer and the Company, and their respective employees, officers, agents, representatives and subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of their obligations under this Agreement. In conjunction with its performance under this Agreement, the Parties and their respective employees, officers, agents and representatives shall comply with, and cause its subcontractors and its employees, officers, agents and representatives to comply with, all Applicable Laws, including, without limitation, the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010. Without limiting the generality of the foregoing, the Customer specifically represents and warrants that neither the Customer nor any subcontractors, employees, officers, representatives or other agents of the Customer have made or will make any payment, or have given or will give anything of value, in either case to any government official (including any officer or employee of any governmental authority) to influence his, her, or its decision or to gain any other advantage for the Customer or the Company in connection with the Services to be performed hereunder. The Customer shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Agreement and to verify the Customer's compliance with this section. The Company shall be permitted to audit such records as reasonably necessary to confirm the Customer's compliance with this section. The Customer shall immediately provide notice to the Company of any facts, circumstances or allegations that constitute or might constitute a breach of this section and shall cooperate with the Customer's subsequent investigation of such matters. The Parties specifically acknowledge that the Customer's failure to comply with the requirements of this section shall constitute a condition of default under this Agreement.

25. Electronic Signatures Binding. The Parties may execute this Agreement by electronic signature, specifically including Adobe Sign, which signature shall be binding on the Party as if the Party executed the Agreement with a wet ink signature.

[*Signature Page(s) to Follow*]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

CITY OF WATERLOO		**MIDAMERICAN ENERGY COMPANY**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

EXHIBITS

Exhibit A – Project Details

Exhibit B – Figures

Exhibit C – Customer Commitment Costs

Exhibit D – Preliminary Project Cost Summary

Exhibit E – Sample Natural Gas Utility Easement

EXHIBIT A
PROJECT DETAILS

1. Estimated Natural Gas Load Information

a. Known Site Loads.

i. None

b. Additional Capacity

i. The Company will construct the Extensive Plant Addition which could provide an additional 20 million cubic feet per hour (Mcfh) to the industrial park based on the existing distribution system configuration, subject to availability and load growth in the area.

2. Company Facilities

a. Company Facilities.

i. The Company will construct, own, operate and maintain approximately 3,500 feet of eight (8) inch-diameter 70psig natural gas pipeline extension operating at a design minimum of 35 psig, as well as a separate extension of approximately 4,450 feet of eight (8) inch-diameter 70psig natural gas pipeline extension operating at a design minimum of 35 psig to accommodate the natural gas load assumptions.

ii. The Company shall maintain its Company Facilities consistent with Good Utility Practice.

iii. If the Customer anticipates a natural gas load greater than the total peak natural gas load assumed to be served by the Company Facilities in Exhibit A, Table 1.1 above, the Customer must notify the Company as soon as possible to allow the Company to update its system models and update this Agreement based on any required changes to the Company Facilities. Furthermore, if additional facilities are required, then such additional facilities shall not be constructed until any required approval of the IUC and other applicable authorities is received.

iv. For planning purposes, Exhibit B, Figures 1a and 1b show the preliminary layout of the Company Facilities, as conceived by the Company as of the Effective Date.

b. Commitment Costs associated with the Company Facilities. The Commitment Costs are estimated to be one million three hundred eighty-nine thousand eight hundred eighty dollars ($1,389,880).

These costs shall be payable as set forth in Exhibit C.

c. Company Facilities Construction Schedule. During the Initial Period and for so long as this Agreement is in effect, the Parties shall update each other with respect to the progress of the work, including, for example, equipment orders.

EXHIBIT B
FIGURES

Figure 1a. Preliminary Single-Line Diagram

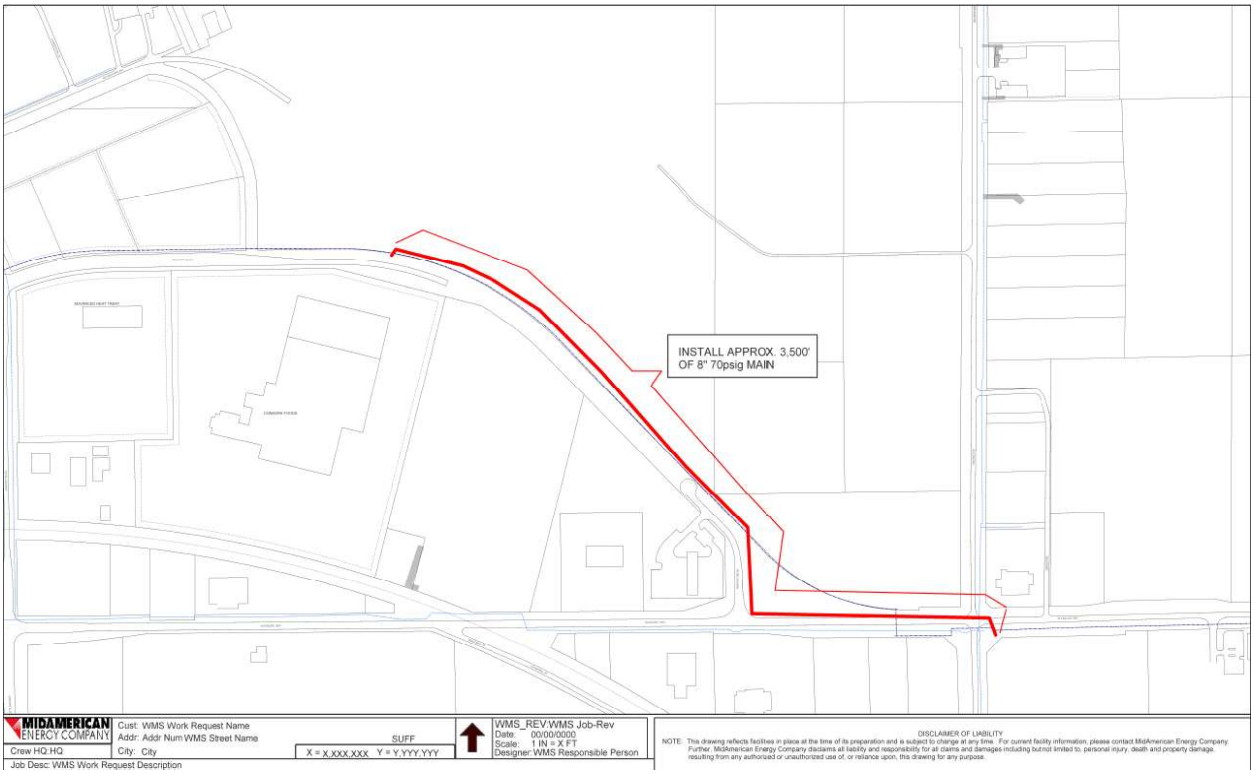


Figure 1a represents a preliminary layout of the Company Facilities, as conceived by the Company as of the Effective Date.

Figure 1b. Preliminary Single-Line Diagram

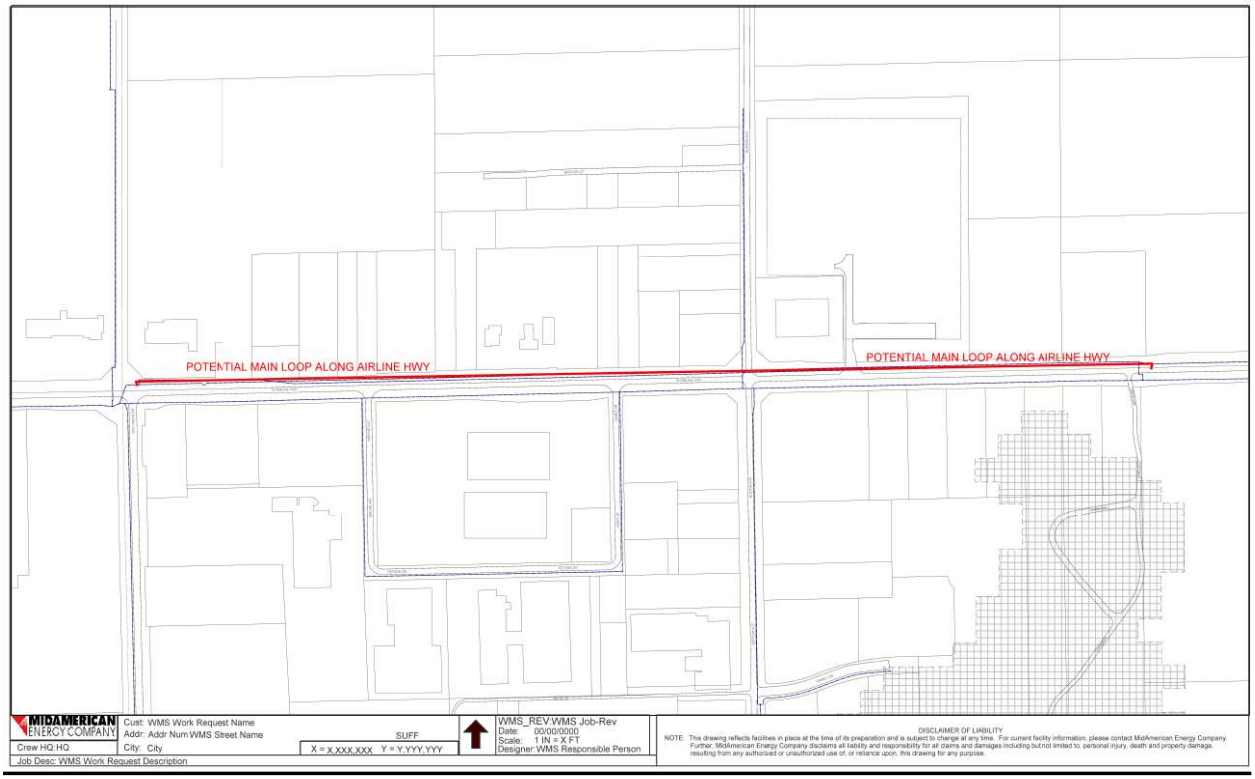
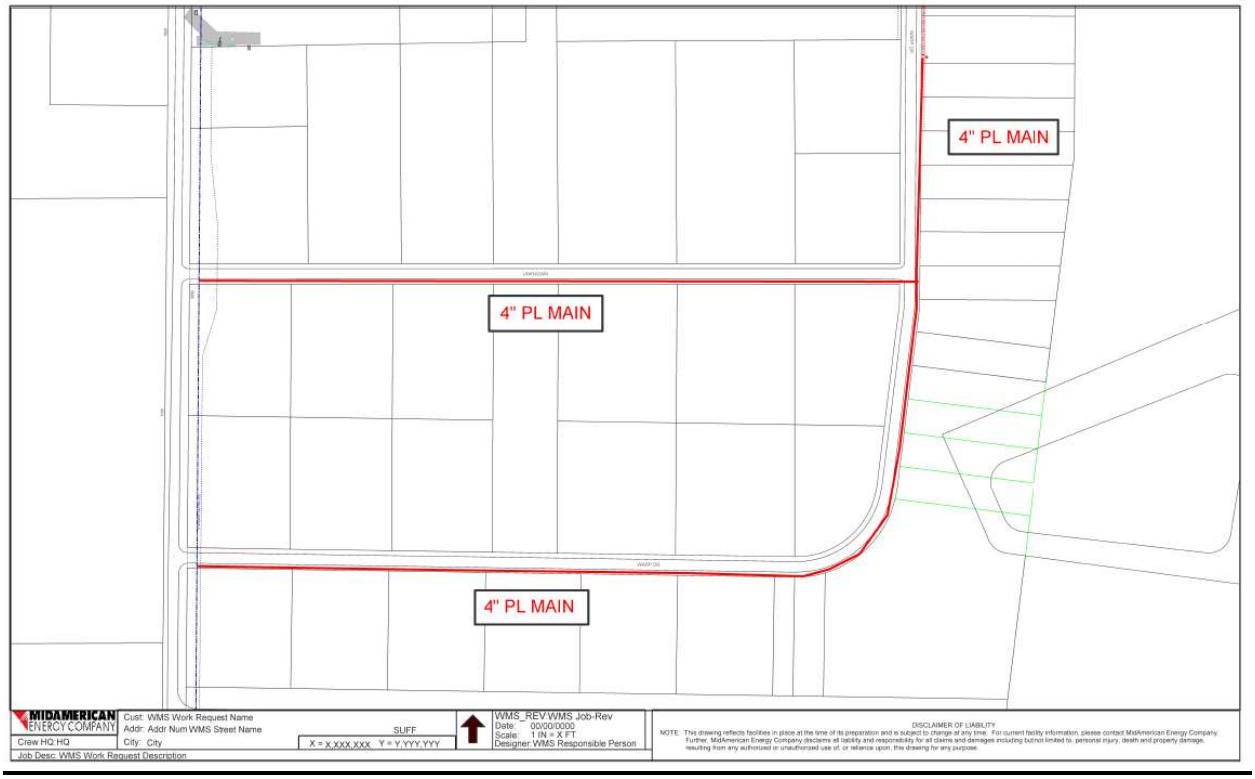


Figure 1b represents a preliminary layout of the Company Facilities, as conceived by the Company as of the Effective Date.

Figure 1c. Warp 4th Diagram

PROPRIETARY AND CONFIDENTIAL

Figure 1d. Warp 5th Diagram



PROPRIETARY AND CONFIDENTIAL

EXHIBIT C
CUSTOMER COMMITMENT COSTS

1. Customer Commitment Costs

a. The estimated Commitment Costs are one million one hundred seventy-six thousand one hundred seventy dollars. ($1,176,170). The Customer will be required to pay an upfront Refundable Advance of one million one hundred seventy-six thousand one hundred seventy dollars. ($1,176,170) PLUS Income Tax Surcharge within forty-five (45) days of the Effective Date of this Agreement.

b. Post construction reconciliation will happen upon completion of the Extensive Plant Addition and Company will determine actual Commitment Costs within ninety (90) days. If actual Commitment Costs exceed estimated Commitment Costs, the Customer shall pay to Company an additional Refundable Advance payment in the amount of the positive difference between the actual and estimated Commitment Costs, plus an applicable Income Tax Surcharge. If actual Commitment Costs are less than estimated Commitment Costs, Company will refund to Customer the negative difference between the actual and estimated Commitment Costs, plus an applicable Income Tax Surcharge. Payment will be due within forty-five (45) days from the date Company confirms actual Commitment Costs to Customer.

c. Reimbursement Balance. The net Refundable Advance remaining, if any, after payment or refund of any amounts required in subsections "b" and above shall be considered the total Reimbursement Balance collected from Customer.

d. Future Third Party Refunds. Other than any refunds made under subsections "b" and above, any other refunds from Company to Customer shall only be as set forth in the Third Party Refund provisions found in Article III, Section 3 of this Agreement.

EXHIBIT D

PRELIMINARY PROJECT COST SUMMARY

Item		Estimated Cost
Install 7,950 ft of 8-inch plastic pipe and service line		$1,176,170
Subtotal Estimated Costs		$1,176,170
Less Estimated Revenue Credit		$0
Estimated Costs Subject to Income Tax Surcharge		$1,176,170
Income Tax Surcharge (2026)	18.17%	$213,710
Total of Refundable Advance		$1,389,880

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving Addendum No. 4 to a Professional Services Agreement with Robinson Engineering Company of Independence, Iowa, originally executed April 5, 2021, in an amount not to exceed $10,000.00, in conjunction with the FY 2022 North Crossing Area Study, Contract No. 1050, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Addendum covers design agreement for a stormwater pump station in the North Crossing subdivision.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. NorthCrossingPh3 - Addendum 4

Robinson Engineering Company
Consulting Engineers

North Crossing Regional Planning and Design
Waterloo, Iowa

Addendum No. 4

WHEREAS, City of Waterloo and Robinson Engineering Company entered into a contract dated April 5, 2021 for the design of the North Crossing Regional Planning and Design project in Waterloo, Iowa.

WHEREAS, City of Waterloo and Robinson Engineering Company desire to amend the previous agreement to make the following revisions to the contract.

NOW THEREFORE, it is mutually agreed to amend the original Consultant Agreement as follows:

I. Scope of Services

The scope of services is amended to add the following scope items to the project:

Design a Pump Station for the Detention Pond at North Crossing: Due to the fact that the detention pond constructed as a part of this project over two years ago will not drain properly, it was decided that a small pump station installed at the outlet would ensure that the pond works properly and does not hold water for extended periods of time. This scope item will include the following subtasks:

1. **Calculate Flows**: Calculate flow volumes for the detention pond to determine when the pump station should operate. This will include the Water Quality Volume (WQv), 5-year, 10-year, 25-year, and 50-year flows. (The 100-year flow was determined as a part of the original project.)

2. **Produce Plans**: Plans for a self-contained pump station will be created. These plans will include utility connections and providing an access road to the pump station for routine maintenance. A force-main storm sewer pipe will be designed to carry the detention pond flows through the overflow berm and into a drainage channel to Virden Creek. This task will include coordinating with suppliers to obtain a design for the pump station and ensure that the pumps used in the structure meet city requirements.

3. **Coordinate with City Staff**: Once plans and specifications have been created, they will be presented to city staff for review.

4. **Construction** : A limited amount of time will be set-aside to help the developer and contractor during construction. No field work will be completed. However, Robinson staff will be available to answer any questions that may come up concerning the construction and installation of the new pump station.

II. Compensation

Design of Pump Station:

1.	Calculate Flows	$4,000.00
2.	Produce Plans	$3,500.00
3.	Coordinate Review	$1,000.00
4.	Construction	$1,500.00
	Total Additional Compensation =	$10,000.00

The compensation for this supplemental agreement is to be integrated with that covered under the original contract.

III. In all other respects, the obligations of City of Waterloo and Robinson Engineering Company shall remain as specified in the Original Contract dated April 5, 2021, and all addendums.

IN WHITNESS WHEREOF, the parties hereto have executed this Addendum No. 3 as of the dates shown below.

OWNER: _____
City of Waterloo
By: Dave Boesen
Title: Mayor

ENGINEER: Monica Smith
Robinson Engineering Company
By: Monica Smith, PE
Title: President

ATTEST: _____
Kelley Felchle, CMC
City Clerk

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Public Works Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving an Connected Building Services Agreement with Trane Technologies, in the amount of $12,640.00, for a one-year onsite inspection and calibration of CO/NO2 sensors for the Public Works Facility, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Requesting approval of contract.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

A one-year contract that includes onsite inspections, CO/NO_2 sensor calibration, and software maintenance. The annual operating inspection covers maintenance and repair of heating and cooling systems, CO/NO_2 sensors, and verification that all systems comply with OSHA standards.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Operating Funds

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. City of Waterloo Public Works BAS Service Agreement 1-30-2026

CONNECTED BUILDING SERVICE AGREEMENT

Trane Office
Trane U.S. Inc.
1400 SE 19th, Suite 100
Grimes, IA 50111

Trane Representative
Doug Stephens
Cell: (319) 533-4052
Office: (515) 270-0004

Proposal ID
8497617

Service Contract Number

Contact Telephone Number for Service
(515) 270-0004

Company Name
City Of Waterloo
715 Mulberry Street
Waterloo, IA 50703-5070

Site Address
City Of Waterloo Public Works
625 Glenwood Street
Waterloo, IA 50703

January 30th, 2026

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

EXECUTIVE SUMMARY

Connected Building Services

This **Connected Building Service Agreement** from Trane provides a more proactive approach to help maintain and manage your building. Using your building's data and Trane's analytics, you'll receive detailed insights that help you understand how your building is performing.

This service agreement model from Trane provides both typical service activities and optional add-ons to meet your unique needs.

Typical Activities	Optional Add-Ons*
• Annual and Operating Inspections: Helps keep your system up to date and provides a system health check at the right cadence for you to determine how your BAS is operating and what needs to be addressed. • System Analysis: Detailed understanding of what system issues may be occurring using cloud-based analytics.	• Remote Customer Support: Access to local call center resources to support your daily needs. • Customer Coaching: Our BAS experts help provide you the support you need to help operate your system effectively. • Trane® Connect™ Dashboards: Access to always live dashboards in our cloud system to monitor your key performance indicators, supported by our technical experts to setup and modify to meet your needs. • Remote Resolution Center: Leveraging our 24/7/365 national-level resources to remotely assist your teams with alarm response or operational needs.

**Additional options may be added depending on your needs, as appropriate.*

This **Connected Building Service Agreement** includes:

- Trane® Connect™ is a secure, cloud-based customer portal to access your building systems remotely and access to dashboards and other reports.
- Digital Analytics – analytics that run 24/7/365, collecting data from your connected equipment and systems, arming your technician with added insights into your building performance.

As an HVAC service provider, Trane offers many advantages:

- Your HVAC equipment is being serviced according to OEM best practices.
- Priority service available 24 hours a day.
- Advanced diagnostic technologies allow our technicians to analyze system performance comprehensively.

Why Trane? We Focus on Better Buildings.

When it comes to service effectiveness, experience matters.

- 100+ years of system and equipment experience
- 40+ years in building automation systems (BAS)
- 20+ years in energy services

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

SCOPE OF SERVICES — STANDARD INCLUSIONS

ANY HVAC SYSTEM IS ONLY AS STRONG AS ITS INDIVIDUAL MECHANICAL COMPONENTS

This service agreement with Trane protects and enhances full system functionality by ensuring that components are well maintained and functioning to OEM standards, and that the system is tailored to your needs. The following are the standard inclusions of your service agreement:

CONNECTED BUILDING SERVICES WITH TRANE CONNECT™

Trane gives you a way to "see" what's not physically evident using trend data that's illustrated via dashboards in Trane Connect™. It's a deeper level of information that enables you to understand what's happening at the system level—so technicians can address root causes instead of the symptoms. You'll get more bang from your service budget.

Available Trane Connect Applications

Included with your agreement, you'll receive additional benefits and reporting within the Trane Connect application. Customize your Trane Connect experience based on the needs of your job and goals of your organization.

Remote Access - Control and manage your equipment, spaces and buildings while optimizing performance *(Note: included for all Trane Controls customers)*	**Reports** - Measure your starting point to best evaluate where you're seeing gains and how you can improve system performance and energy usage even further.
Service - Remote and on-site service is enhanced through anytime, anywhere access to critical building information that informs how/when/where service is necessary.	**Dashboards** - Visualize and track the information most important to you, including opportunities for optimization and improvement.
Building & Energy Applications - Identify ways to unlock greater efficiency and comfort while maintaining control over spend and optimizing performance. Map energy use by date, time or space usage to reach your sustainability goals faster. *(Note: requires separately connected Live Meter)*	**Utility Management** - Access to your energy use intensity and cost intensity analysis. *(Note: requires utility bill access)*

Learn more on Trane.com

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

ON-SITE SCHEDULED MAINTENANCE – 1X/YEAR, EACH BUILDING

Factory authorized Trane service technicians perform all periodic maintenance, following OEM standards, to keep HVAC and BAS equipment running optimally and prevent unplanned downtime. Trane assumes all responsibilities for planning, scheduling and managing routine maintenance on Trane HVAC equipment and other brands.

Implementation:

- Technician visits are scheduled in advance through one assigned maintenance team for all HVAC equipment brands
- On-site service is completed during normal business hours
- Receive consistent service outcomes through proprietary maintenance procedures

DIGITAL INSPECTIONS

Help enhance system visibility with on-demand and scheduled digital inspections. Digital review of HVAC and BAS equipment enabled through connected system and unit controllers. And because it's connected, it can be done from anywhere, with your unique needs taken into consideration.

Implementation:

- Trane factory certified technicians will troubleshoot and address root causes
- Proactively identify potential issues and required changes
- Receive deeper insights through data and analysis from your connected systems

PROPOSED SCHEDULE OF SERVICES

Service Solutions	Qty.	Q1	Q2	Q3	Q4
On-site Scheduled Maintenance	1		1		
Building Performance Analytics Summary & Consultation	1			1	
On-Site Calibration of CO/NO2 Sensors	1	1			

To be completed for each of the following buildings:

- Public Works

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

BAS SCOPE OF SERVICES

1x/Year On-Site Inspection
1x/Year Building Performance Assessment with Consultation
1x/Year CO/NO2 sensor calibration
Software Maintenance Plan for Tracer SC+
Remote Tech Support – approx. 4 hrs annually

SCOPE OF SERVICE:

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Update SC/SC+ Firmware - Technician updates firmware and Software Maintenance Plan license for the system controller.
- Perform Database and Graphics Back Up - Technician backs up system controller, including any custom graphics packages on site.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Graphics Interface Review - Technician reviews any custom system and equipment graphics within the system to determine if they are up to date and captures the status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

BAS MAINTENANCE OPTIONS – FOR PUBLIC WORKS

ANNUAL CO/NO2 SENSOR CALIBRATION

Over time, the accuracy of sensors naturally degrades, adversely affecting energy efficiency and compromising the environmental conditions that exist within the building. Even seemingly small variations can have negative effects. For example, an outside air sensor that is merely a degree or two out of calibration may cause the mechanical cooling and heating systems to run prematurely, resulting in excessive energy use. Under the terms of this agreement, Trane will periodically calibrate all included sensors.

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

CYBERSECURITY-COMPLETED AS PART OF ANNUAL INSPECTION

The Trane Building Automation System contains network connected devices. As with all network connected devices, these devices and systems are exposed to others in the network, as well as the public internet; if not properly secured. We recommend that you design, implement and maintain security protections and user protocols/passwords/access/etc., to prevent vulnerabilities and risk. There are steps your IT support team can immediately implement to ensure a higher level of security (see Implementation below).

Advantages:

- *We only collect HVAC data* - Data collection by Trane is limited to HVAC equipment and system operating data. Depending on your company's goals, we may also look at energy use and demand.
- *You own your data* - You grant Trane permission to use the data to help improve the performance of your building automation system. Trane does not share your information externally. We never share your data or expose the source of that data to anyone outside our company.
- *Our cloud is secure* - multi-level security approach uses both Amazon Web Services and OS level firewalls. Data can only be accessed by authenticated Trane personnel, or by customers who have been authorized to use the Trane portal. The Trane Cloud is redundant – a loss of any instance does not impact our environment. All data communication is encrypted via SSL/TLS and access is authenticated and audited to verify security.

Implementation:

- Ensure the Building Automation System is behind a Secure Firewall
- All "Inbound" ports and "IP Addresses" need to be Closed to the Building Automation System
- Remove All Forwarded Inbound Ports and IP Addresses to the Building Automation System
- Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
- Where remote access is desired, utilize a secure method such as Trane Connect Remote Access or your own VPN.
- Perform regular system maintenance to ensure that your Building Automation System is properly secured, including regular software updates to your BAS and related network equipment (such as firewalls).

Additionally, when taking advantage of services such as Remote Monitoring, Alarm Notification, and Building & Energy Performance Applications, advise your IT support to configure the Building Automation System Ports 443 & 1191 for "Outbound Only."

BUILDING AUTOMATION SYSTEM COVERAGE

The following "Covered Systems" will be serviced at :

Building Name	Building Address	Tracer SC+ Serial Number
Public Works	625 Glenwood	E23H06797

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

PRICING AND ACCEPTANCE

Trane Service Agreement

This Service Agreement consists of the pages beginning with the title page entitled “Intelligent Services Service Agreement,” the consecutively numbered pages immediately following such title page, and includes and ends with the Trane Terms and Conditions (Service) (collectively, the “Service Agreement” or "Agreement"). Trane agrees to inspect and maintain the Covered Equipment according to the terms of this Service Agreement, including the “Terms and Conditions,” and “Scope of Services” sections. Trane agrees to give preferential service to Service Agreement Customer over non-contract customers.

Service Fee

As the fee(s) (the “Service Fee(s)”) for the inspection and maintenance services described in the Scope of Services section with respect to the Covered Equipment, Customer agrees to pay to Trane the following amounts, plus applicable tax, as and when due.

Contract Year	Annual Amount USD	Payment USD	Payment Term
Year 1	$12,640.00	$3,160.00	Quarterly

In addition to any other amounts then due hereunder, if this Agreement is terminated or cancelled prior to its scheduled expiration, Customer shall pay to Company the balance of any amounts billed to but unpaid by Customer and, if a “Service Project” is included in the Agreement, the Cancellation Fee set forth in “Exhibit A” Cancellation Schedule attached hereto and incorporated herein, which Cancellation Fee represents unbilled labor, non-labor expenses and parts materials and components. Subject only to a prior written agreement signed by Trane, payment is due upon receipt of invoice in accordance with Section 4 of the attached Terms and Conditions.

Tariffs

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company’s control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Term

The Initial Term of this Service Agreement is 1 year, beginning March 1st, 2026 through February 28th, 2027, However, Trane’s obligation under this Agreement will not begin until authorized representatives of Trane and Customer have both signed this Agreement in the spaces provided below.

Following expiration of the initial term on February 28th, 2027, this Agreement shall renew automatically for successive periods of 1 year (the “Renewal Term”) until terminated as provided herein. If you do not want to renew this Agreement for the Renewal Term, please notify Trane by telephone or by U.S. mail prior to the expiration date set forth in the preceding sentence. If any questions arise regarding this Service Agreement or how to cancel this Agreement, Trane can be reached either by telephone at (515) 270-0004 or by direct mail addressed to: 1400 SE 19th, Suite 100, Grimes, IA 50111.

Renewal Pricing Adjustment

The Service Fees for an impending Renewal Term shall be the current Service Fees (defined as the Service Fees for the initial Term or Renewal Term immediately preceding the impending Renewal Term) annually adjusted based on changes to the cost of service. The Service Fees for an impending Renewal Term shall be set forth in the service renewal letter furnished to Customer.

Cancellation by Customer Prior to Services; Refund

If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and if no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer’s account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer’s right to cancel this Agreement only applies to the original owner of

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

Cancellation by Company

This Agreement may be cancelled during the Initial Term or, if applicable, a Renewal Term for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to the scheduled expiration date and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____ Authorized Representative	_____ Submitted By: Doug Stephens
_____ Printed Name	Proposal Date: January 30, 2026 Cell: (319) 533-4052 Office: (515) 270-0004
_____ Title	
_____ Purchase Order	_____ Authorized Representative
_____ Acceptance Date	_____ Title
	_____ Signature Date

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

TERMS AND CONDITIONS - SERVICE

"Company" shall mean Trane U.S. Inc. dba Trane for Company performance in the United States and Trane Canada ULC for Company performance in Canada.

1. Agreement. These terms and conditions ("Terms") are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the following commercial services as stated in the Proposal (collectively, the "Services"): inspection, maintenance and repair (the "Maintenance Services") on equipment (the "Covered Equipment"), specified Additional Work (if any), and, if included in the Proposal, Intelligent Services, Energy Assessment, and any other services using remote connectivity (collectively and individually referred to in these Terms as "Trane Digital Services"). **COMPANY'S TERMS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to these Terms and Conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's Terms and Conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to perform in accordance with the Proposal and Company Terms and Conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Customer's acceptance of performance by Company will in any event constitute an acceptance by Customer of Company's Terms and Conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or Terms and Conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services provided by Company to the date of cancellation.

4. Fees and Taxes. Fees for the Services (the "Service Fees") are as set forth in the Proposal. Except as otherwise stated in the Proposal, Service Fees are based on performance during regular business hours. Charges for performance outside Company's normal business hours shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fees, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with an acceptable tax exemption certificate.

5. Payment. Payment is due upon receipt of Company's invoice. Service Fees shall be paid no less frequently than quarterly and in advance of performance of the Services. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Without liability to Customer, Company may discontinue performance whenever payment is overdue. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing this Agreement.

6. Customer Breach. Each of the following constitutes a breach by Customer and shall give Company the right, without an election of remedies, to suspend performance or terminate this Agreement by delivery of written notice declaring termination. Upon termination, Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead): (a) Any failure by Customer to pay amounts when due; (b) any general assignment by Customer for the benefit of its creditors, Customer's bankruptcy, insolvency, or receivership; (c) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (d) Any failure by Customer to perform or comply with any material provision of this Agreement.

7. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances when Company performs the Services. Company may refuse to perform where working conditions could endanger property or put people at risk. Unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines. This Agreement presupposes that all major pieces of Covered Equipment are in proper operating condition as of the date hereof. Services furnished are premised on the Covered Equipment being in a maintainable condition. In no event shall Company have any obligation to replace Covered Equipment that is no longer maintainable. During the first 30 days of this Agreement, or upon initial inspection, and/or upon seasonal start-up (if included in the Services), if an inspection by Company of Covered Equipment indicates repairs or replacement is required, Company will provide a written quotation for such repairs or replacement. If Customer does not authorize such repairs or replacement, Company may remove the unacceptable equipment from the Covered Equipment and adjust the Service Fees accordingly. Customer authorizes Company to utilize Customer's telephone line or network infrastructure to connect to controls, systems and/or equipment provided or serviced by Company and to provide Services contracted for or otherwise requested by Customer, including remote diagnostic and repair service. Customer acknowledges that Company is not responsible for any adverse impact to Customer's communications and network infrastructure. Company may elect to install/attach to Customer equipment or provide portable devices (hardware and/or software) for execution of control or diagnostic procedures. Such devices shall remain the personal proprietary property of Company and in no event shall become a fixture of Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices used in connection with the Services on Customer equipment. Company may remove such devices at its discretion. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company.

8. Customer Obligations. Customer shall: (a) Provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; (b) Follow manufacturer recommendations concerning teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; unless expressly stated in the Scope of Services statement, Company is not performing any manufacturer recommended teardown and internal inspection, major overhaul, restoration or refurbishing of the Covered Equipment; and (c) Where applicable, unless water treatment is expressly included in the Services, provide professional cooling tower water treatment in accordance with any reasonable recommendations provided by Company.

9. Exclusions. Unless expressly included in the Covered Equipment or the Services, the Services do not include, and Company shall not be responsible for or liable to the Customer for any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from, any of the following: (a) Any guarantee of room conditions or system performance; (b) Inspection, maintenance, repair, replacement of or services for: chilled water and condenser water pumps and piping; electrical disconnect switches or circuit breakers; motor starting equipment that is not factory mounted and interconnecting power wiring; recording or portable instruments, gauges or thermometers; non-moving parts or non-maintainable parts of the system, including, but not limited to, storage tanks; pressure vessels, shells, coils, tubes, housings, castings, casings, drain pans, panels, duct work; piping: hydraulic, hydronic, pneumatic, gas, or refrigerant; insulation; pipe covering; refractory material; fuses, unit cabinets; electrical wiring; ductwork or conduit; electrical distribution system; hydronic structural supports and similar items; the appearance of decorative casing or cabinets; damage sustained by other equipment or systems; and/or any failure, misadjustment or design deficiencies in other equipment or systems; (c) Damage, repairs or replacement of parts made necessary as a result of electrical power failure, low voltage, burned out main or branch fuses, low water pressure, vandalism, misuse or abuse, wear and tear, end of life failure, water damage, improper operation, unauthorized alteration of equipment, accident, acts or omissions of Customer or others, damage due to freezing weather, calamity, malicious act, or any Event of Force Majeure; (d) Any damage or malfunction resulting from vibration, electrolytic action, freezing, contamination, corrosion, erosion, or caused by scale or sludge on internal tubes except where water treatment protection services are provided by Company as part of this Agreement; (e) Furnishing any items of equipment, material, or labor/labour, or performing special tests recommended or required by insurance companies or federal, state, or local governments; (f) Failure or inadequacy of any structure or foundation supporting or surrounding the equipment to be worked on or any portion thereof; (g) Building access or alterations that might be necessary to repair or replace Customer's existing equipment; (h) The normal function of starting and stopping equipment or the opening and closing of valves, dampers or regulators normally installed to protect equipment against damage; (i) Valves that are not factory mounted: balance, stop, control, and other valves external to the device unless specifically included in the Agreement; (j) Any responsibility for design or redesign of the system or the Covered Equipment, obsolescence, safety tests, or removal or reinstallation of valve bodies and dampers; (k) Any services, claims, or damages arising out of Customer's failure to comply with its obligations under this Agreement; (l) Failure of Customer to follow manufacturer recommendations concerning teardown and internal inspection, overhaul and refurbishing of equipment; (m) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in,

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving pre-existing building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi; (n) Replacement of refrigerant is excluded, unless replacement of refrigerant is expressly stated as included within the Services, in which case replacement shall in no event exceed the stated percentage of rated system charge per year expressly stated in the Services; (o) crane or rigging costs; (p) Any Services, claims, or damages arising out of refrigerant not supplied by Company. Customer shall be responsible for: (i) The cost of any additional replacement refrigerant; (ii) Operation of any equipment; and (iii) Any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

10. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement; and (b) the labor/labour portion of the Maintenance Services and Additional Work has been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any labor/labour improperly performed by Company. No liability whatsoever shall attach to Company until the Maintenance Services and Additional Work have been paid for in full. Exclusions from this Warranty include claims, losses, damages and expenses in any way connected with, related to or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of equipment manufactured by Company may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by such component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMEDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

11. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), OR CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY OVER THE 12 MONTH PERIOD PRECEDING THE DATE OF OCCURRENCE FOR THE SERVICES AND ADDITIONAL WORK FOR THE LOCATION WHERE THE LOSS OCCURRED. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING TRANE DIGITAL SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH) DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos polychlorinated biphenyl ("PCB"), or other hazardous materials (collectively, "Hazardous Materials"). Customer warrants and represents that there are no Hazardous Materials on the premises that will in any way affect Company's performance, except as set forth in a writing signed by Company disclosing the existence and location of any Hazardous Materials in all areas within which Company will be performing. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and notify Customer. Customer will be responsible for correcting the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the premises site for the presence of Hazardous Materials.

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

15. Insurance. Company agrees to maintain the following insurance during the term of this Agreement with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive rights of subrogation.

16. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company is unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic; insurrections; riots; labor/labour disputes; labor/labour or material shortages from the usual sources of supply; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

17. Maintenance Services Other Than Solely Scheduled Service. If Company's Maintenance Services hereunder are not limited solely to Scheduled Service, the following provisions shall also apply: (a) Required restoration shall be performed by Customer at its cost prior to Company being obligated to perform hereunder; (b) any changes, adjustments, service or repairs made to the Equipment by any party other than Company, unless approved by Company in writing, may, at Company's option, terminate Company's obligation to render further service to the Equipment so affected; in such case no refund of any portion of the Service Fees shall be made; and (c) Customer shall (i) promptly notify Company of any unusual performance of Equipment; (ii) permit only Company personnel to repair or adjust Equipment and/or controls during the Term or a Renewal Term; and (iii) utilize qualified personnel to properly operate the Equipment in accordance with the applicable operating manuals and recommended procedures.

18. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which Company performs the Services. Any dispute arising under or relating to this Agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by United States Federal judicial bodies and boards of contract appeals of the United States Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other Terms of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

19. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

20. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

21. U.S. Government Services. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government.** As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations, and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver or its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue: (4)

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-26.130-7 (0325)
Supersedes 1-26.130-7 (0225)

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
   "Equipment" shall have the meaning set forth in the Agreement.
   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
    (i) Data backups; and
    (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

TERMS AND CONDITIONS – Connected Analytics Package Subscription

1. Terms Supplemental. These terms and conditions ("CAP Subscription Terms") are supplemental to the Terms and Conditions (Service) and an integral part of Company's offer to sell Software as a Service that provides internet-based access to the hosted Connected Analytics Package (CAP) application ("CAP Subscription") as part of an Energy Advisory Services offer. The Terms and Conditions (Service) apply to the CAP Subscription, except as the context indicates otherwise.

2. Definitions.

"**Malicious Code**" means any virus, worm, time bomb, Trojan horse or other code, file, script, agent, software program or device that may prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data; or adversely affect the user experience.

"**Customer Data**" means all Customer electronic data or information collected through and stored in connection with the CAP Subscription.

"**Users**" means individuals who have been authorized by Customer to use the Services and who have been supplied user identifications and passwords to access the Services by Customer (or by Company at Customer's request). Users may include but are not limited to Customer's employees, consultants, contractors and agents; or third parties with which the Customer transacts business. Persons or entities that are competitors to Company are not authorized to access or use the Services and may not be permitted by Customer to access or use the Services.

3. Software as a Service CAP Subscription. Upon commencement of the CAP Subscription and for the CAP Subscription Term, Customer will have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the CAP Subscription services solely for your internal business operations and subject to the CAP Subscription Terms and Terms and Conditions (Service). Customer may allow its Users to use the CAP Subscription services for this purpose and Customer is responsible for Users' compliance herewith. Customer agrees that it does not acquire any license to the Trane Energy Manager program. The CAP Subscription includes provisions for the collection of data from meters, loggers, systems, or devices ("Data Collection") and regular database backups. The CAP Subscription does not cover support of Customer's computer hardware, data network, or communications infrastructure, or Internet browsers used to access the CAP Subscription. Customer hereby accepts, and upon initial use of CAP Subscription, each Customer User will be required to accept these CAP Subscription Terms. User access shall terminate on the same date as the applicable CAP Subscription Term

4. Subscription Term. The initial CAP Subscription Term commences on the date that Customer receives access to the CAP Subscription service and continues for as long as set forth in the Proposal, subject to automatic renewal for succeeding 12 month terms as provided in the Terms and Conditions (Service).

5. Customer's Responsibilities. Customer shall (i) be responsible for Users' compliance with these terms and conditions, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the CAP Subscription, and notify Provider promptly of any such unauthorized access or use, (iii) use the CAP Subscription only in accordance with these terms and conditions and Customer's Service Agreement with Trane and applicable laws and government regulations, (iv) provide Company with all necessary cooperation in relation to these terms and conditions and necessary access to such information as may be required for providing the CAP Subscription, and (v) pay all fees when due for the CAP Subscription and Service Agreement. Customer shall not (i) permit any third party to access the CAP Subscription or physical hardware deployed at Customer's facilities to enable operation of the CAP Subscription except as expressly permitted herein or in an Order Form, (ii) modify or create derivative works based on any part or content of the CAP Subscription, (iii) copy, frame or mirror any part or content of the CAP Subscription, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer, disassemble or decompile the CAP Subscription, or (v) access the CAP Subscription in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the CAP Subscription. In addition, Customer shall not (m) make the CAP Subscription available to anyone other than Users, (n) sell, resell, rent, license, share or lease the CAP Subscription, (o) use the CAP Subscription to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (p) use the CAP Subscription to store, distribute or transmit Malicious Code, (q) interfere with or disrupt the integrity or performance of the CAP Subscription or third-party data contained therein, or (r) attempt to gain unauthorized access to the CAP Subscription or their related systems or networks.

6. Cancellation. In the event of a cancellation of the CAP Subscription by Customer, Customer shall not be entitled to any refund of price and Customer shall immediately pay all amounts then due.

7. Customer Breach; Termination. Company may terminate the CAP Subscription upon 14 days written notice to Customer of a material breach if such breach remains uncured at the expiration of such period. . Upon termination, Customer shall not be entitled to any refund of the price paid to Company.

8. Availability. Company shall exercise reasonable care in providing the CAP Subscription and use commercially reasonable efforts to make the service available at all times. The CAP Subscription is accessible via the internet and thus subject to limitations, delays, and other problems inherent to the operation of internet and electronic communications. Company is not responsible for delivery failures or other damage resulting from such problems. Where possible, Company will notify User(s) identified by the Customer during execution of Service Agreement to be the primary contact for Customer ("Named Users"), and raise support issues with Company of non-availability of the CAP Subscription. It is the responsibility of the Named Users to provide this information to all Users of CAP Subscription associated with Customer. Company shall be entitled, without any liability, to carry out ongoing maintenance, updating or alterations to CAP Subscription Service that may result in loss of access from time to time without prior notice. Service features that interoperate with Trane Energy Manager software depend on the continuing availability of the third party APIs and programs for use with the CAP Subscription. If said parties cease to make the API or program available on reasonable terms for the CAP Subscription, Company may be interrupted from providing such features without entitling Customer to any refund, credit, or other compensation.

9. Software Upgrades. Software upgrades to CAP Subscription will be applied by the Company as soon as commercially reasonable after a new version is available. These will always be provided during the term of the Agreement and there is no provision for maintaining any other version than the current version in the SaaS environment.

10. Database Backup. Short term and long term database backups are performed at the sole discretion of the Company.

11. Data Collection. Where Customer has placed an order that includes CAP Subscription from Company, data will be collected from the designated meters, loggers, or devices and imported into CAP Subscription. It is Customer's responsibility to check CAP Subscription or configure appropriate alarms to ensure that data is appearing as expected. If data is missing, Customer should raise the issue as a request for support through the local Company office. Customer is free to export its own data from CAP Subscription at any time using the standard CAP Subscription export functions.

12. Ownership of Data. All data relating to the performance and condition of Customer building systems that Company collects in connection with the CAP Subscription shall be owned by Customer, provided that Customer grants to Company the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, reproduce, display, distribute internally or externally and prepare derivative works based upon any such data Company collects from Customer. Company shall not use or publish such data in any way that identifies Customer as the source of that data without Customer's prior written consent. The data Company collects from Customer will not include any personal or individual information beyond that required for User access and account management. In providing the CAP Subscription, Company will comply with the Trane Technologies Data Protection and Privacy Policy, which is available at https://www.tranetechnologies.com/privacy-policy.html.

13. Data Retention. Upon Customer's written request, Company will endeavor to provide an electronic copy of data collected from Customer, subject to availability. Company will use commercially reasonable efforts to store Customer's data for up to 3 months. There is no guarantee as to the availability of the data.

14. Communications – Analog Modem Facilities. Customer authorizes Company to utilize Customer's telephone line to provide the services and acknowledge that, unless an exclusive telephone line has been provided for performance of the services, the telephone line may be unavailable for Customer's use for extended periods of time while data is being collected from Customer's building systems and equipment. Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not be able to collect data when the telephone line or other transmission mode is not operating or has been cut, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over Customer's telephone service.

15. Communications – Ethernet. Customer authorizes Company to utilize Customer's network infrastructure to provide the contracted services and acknowledge that Company is not responsible for any adverse impact to Customer's communications infrastructure. Customer understands that Company will not

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

be able to collect data when network issues do not allow for successfully communications between Company data collection devices and the data sources. Interruption of external Internet communications of longer than 24 hours may result in loss of data and degradation of service levels. Interruption of communications can be classified as failure of transmitting or receiving packet transmissions, interfered with or is otherwise damaged or if Company is unable to acquire, transmit or maintain a connection over network or the internet for any reason including network or ISP outage or other network/ISP problems such as congestion or downtime, routing problems, or instability of signal quality.

16. Logging and Data Mining. Customer grants Company the unrestricted right, but not the obligation, to log web addresses and/or mine other information and/or data relating to services and information accessed or requested (a) to provide better support, services and/or products to Users of Company products and services, (b) to verify compliance with the terms of the Agreement and the Supplemental Terms and Conditions, (c) for use by Company for statistical or other analysis of the collective characteristics and behavior of users, (d) to backup user and other data or information and/or provide remote support and/or restoration, (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including histories or trending of any of the foregoing, and (f) to otherwise understand and respond to the needs of the users of Company products and services.

17. Anti-Virus Prevention. Company maintains antivirus checking software on the network and has a strict policy on checking all software loaded onto the SaaS environment. However, due to the nature of computer viruses, Company is not able to guarantee that provision of CAP Subscription will be virus free. It is Customer's responsibility to ensure that adequate security and antivirus software is in place on all machines accessing the CAP Subscription.

18. Disaster Recovery. In the event that Company experiences a significant problem with CAP Subscription that results in or is expected to result in the loss of service for in excess of 5 working days, Company may transfer the CAP Subscription service to an alternative hosting environment. In the event that Company transfers the service to an alternative hosting environment, Customer acknowledges that the following may occur: There may be a loss of data imported into CAP after the last database backup was taken; CAP Subscription will be provided by a different IP address; while the IP address registered against the domain names is changed, Customer may need to access CAP Subscription via an IP address and not the normal domain name and data collection may not be available.

19. No Warranties. CUSTOMER EXPRESSLY AGREES THAT USE OF CAP SUBSCRIPTION IS AT THE SOLE RISK OF CUSTOMER, END USERS, AND NAMED USERS. COMPANY DOES NOT WARRANT OR GUARANTEE THAT CAP SUBSCRIPTION WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES COMPANY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF CAP SUBSCRIPTION, OR AS TO THE TIMELINESS, EFFICACY, OPERABILITY, COMPLETENESS, ACCURACY, RELIABILITY OR CONTENT OF CAP SUBSCRIPTION OR OF ANY DESIGN, FUNCTION, PROCESS, OR INFORMATION PROVIDED THROUGH OR BY USE OF CAP SUBSCRIPTION. CAP SUBSCRIPTION IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS AGREEMENT. CUSTOMER AGREES THAT CUSTOMER'S PURCHASE OF THE CAP SUBSCRIPTION IS NOT CONTINGENT ON THE DELIVERY OF ANY FUTURE FUNCTIONALITY OR FEATURES OR DCAPENDENT ON ANY ORAL OR WRITTEN PUBLIC COMMENTS MADE BY COMPANY REGARDING FUTURE FUNCTIONALITY OR FEATURES.

20. Privacy or Confidentiality. The Company will take commercially reasonable efforts to ensure that data and other parameters are not visible or accessed by other customers. Customer acknowledges that the very nature of communication via the internet restricts the Company from offering any guarantee to the privacy or confidentiality of information relating to Customer passing over the internet. In gaining access via the internet, Customer also acknowledges and accepts that electronic communication may not be free from interference by unauthorized persons and may not remain confidential. Customer therefore accepts that access and storage of data is at its own risk. Any breach in privacy should be reported by customer to the Company immediately.

21. Intellectual Property. Company retains and reserves all rights, title and interest in and to the CAP Subscription, including without limitation all Company software, algorithms, materials, formats, interfaces and proprietary information and technology, and all other Company products and CAP Subscription, and including all copyright, trade secret, patent, trademark and other intellectual property rights related to the foregoing. No rights are granted to the Customer hereunder with respect to the CAP Subscription or otherwise other than as expressly set forth herein.

22. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF CONTRACTS, SECURITY BREACH, OR FOR ANY FINANCIAL OR ECONOMIC LOSS OR FOR ANY SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES) ARISING OUT OF CUSTOMER'S USE OR INABILITY TO USE CAP SUBSCRIPTION. Should Company nevertheless be found liable for any damages, such damages shall be limited to the most recent purchase price paid by Customer for CAP Subscription.

23. Customer Indemnity. Customer shall indemnify and hold Company harmless from and against any loss, damage, cost (including the cost of any settlement), expense or any liability suffered or incurred by Company arising from or in connection with Customer's use of CAP Subscription service, breach of these CAP Subscription Terms, and Company's possession or use of data, information or articles supplied by Customer to Company, including the infringement of any intellectual property rights resulting from the use or possession by Company of data, information or articles supplied by Customer to Company.

24. Change in Terms and Conditions. Company reserves the right to change the service level agreements, any part of the CAP Subscription offering, or the terms and conditions at any time.

© 2025 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Waste Management Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving Amendment No. 1 to the Professional Services Agreement with Strand Associates of Madison, Wisconsin, originally executed on January 5, 2026, to replace Item No. 1 in its entirety and change Item No. 2, in conjunction with the Design, Bidding, and Construction related Services for the 2025 Wastewater Treatment Plant Raw Wastewater Pumping Building Rehabilitation Project, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approve Amendment No. 1 Design Services, Bidding-Related Services, and Construction-Related Services 2025 Wastewater Treatement Plant Raw Wastewater Pumping Building Rehabilitation

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Replace Item No. 1 in its entirety with the following: "1. Prepare structural and architectural drawings for the Raw Wastewater Pumping Building Rehabilitation with technical specifications on the drawings for the inclusion with OWNER-prepared Bidding Documents. Rehabilitation will include analysis and design of a support system for the second floor wall which sheared at the bottom connection to the second floor slab, replacement of five embedded aluminum floor access doors above Easton Raw Wastewater Wetwells No. 1 and No.2, and replacement of four corroded personnel doors."
Item No. 2, Change two site visits to "four site visits".

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Strand - Amendment No. 1 - Design Services for WWTP Raw WW Pumping Bldg Rehab
2. Strand - Memo from Waste Management Director - Desin Services for WWTP Raw WW Pumping Bldg Rehab
3. Strand - Original Document - Design Services WWTP Raw WW Pumping Bldg Rehab

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

February 2, 2026

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

Attention: Mr. Dave Boesen, Mayor

Re: Amendment No. 1 to the December 17, 2025, Agreement for Design Services, Bidding-Related Services, and Construction-Related Services
2025 Wastewater Treatment Plant Raw Wastewater Pumping Building Rehabilitation

This is Amendment No. 1 to the referenced Agreement.

Under **Scope of Services**,

Design Services, REPLACE Item No. 1 in its entirety with the following:

"1. Prepare structural and architectural drawings for the Raw Wastewater Pumping Building Rehabilitation with technical specifications on the drawings for inclusion with OWNER-prepared Bidding Documents. Rehabilitation will include analysis and design of a support system for the second floor wall which sheared at the bottom connection to the second floor slab, replacement of five embedded aluminum floor access doors above Easton Raw Wastewater Wetwells No. 1 and No. 2, and replacement of four corroded personnel doors."

Construction-Related Services, Item No. 2, CHANGE two site visits to "four site visits."

Under **Compensation**, CHANGE $19,000 to "$36,000" and REPLACE the table in its entirety with the following:

"Scope Item	Compensation
Design Services	$20,500
Bidding-Related Services	$ 2,000
Construction-Related Services	$13,500
Total	$36,000"

Under **Schedule**, CHANGE October 30, 2026, to "December 31, 2026."

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

ENGINEER:

STRAND ASSOCIATES, INC.®

Joseph M Bunker 2/3/26

Joseph M. Bunker Date
Corporate Secretary

OWNER:

CITY OF WATERLOO, IOWA

Dave Boesen Date
Mayor

KPB:dfe\\\strand.com\allcorpdata\MAD\Documents\Agreements\W\Waterloo, City of (IA)\WWTPRawWWPumpingBldgRehab.2025\Agr\Amd\4463.023.1.docx

CITY OF WATERLOO IOWA
Community of Opportunity

715 Mulberry St, Waterloo, IA 50703
Phone: (319) 291-0141
Fax: CITYOFWATERLOOIOWA.COM

Date: January 5, 2026

To: Waterloo Mayor and Council

From: Brad Manahl, Treatment Operations Director, Waste Management Services

RE: Agreement for Design Services for Wastewater Treatment Plant Raw Wastewater Pumping Building Rehabilitation

Background Discussion: This agreement will provide services to cover, design, bidding, and construction related services for a support system on the second-floor wall of the main Raw Wastewater (RWW) Pump Building. Currently the west wall of the RWW building has sheared at the bottom connection to the second-floor slab. This serves crucial part of treatment of grit removal at the Wastewater Plant. If the wall happens to fail, we would not be able to process forward flow through the treatment plant. Once supported, in the future we will plan to fix the wall permanently in another project at the wastewater treatment plant.

Recommended Action: It is recommended approval of the Agreement for Design Services, Bidding-Related Services, and Construction-Related Services for Wastewater Treatment Plant Raw Wastewater Pumping Building Rehabilitation with Strand and Associates from Madison Wisconsin in the amount not to exceed $19,000

Docusign Envelope ID: 796F1AD4-00AD-4302-B437-5A115E425267

STRAND ASSOCIATES®
Excellence in Engineering℠

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

December 17, 2025

City of Waterloo, Iowa
715 Mulberry Street
Waterloo, IA 50703

Attention: Mr. Dave Boesen, Mayor

Re: Agreement for Design Services, Bidding-Related Services, and Construction-Related Services
2025 Wastewater Treatment Plant Raw Wastewater Pumping Building Rehabilitation

This is an Agreement between the City of Waterloo, Iowa, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide Design Services, Bidding-Related Services, and Construction-Related Services (Services) for the 2025 Wastewater Treatment Plant Raw Wastewater Pumping Building Rehabilitation project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Design Services

1. Prepare structural and architectural drawings for the Raw Wastewater Pumping Building rehabilitation with technical specifications on the drawings for inclusion with OWNER-prepared Bidding Documents. Rehabilitation will include analysis and design of a support system for the second floor wall which has sheared at the bottom connection to the second floor slab.

2. Prepare a prebid opinion of probable construction cost for ENGINEER-designed elements and submit to OWNER.

3. Review draft structural and architectural drawings with OWNER; incorporate review comments, as appropriate; and submit two copies of the final structural and architectural drawings to OWNER for inclusion with OWNER-prepared Bidding Documents.

Bidding-Related Services

Prepare addenda and answer questions during bidding.

Construction-Related Services

1. Provide construction contract administration Services including attendance at preconstruction conference, review of contractor's shop drawing submittals, review of up to six contractor's pay requests, attendance at up to two construction progress meetings, and participation in project closeout.

Docusign Envelope ID: 796F1AD4-00AD-4302-B437-5A115E425267

2. Provide resident project representative for part-time observation of construction consisting of up to two site visits.

3. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement.

1. Additional and Extended Services during construction made necessary by:
   a. Work damaged by fire or other cause during construction.
   b. A significant amount of defective or neglected work of any contractor.
   c. Prolongation of the time of the construction contract.
   d. Default by contractor under the construction contract.

2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.

3. Electrical/HVAC and Plumbing Design Services: Any services related to electrical/HVAC and plumbing design.

4. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant.

5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.

6. Review of Product Substitutions Proposed by Contractor: ENGINEER's cost for evaluating substitute products is not included.

7. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.

8. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.

9. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

Docusign Envelope ID: 796F1AD4-00AD-4302-B437-5A115E425267

Compensation

OWNER shall compensate ENGINEER for Services under this Agreement on an hourly rate basis plus expenses an estimated fee of $19,000 allocated as follows:

Scope Item	Compensation
Design Services	$10,000
Bidding-Related Services	$ 1,500
Construction-Related Services	$ 7,500
Total	$19,000

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

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

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

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

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of December 15, 2025. Services are scheduled for completion on October 30, 2026.

Standard of Care

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

OWNER's Responsibilities

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

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

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

Docusign Envelope ID: 796F1AD4-00AD-4302-B437-5A115E425267

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

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

6. Provide Bidding Documents and front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.

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

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER. If OWNER requires more than general guidance, then OWNER agrees to obtain an independent cost estimate by others.

Observation Services

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

Payment Requests

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

Changes

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

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

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

Docusign Envelope ID: 796F1AD4-00AD-4302-B437-5A115E425267

Extension of Services

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

Payment

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

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

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

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

Data Provided by Others

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

Third-Party Beneficiaries

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

Dispute Resolution

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

Docusign Envelope ID: 796F1AD4-00AD-4302-B437-5A115E425267

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

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

ENGINEER:		OWNER:	
STRAND ASSOCIATES, INC.®		CITY OF WATERLOO, IOWA	
Joseph M. Bunker	12/17/25	Signed by: David Boesen D8DD3F0DA4F6474... Dave Boesen	01/05/2026
Corporate Secretary	Date	Mayor	Date

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Waste Management Department

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with AECOM of Waterloo, IA., in the amount of $484,800.00, in conjunction with the Waterloo Sanitary Sewer System Improvements Airline Highway Lift Station, Force Main, and Sanitary Sewer, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approve the Professional Service Agreement with AECOM.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The current Airline Highway Lift Station and downstream sanitary sewer along Airline Highway are undersized and become surcharged during large rain events. The condition of the lift station is further deteriorating and in need of replacement from both a flow and condition perspective. This project will improve flow handling and mitigate overloading of the lift station/force main and sanitary sewer during periods of wet weather and provide capacity to expand the service areas north and northwest of the station near the Waterloo Regional Airport.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. AECOM - Professional Services Agreement - Airline Hwy LS, FM, and Sanitary Sewer

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

319-232-6531 tel
319-439-3089 fax

WATERLOO SANITARY SEWER SYSTEM IMPROVEMENTS
AIRLINE HIGHWAY LIFT STATION, FORCE MAIN, AND SANITARY SEWER

CITY OF WATERLOO, IOWA

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered by and between AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, Iowa, hereinafter referred to as "ATS" and City of Waterloo, 715 Mulberry Street, Waterloo, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

ATS shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. ATS'S RESPONSIBILITIES

ATS shall, subject to the terms and provisions of this Agreement:

(a) Appoint one or more individuals who shall be authorized to act on behalf of ATS and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon ATS as to all matters pertaining to this Agreement and the performance of the parties hereunder.

(b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control.

(c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two-year period following the completion of Services, it is shown that there is an error in the Services solely as a result of ATS's failure to meet these standards, ATS shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since ATS has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, ATS does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. ATS makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.

(d) ATS shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which ATS procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. ATS's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.

(e) ATS will be providing estimates of costs to the CLIENT covering an extended period of time. ATS does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by ATS are estimates only, made on the basis of ATS's experience and represent ATS's reasonable judgment as a qualified professional. ATS does not guaranty that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by ATS, and the CLIENT waives any and all claims that it may have against ATS as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services;

(a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.

(b) Furnish to ATS all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. ATS shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INDEMNIFICATION

ATS agrees to indemnify and hold harmless CLIENT from and against any and all suits, actions, damages, loss, liability or costs (including, without limitation, reasonable attorneys' fees directly related thereto) for bodily injury or death of any person or damage to third party property if and to the extent arising from the negligent errors or omissions or willful misconduct of ATS during the performance of the Services hereunder.

V. INSURANCE

Commencing with the performance of the Services, and continuing until the earlier of acceptance of the Services or termination of this Agreement, ATS shall maintain standard insurance policies as follows:

(a) Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state having jurisdiction over ATS's employees who are engaged in the Services, with Employer's Liability not less than One Hundred Thousand Dollars ($100,000) each accident;

(b) Commercial General Liability including third party Bodily Injury and Property Damage Liability and Contractual Liability insurance in a limit of One Million Dollars ($1,000,000) each occurrence and in the aggregate.

(c) Business Auto Liability Insurance (owned, non-owned or hired) in a combined single limit of One Million Dollars ($1,000,000).

ATS agrees to include CLIENT as Additional Insured on the Commercial General Liability and Business Auto Liability policies, but only to the extent of ATS's negligence under this agreement and only to the extent of the insurance limits specified herein.

(d) Professional Liability Insurance with limits of $1,000,000 per claim and in the aggregate covering ATS against all sums which ATS may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

ATS agrees to provide CLIENT with certificates of insurance evidencing the above-described coverage prior to the start of Services hereunder and annually thereafter if required. ATS shall provide prompt notice to the CLIENT in the event of cancellation, material change, or non-renewal per standard ISO Acord Form wording and the policy provisions.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not-to-exceed fee of Four Hundred Eighty-Four Thousand Eight Hundred Dollars ($484,800.00) and will not be exceeded without authorization from the Client.

ATS may bill the Client monthly for services completed at the time of billing. CLIENT agrees to pay ATS the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give ATS written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to ATS the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to ATS. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, ATS will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

(a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which ATS prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when ATS has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to ATS and CLIENT agrees to release, defend and hold ATS harmless from and against all claims or suits asserted against ATS in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by ATS. Nothing contained in this paragraph shall be construed as limiting or depriving ATS of its rights to use its basic knowledge and skills to design or carry out other projects or

work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

(b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and ATS makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

(a) ATS shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall ATS be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall ATS be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.

(b) In order that ATS may be fully protected against such third-party claims, CLIENT agrees to obtain and maintain for the benefit of ATS the same indemnities and insurance benefits obtained for the protection of the CLIENT from any contractor or subcontractor working on the project and shall obtain from that contractor/subcontractor insurance certificates evidencing ATS as an additional named insured.

X. INDEPENDENT CONTRACTOR

ATS shall be an independent contractor with respect to the Services to be performed hereunder. Neither ATS nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, legal responsibility and liability for any and all pre-existing contamination shall at all times remain with CLIENT. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by ATS. CLIENT agrees to release, defend, indemnify and hold ATS harmless from and against any and all liability which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from ATS's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper

disposal or transportation of such waste. ATS shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination. In the event that ATS executes or completes any governmentally required forms relating to regulated activities including but not limited to storage, generation, treatment, transportation, handling or disposal of hazardous or toxic materials, ATS shall be and be deemed to have acted as CLIENT's agent.

For ATS's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide ATS with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. LIMITATION OF LIABILITY

CLIENT agrees that ATS's liability for the act, error or omission in its performance of services under this Agreement shall in no event exceed the amount of the total compensation received by ATS. It is intended by the parties to this Agreement that ATS's services in connection with the project anticipated herein shall not subject ATS's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project.

XIII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then ATS and the CLIENT agree to submit the dispute to mediation. In the event ATS or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by ATS and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and ATS may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

XIV. MISCELLANEOUS

(a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

(b) This Agreement shall be governed by the laws of the State of Iowa.

(c) ATS may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve ATS of any of its obligations under this Agreement.

(d) In no event shall either party be liable to the other for indirect or consequential damages, including, but not limited to, loss of use, loss of profit or interruption of business, whether arising in contract, tort (including negligence), statute, or strict liability.

(e) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.

(f) This Agreement gives no rights or benefits to anyone other than CLIENT and ATS and does not create any third-party beneficiaries to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CITY OF WATERLOO	**APPROVED FOR AECOM TECHNICAL SERVICES, INC.**
By:_____	By: Michelle M. Sweeney
Printed Name: David Boesen	Printed Name: Michelle M. Sweeney, PE, PTOE
Title: Mayor	Title: Associate Vice President
Date:_____	Date: 1/26/2026

WATERLOO SANITARY SEWER SYSTEM IMPROVEMENTS
AIRLINE HIGHWAY LIFT STATION, FORCE MAIN, AND SANITARY SEWER

CITY OF WATERLOO, IOWA

EXHIBIT A

I. PROJECT DESCRIPTION

The current Airline Highway Lift Station and downstream sanitary sewer along Airline Highway are undersized and become surcharged during large rain events. The condition of the lift station is further deteriorating and in need of replacement from both a flow and condition perspective. This project will improve flow handling and mitigate overloading of the lift station/force main and sanitary sewer during periods of wet weather and provide capacity to expand the service areas north and northwest of the station near the Waterloo Regional Airport.

The project consists of preparing plans, specifications and contract documents for the replacement of the Airline Highway Lift Station, force main and sanitary sewer. The new lift station will be designed to handle 1.72 MGD (million gallons per day). The existing lift station can only handle about 1.0 MGD. The new lift station will also be equipped with an emergency generator (the current lift station does not have an emergency generator).

Downstream of the lift station, about 3,600 LF of sanitary sewer will be replaced along Airline Highway. The new sanitary sewer will be 24-inch diameter (the existing sewer is 12-inch diameter) and will tie into the existing No Name Creek Sanitary Sewer east of Wagner Road. The project also includes cured-in-place pipe (CIPP) lining of the existing upstream sanitary from the lift station along the CN Railroad towards Airport Boulevard (about 1,400 LF).

This project provides numerous benefits for economic development and improves flow conditions in a portion of the system which currently experiences overloading during wet-weather flows.

The City of Waterloo would like to obtain a State Revolving Fund (SRF) loan for the construction of this project. Obtaining the loan is a multi-step process that requires the input of the City, Iowa Department of Natural Resources (DNR) and the Design Engineer. Each entity has various responsibilities at various stages of the loan acquisition process. AECOM Technical Services, Inc., (ATS) will provide engineering assistance to the City for the SRF process.

II. SCOPE OF SERVICES

The Scope of Services to be performed shall be completed in accordance with generally accepted standards of practice. ATS will utilize the Statewide Urban Design and Specifications (SUDAS) and engineer-provided technical specifications for this project, along with applicable standards and technical modifications by Waste Management Services Department (WMSD). The Scope of Services is further defined with the following:

Phase I - Design and Bidding Phase Services

Task 1 – Project Management Progress Meetings/Kickoff Meeting. With WMSD and ATS staff, a kickoff meeting will be conducted to discuss the scope of project, objectives and goals. ATS staff will also attend progress meetings as needed where updates on the project design will be presented to WMSD staff.

Task 2 – Survey and Data Collection. ATS will acquire available data about the locations for the proposed lift station, force main and sanitary sewer. This will include gathering aerial photography, available topographic data, collecting existing Airline Highway Lift Station, force main, and sanitary sewer data from the WMSD and utility location mapping information to develop a base map of the project location. ATS will establish horizontal and vertical control and perform a topographic survey for the project area. "One Call" will be contacted to locate utilities. Marked field locations of utilities will be surveyed. Private utilities will be located by Owner.

Task 3 – Obtain Soil Borings. ATS will propose locations for soil borings at the new lift station site and along the route of the new force main and sanitary sewer. ATS will work with a professional geotechnical firm to conduct the soil borings and provide geotechnical report of the findings. Terracon Consultants will complete the geotechnical work for this project.

Task 4 – Review Hydraulic Model. ATS will review the sanitary sewer system hydraulic model to verify areas served and estimated wastewater flows.

Task 5 – Right-of-Way Review. ATS will review City, county and state records pertaining to the survey corridor. Property lines, right-of-way lines and ownership of properties will be incorporated into the base mapping for the project. It is assumed that the majority of the Airline Highway Lift Station, force main, and sanitary sewer project will be in the existing right-of-way.

Acquisition plats are not anticipated for this project. For the purposes of this agreement, it is assumed no properties will be impacted. Should the need arise, ATS would prepare acquisition plats and legal descriptions for permanent and temporary acquisitions needed for the project under a supplemental agreement.

Task 6 – SRF Project Initiation. ATS will submit a work record request to the Iowa DNR to establish the project as one marked for SRF funding. ATS will participate in the Project Initiation Meeting with the City and the Iowa DNR. This includes preparing preliminary project design information to present at the meeting and answering technical questions related to the project.

Task 7 – SRF Facility Plan Preparation. ATS will prepare a facility plan for the project per requirements of Iowa Wastewater Facilities Design Standards, Chapter 11, Section 11.2, as required for the SRF process.

Task 8 – SRF Intended Use Plan (IUP) Application Preparation and Public Hearing. ATS will prepare IUP Application required for SRF. The Environmental Checklist and Associated Items will also be prepared to assist the Iowa DNR with an environmental review. ATS will participate in the public hearing for the project and help answer concerns from the public regarding the project.

Task 9 – Preliminary Design Drawings. Drawings will be developed showing base mapping, existing site features, known utilities, existing lift station, force main, and sanitary sewer removals, proposed lift station, force main, and sanitary sewer locations, sewer to be lined (CIPP), and existing ground contours. The following design details are unique to this project and are to be included:

a. This project will need to be coordinated with the continuous operation of the existing lift station and force main until switch-over to the new lift station and force main is accomplished. Temporary diversion of wastewater around the area under construction will likely be required during some periods of construction, this

includes pipe to be lined (CIPP). Sheets detailing temporary diversion of wastewater will be included in the design.

b. This project includes the design of a new emergency generator to be permanently situated at the pumping station site. It is anticipated that the emergency generator will be provided with a weather protective, sound attenuating enclosure provided by the generator manufacturer.

Task 10 – Plan and Profile Sheets. Preliminary plan and profile sheets will be prepared for the lift station, force main, and sanitary sewer installation.

Task 11 – Preliminary Design Meeting. ATS will meet with WMSD and review a preliminary plan set. Key design items will be discussed; and based on feedback, a list of alterations will be made for the final design.

Task 12 – Final Plans and Specifications. Final plans and specifications will be developed incorporating comments received by WMSD. Plans will include cover sheet, general notes, lift station design (including electrical, controls, and structural), force main, and sanitary sewer plan and profile sheets, and details as necessary (this includes pipe to be lined (CIPP)). Specifications will include contract documents incorporating requirements from WMSD. SUDAS specifications will be referenced, along with engineer-provided technical specifications.

Task 13 – Engineer's Opinion of Probable Cost. An Engineer's Opinion of Probable Cost will be developed for the project.

Task 14 – Iowa DNR Construction Permit Application. ATS will prepare necessary construction permit schedules to be submitted to Iowa DNR.

Task 15 – Notice of Storm Water Discharge NPDES Permits. The State of Iowa General Permit No. 2 will be prepared.

Task 16 – Storm Water Pollution Prevention Plan. Storm Water Pollution Prevention Plan (SWPPP) will be prepared.

Task 17 – Railroad Permit Applications. ATS will prepare necessary railroad permit applications from CN for force main crossing and access.

Task 18 – Preparation and Distribution of Contract Documents. Prepare contract documents for distribution to plan rooms and potential bidders.

Task 19 – Respond to Bidders Questions. Respond to questions that bidders may have regarding the project. Prepare addenda as needed for project.

Task 20 – Bidding Assistance. Attend bid opening, secure contracts, bonds and certificates of insurance, review bids, prepare bid tabulation and make recommendation to WMSD.

Exclusions

The following items are not included in this Scope of Services, but may be added by Supplemental Agreement:

- **Sponsored Project Documentation.** The City may be interested in pursuing "water resource restoration sponsored projects" that may be tied to the primary SRF project. This scope does not include coordination to pursue these projects but could be added by supplemental agreement, if requested by the City.

- **Additional Environmental Tasks as Required by Iowa DNR.** The Iowa DNR environmental review may require impact mitigation, vibrational monitoring, wetland creation or other actions. Meeting the requirements of the environmental review is not included in this scope but could be added by supplemental agreement, if required.

Phase III - Construction-Related Services

The scope of construction-related services will be determined at the time the services are needed and defined under a future amendment. Construction-related services include construction staking, on-site field review, materials testing, contract administration during construction and right-of-way staking.

L:\Secure_DCS\Administration\AGREE\PROF\WAT Airline Hwy Lift Station.doc

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution establishing a Metropolitan Transit Authority "How to Ride" signage policy for the City of Waterloo.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Metropolitan Transit Authority (MET) is requesting adoption of a "How to Ride" signage policy that will allow MET to install and maintain signage within the City owned street right-of-way with a standardized system of educational signage that clearly and concisely informs new and existing riders about how to use its "flag-down" transit service. The policy provides for an approval process which includes all signage designs to be reviewed and approved by the MET General Manager and City Traffic Department, requires construction from durable, weather-resistant materials, and requires a regular inspection schedule and maintenance. The City of Waterloo Traffic Department would install the signs on behalf of MET, but any required repairs or replacements would be completed at MET's expense.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. MET Signage Policy and Draft Resolution
2. How to Ride Sign

Waterloo, Iowa
MET Transit "How to Ride" Signage Policy

The following elements shall constitute the Waterloo, Iowa MET Transit "How to Ride" Signage Policy:

Policy statement:
The City of Waterloo (City) and Metropolitan Transit Authority (MET) hereby adopt a standardized system of educational signage to clearly and consistently inform new and existing riders about how to use its flag-down transit service. This signage will prioritize universally understood visuals, plain language, and multilingual translation in key service areas to ensure accessibility for riders with and without limited English proficiency.

---

1. Signage design standards

   - Visual-first design: All educational signs will use a visual, panel-based narrative that demonstrates the step-by-step process of using the flag-down service (waiting, signaling, boarding, and exiting).
   - Iconography: Use of a consistent set of universal icons for all signage, such as:
     - A person with a raised hand for flag-down
     - A hand pulling a cord for stop request
     - The standard currency symbol for payment method
   - Plain language: Written text will be concise, direct, and limited to a sixth grade reading level.
   - Multilingual content: In areas with identified limited English proficiency populations, key signs will be translated into the top two non-English languages spoken in the city, using clear formatting to distinguish between languages and accessed by a QR code which directs users to a landing page provided by and/or authorized and controlled by MET Transit.

2. Signage types and placement

   - At transfer hubs: Install large infographic signs at major transit centers, hubs, and terminals to provide a comprehensive, step-by-step guide to the flag-down service.
   - Along the route:
     - Place signs nearby and throughout flag-down service areas to clearly indicate where riders can expect flexible service.
     - Post smaller, visual-first signs at key locations and high-traffic pedestrian areas to reinforce the flag-down process.
     - Signage is not an indication of an assigned bus stop
   - Inside the vehicle:
     - Display decals with simple visual reminders near doors and windows, prompting riders on how to request a stop.
     - Use digital screens (where available) to display the educational visuals and text in multiple languages.

3. Implementation and maintenance

- Approval process: All signage designs must be reviewed and approved by the MET General Manager and City Traffic Department Administrative Staff before production and installation.
- Community engagement: MET will consult with community groups representing diverse language populations during the design and adoption phases to ensure clarity and cultural appropriateness.
- Material standards: Signs must be constructed from durable, weather-resistant materials to ensure longevity and resist vandalism, as approved by the City of Waterloo Traffic Department.
- Installation and cost responsibilities: The City of Waterloo shall be responsible for the installation of all signage implemented under this Policy. MET shall be responsible for all costs associated with the procurement/manufacturing of the signs and the necessary installation hardware. All materials provided by MET shall be approved by City of Waterloo Traffic Department.
- Maintenance: MET shall conduct regular inspections to ensure signs are in good condition, legible, and not obstructed by vegetation or other objects. Any issues identified during these inspections shall be reported to the City of Waterloo, and any required repairs or replacements shall be completed at MET's expense.

4. Policy evaluation

- Performance metrics: MET will track key performance indicators, such as a reduction in missed stops or an increase in new rider surveys, to measure the success of the educational signage.
- Review cycle: This policy will be reviewed annually to incorporate new technology, address community feedback, and ensure its continued effectiveness in serving all riders.

5. Ongoing

In order to ensure consistent and ongoing implementation of this Policy, the City of Waterloo staff appointees and MET Transit staff appointees will annually attend the quarterly Iowa Northland Regional Council of Governments Transit Advisory Committee meetings and will provide recommendations and updates to the City Engineer, City Planning and Programming Director, and MET Transit General Manager regarding this Policy. The City Engineer, City Planning and Programming Director, and MET Transit General Manager will then be responsible for providing formal recommendations to the Mayor, City Council, and MET Transit Board of Directors for consideration of any future changes to the Policy.

Approved by the MET Transit Board of Directors on the 11th, day of DECEMBER, 2025.

Sharon K. Droste
MET Transit Board Chair

MET Transit General Manager

BE IT FURTHER RESOLVED that this Policy is effective on this ____, day of _____, 20____.

Mayor of Waterloo, Iowa

City Clerk of Waterloo, Iowa

RESOLUTION _____

A RESOLUTION ESTABLISHING A METROPOLITAN TRANSIT AUTHORITY (MET) "HOW TO RIDE" SIGNAGE POLICY FOR THE CITY OF WATERLOO, IOWA

WHEREAS, the mobility of passengers and the safety, convenience, and comfort of those individuals choosing to utilize MET Transit services – including people requiring mobility aids, translation services, visitors, and neighborhood residents of all ages and abilities should all be considered when planning, designing, and improving Waterloo's passenger transportation services; and

WHEREAS, integrating accessible educational signage at sidewalks, bicycle facilities, transit amenities, and safe accommodations for the general public to utilize passenger transportation is a priority of MET Transit; and

WHEREAS, City owned Right-of Way is a critical component of public space and plays a major role in establishing the image and identity of a city, providing a key framework for descriptive signage for the provision of services; and

WHEREAS, streets are a critical component of the success and vitality of adjoining private uses and neighborhoods; and

WHEREAS, a goal of the MET "How to Ride" Signage Policy is to improve the access and mobility for all users of streets in the community by improving safety through reducing conflict and encouraging transit usage; and

WHEREAS, it is recognized that there are some streets or corridors in the City which would function as highly utilized locations for MET "How to Ride" Signage; and

WHEREAS, an agreement as to the terms and conditions for the implementation of this policy shall be the further responsibility of the Waterloo Mayor and City Council and MET Transit General Manager and Board of Directors; and

NOW THEREFORE BE IT RESOLVED, that the City of Waterloo and MET Transit hereby adopts the following MET Transit "How to Ride" Signage Policy.

How to Ride with MET Transit

1. Wave Hand

Wave to a MET bus at any street corner on a route—no bus stop needed!

2. Get On

Adult: $1.50

Seniors/Disabled/Students: $0.75

Kids under 6 free!

3. Request Stop

Pull the STOP cord one block before your stop. Cross the street safely!

Routes are available on Google Maps!

Bus Hours

Mon-Fri: 5:45 AM to 6:15 PM

Saturday: 7:15 AM to 6:15 PM

Hours vary by route

Live Bus Tracker

Visit **www.mettransit.org** or call 319-234-5713

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	February 16, 2026

AGENDA ITEM TITLE

Resolution approving an Amendment to Development Agreement and Minimum Assessment Agreement with Crossroads Realty, LLC dated January 5, 2026, to amend the legal description, and instruct the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Amendment to the Development Agreement will correct the legal description noted in the Development Agreement approved on January 5, 2026. The original legal description excluded a portion of the property that was not to be excluded.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lots 6,7, and 8, all in Block 59 in Anthony Bakers Addition, Waterloo, Black Hawk County, IA

ATTACHMENTS

1. First Amendment to DA - Steve Knight Storage
2. Fully executed DA Crossroads Realty

Prepared by Lexi Schneider, 715 Mulberry Street, Waterloo, IA 50703 319-291-4366

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT AND FIRST AMENDMENT TO MNIMUM ASSESSMENT AGREEMENT

This First Amendment to Development Agreement and Minimum Assessment Agreement (the "Amendment") is entered into as of _____, 2026, by and between Crossroads Realty, 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 January 5, 2026, and recorded with the Black Hawk County Recorder on January 26, 2026, as Doc. No. 2026-01057.

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. Exhibit "A" of the DA is hereby stricken in its entirety and replaced with the following amended Exhibit "A":

Exhibit "A"
Legal Description of Property

Lots 6, 7, and 8, all in Block No. 59 in Anthony Bakers Addition to the Village (now City) of Waterloo in Black Hawk County, Iowa,

2. Except as modified herein, the DA and MAA shall continue unmodified in full force and effect. Terms in this Amendment that are capitalized but not defined will have the same meanings herein that are ascribed to them in the DA or MAA. 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

By: _____
David Boesen, Mayor

Crossroads Realty, LLC

By: _____
Steve Knight, Managing Member

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 **Steve Knight** as Managing Member (title) of Crossroads Realty, LLC.

_____
Notary Public

* City of Waterloo
Prepared by Lexi Schneider, 715 Mulberry Street, Waterloo, IA 50703 Phone (319) 291-4366

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of January 5, 2026 by and between Crossroads Realty 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 finance and undertake rehabilitation improvements 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 3,600 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 to any location on 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 $430,000.00 (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 Crossroads Realty LLC, 1304 Commercial Street, Waterloo, IA 50702

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.

[signatures on next page]

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

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

Crossroads Realty LLC

By: _____
Steve Knight
Managing Member

EXHIBIT "A"

Legal Description of Property

Lot No. 6 and a part of Lot No. 7, all in Block No. 59 in Anthony Bakers Addition to the Village (now City) of Waterloo in Black Hawk County, Iowa, and a tract of land in the original plat on the west side of the Cedar River in the City of Waterloo, Black Hawk County, Iowa, adjoining said Lots, all lying within the following described boundaries:

Beginning at a point on the southeasterly line of West Eleventh Street that is 70 feet Northeasterly of the intersection of the southeasterly line of West Eleventh Street and the Northeasterly line of Jefferson Street; thence Northeasterly along the Southeasterly line of West Eleventh Street 70 feet to the most Northerly corner of said Lots Nos. 6 and 7 thence southeasterly along the northeasterly line of said Lots Nos. 6 and 7 to the most Easterly corner of said Lot No. 7; thence Southwesterly along the Southeasterly line of said Lot No. 7 70 feet; thence Northwesterly along a line which is parallel with the Northeasterly line of Jefferson Street to the place of beginning.

Also

A part of Lot No. 7 in Block No. 59 in Anthony Bakers's Addition to the City of Waterloo, and a tract of land in the Original Plat on the West side of the Cedar River in the City of Waterloo, Black Hawk County, Iowa, adjoining said block bounded as follows:

Beginning at the intersection of the Northeasterly line of Jefferson Street with the Southeasterly line of West Eleventh Street, thence Northeasterly along the Southeasterly line of West Eleventh Street a distance of 70 feet; thence Southeasterly parallel with the Northeasterly line of Jefferson Street 120 feet to the Southeasterly line of Lot No. 7; thence Southwesterly 70 feet along said Lot line and an extension thereof to the Northeasterly line of Jefferson Street; thence Northwesterly along Jefferson Stret 120 feet to the point of beginning.

AND

The Southeasterly One-half of Lot 8, Block 59, Anthony Baker's Addition to the City of Waterloo, Black Hawk County, Iowa.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of January 5, 2026, by and among the CITY OF WATERLOO, IOWA ("City"), CROSSROADS REALTY 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 $430,000.00 (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, 2037 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]

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

By: _____
Kelley Felchle, City Clerk

CROSSROADS REALTY LLC

By: _____
Steve Knight
Managing Member

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

On this 12th day of January, 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, 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.

NOTARIAL SEAL IOWA
BRITNI C PERKINS
COMMISSION NO. 845529
MY COMMISSION EXPIRES
JANUARY 27, 2026

_____
Notary Public

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

Subscribed and sworn to before me on January 15, 2026 by Steve Knight as Managing Member of Crossroads Realty LLC.

NOTARIAL SEAL IOWA
LEXI SCHNEIDER
COMMISSION NO. 869089
MY COMMISSION EXPIRES
NOVEMBER 21, 2028

_____
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 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 Four Hundred Thirty Thousand and 00/100 Dollars ($430,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

_____
Assessor for Black Hawk County, Iowa

_____
Date

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

Subscribed and sworn to before me on _____, 2026 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 16, 2026

AGENDA ITEM TITLE

Resolution approving an Amendment to the Development Agreement with Dellatan Asset Acquistion, LLC, amending the timeline for completion of Phase I for the construction of two single-family dwellings located east of 919 Newell Street, and amending housing designs for Phase I and Phase II properties, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution to approve an amendment to the development agreement with Dellatan Asset Acquistion, LLC, amending the timeline for completion of Phase I for the construction of two single-family dwellings located east of 919 Newell Street, and amending housing designs for Phase I and Phase II properties, and authorize the Mayor and City Clerk to execute said document. The company shall obtain a building permit within four months of the date of this amended agreement, and construction shall be substantially completed within 14 months on both dwellings in Phase I.

Housing designs from the first development agreement are being changed for Phase I, and this amendment clarifies which housing design is associated with each phase.

NEIGHBORHOOD IMPACT

The project would bring residential development to vacant lots that the City has owned for over 8 years.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

All procedures have been completed to sell and convey the Phase I property to the company.

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Amendment to Development Agreement
2. Map of Phases
3. Original Development Agreement

Prepared by Austin J. McMahon, 222 1st St. E., Independence, IA 50644 319-334-4488

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into as of _____, 2026 by and between Dellatan Asset Acquisition, LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company and City are parties to that certain Development Agreement dated September 16, 2024 (the "DA"), concerning the development of property as described in the Agreement, and filed in the land records of Black Hawk County as Doc. No. 2024-21040.

B. The parties desire to amend the DA to modify the terms as set forth in this Amendment.

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

1. Section 5(A) of the DA is hereby amended to provide that Company shall obtain building permits and begin construction of the Phase 1 Improvements within four (4) months of the date of this Amendment and that Company shall substantially complete the Phase 1 Improvements within fourteen (14) months of the date that said building permits are issued for the Phase 1 Improvements.

2. The DA is hereby amended in all relevant respects to provide that the Home Designs for Phase 1 shall be what is contained in Exhibit B to this Amendment. Exhibit B to the DA is hereby stricken from the DA.

3. The DA is hereby amended in all relevant respects to provide that the Home Designs for Phase 2 shall be what is contained in Exhibit C to this Amendment.

4. Except as modified herein, the DA 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. This Amendment may be

executed in multiple counterparts. The DA 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 the Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

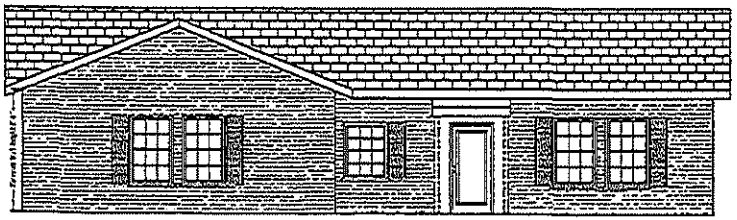
By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

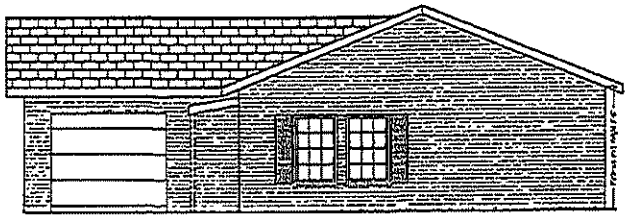
DELLATAN ASSET ACQUISTION, LLC

By: _____
O'Dell L. Sallis
Managing Member

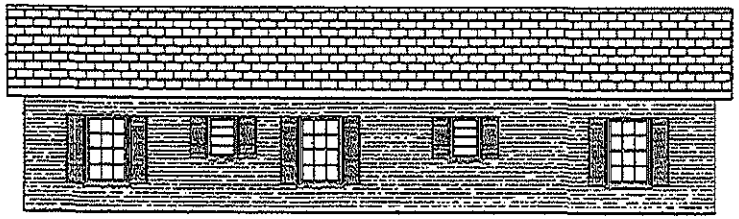
Exhibit "B" – Phase I Housing Designs



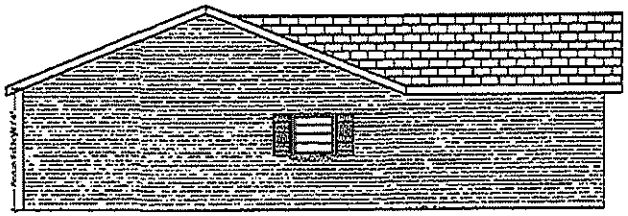
Front Elevation



Right Side Elevation



Rear Elevation



Left Side Elevation

The Blaine - Gable (Elevation)

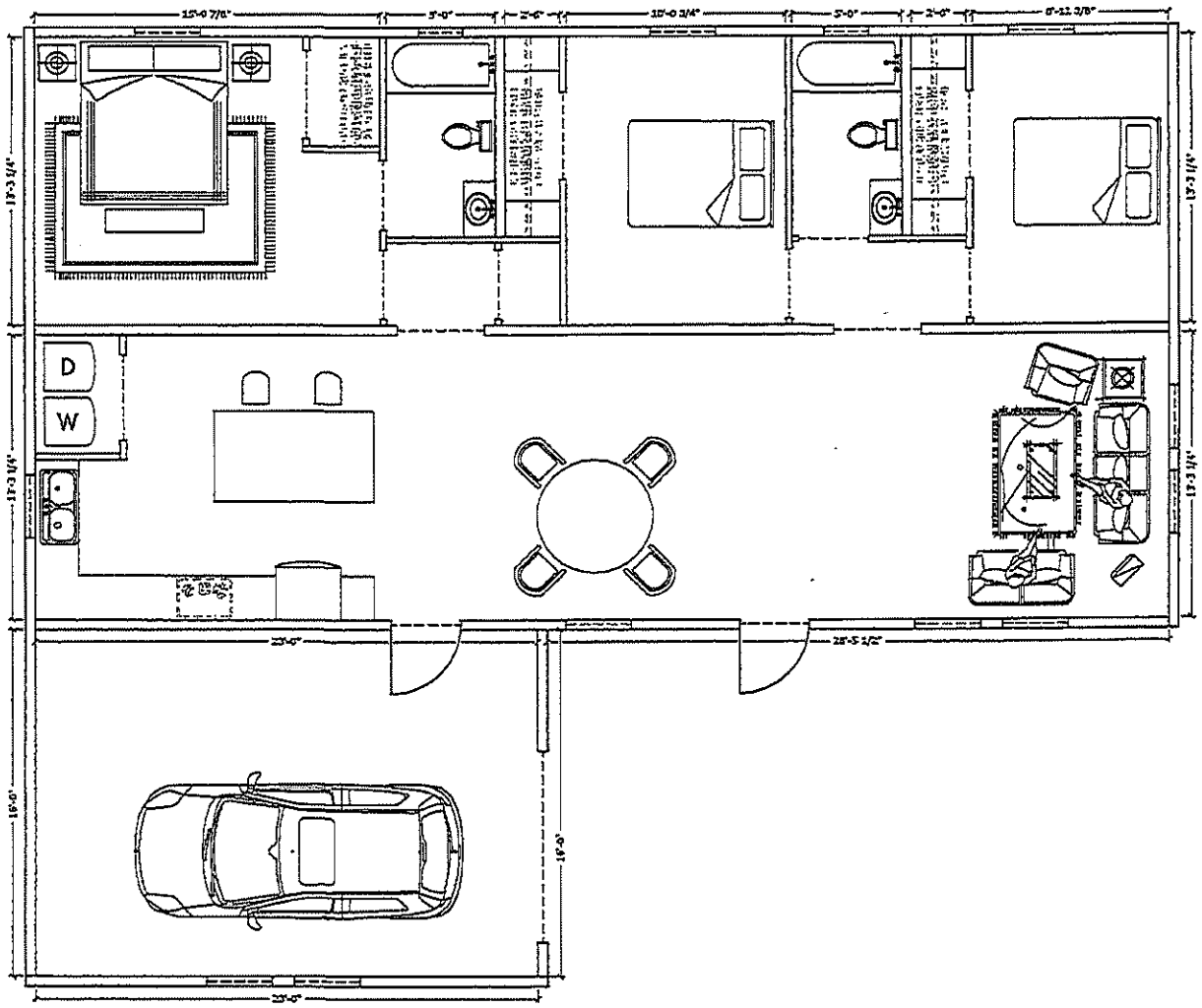
FINISH DATE:	
REVISION:	
SCALE:	NTS
DESIGNED:	
DRAWN:	PJu

THERMASTEEL ADVANCED PANEL SYSTEMS

22-005 JOB NUMBER

SHEET EV-1

All engineering of the structure, including the ThermaSteel Building System specifications, is to be completed and/or approved by the Project Engineer and/or the Engineer of Record.
THERMASTEEL WALLFRAME SYSTEMS - MANUFACTURED BY THERMASTEEL, Inc. - 609 WEST ROCK ROAD RADFORD, VA 24141 - PHONE (540) 633-5000, FAX (540) 633-5002 www.thermasteelinc.com
THE DRAWINGS HEREIN ARE PANEL MANUFACTURING DRAWINGS ONLY. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL DIMENSIONS, SITE CONDITIONS, AND THAT ALL STATE AND LOCAL CODE REQUIREMENTS ARE MET.



The Blaine - Gable (Floor Plan)

FINISH DATE:	
REVISION:	
SCALE:	NTS
DESIGNED:	
DRAWN:	PLN

THERMASTEEL ADVANCED PANEL SYSTEMS

22-005
JOB NUMBER

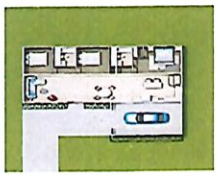
SHEET
FP-1

All engineering of the structure, including the ThermaSteel Building System specifications, is to be completed and/or approved by the Project Engineer and/or the Engineer of Record.

THERMASTEEL WALLFRAME SYSTEMS - MANUFACTURED BY THERMASTEEL Inc. - 609 WEST ROCK ROAD RADFORD, VA 24141 - PHONE (540) 633-5000, FAX (540) 633-5001 www.thermasteelinc.com

THE DRAWINGS HEREIN ARE PANEL MANUFACTURING DRAWINGS ONLY. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL DIMENSIONS, SITE CONDITIONS, AND THAT ALL STATE AND LOCAL CODE REQUIREMENTS ARE MET.

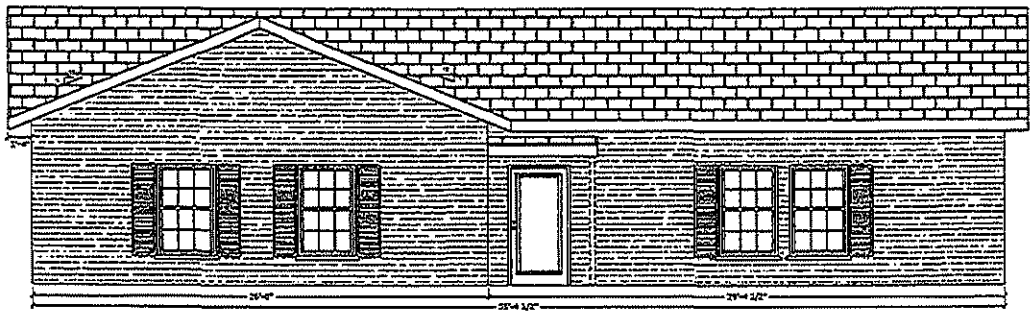
KEY PLAN



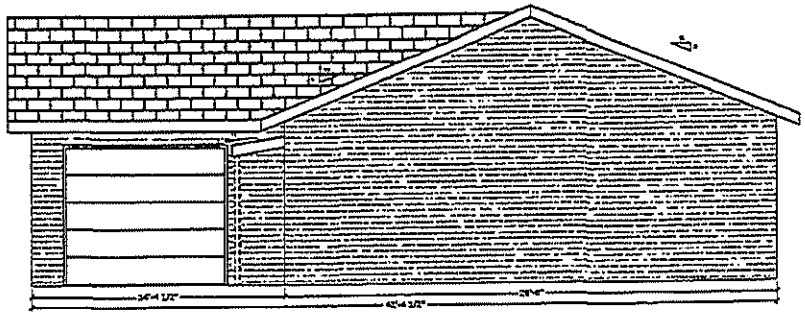
THE BLAINE GABLE

THE BLAINE GABLE

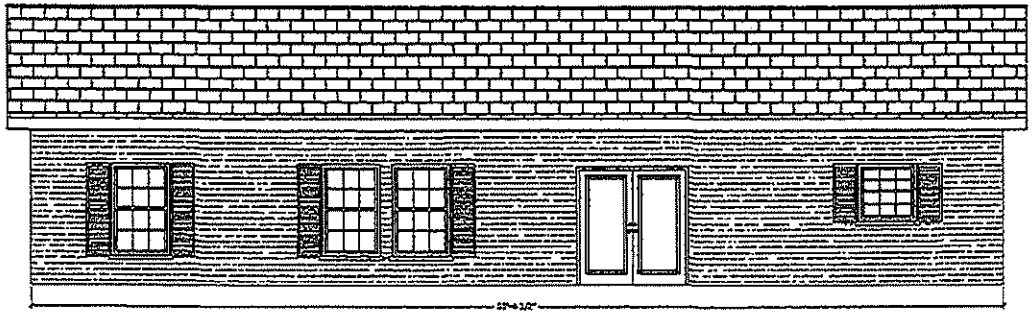
1. 3 BEDROOMS
2. 2 BATHROOMS
3. 1795 SQUARE FEET



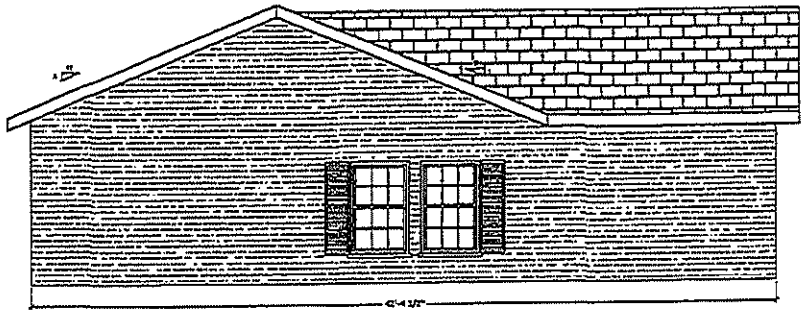
Front Elevation



Right Side Elevation



Rear Elevation



Left Side Elevation

The Christi - Gable (Elevation)

FINISH DATE:	
REVISION:	
SCALE:	NTS
DESIGNED:	
DRAWN:	CBowen

THERMASTEEL ADVANCED PANEL SYSTEMS

Stock Plan

JOB NUMBER

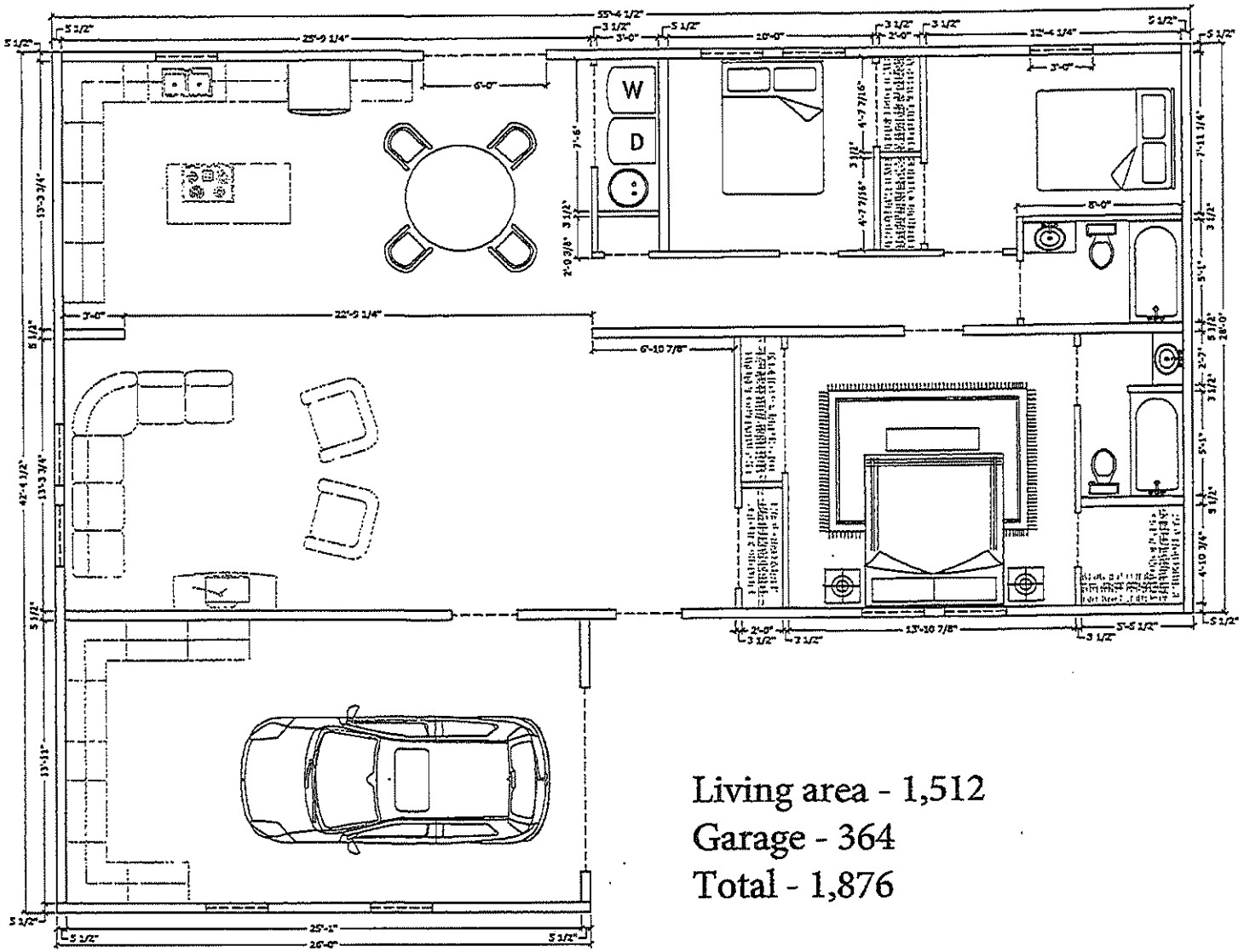
SHEET

EV-1

All engineering of the structure, including the ThermaSteel Building System specifications, is to be completed and/or approved by the Project Engineer and/or the Engineer of Record.

THERMASTEEL WALL/FRAME SYSTEMS - MANUFACTURED BY THERMASTEEL Inc. - 609 WEST ROCK ROAD RADFORD, VA 24141 - PHONE (540) 633-6000, FAX (540) 633-6002 www.thermasteelinc.com

THE DRAWINGS HEREIN ARE PANEL MANUFACTURING DRAWINGS ONLY. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL DIMENSIONS, SITE CONDITIONS, AND THAT ALL STATE AND LOCAL CODE REQUIREMENTS ARE MET.



Living area - 1,512
Garage - 364
Total - 1,876

The Christi - Gable (Floor Plan)

FINISH DATE:	
REVISION:	
SCALE:	NTS
DESIGNED:	
DRAWN:	CBaron

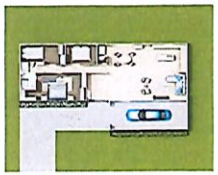
THERMASTEEL ADVANCED PANEL SYSTEMS

Stock 5
JOB NUMBER

SHEET
FP-1

All engineering of the structure, including the ThermaSteel Building System specifications, is to be completed and/or approved by the Project Engineer and/or the Engineer of Record.
THERMASTEEL WALLFRAME SYSTEMS - MANUFACTURED BY THERMASTEEL, Inc. - 602 WEST ROCK ROAD RADFORD, VA 24141 - PHONE (540) 633-5000, FAX (540) 633-5002 www.thermasteelinc.com
THE DRAWINGS HEREIN ARE PANEL MANUFACTURING DRAWINGS ONLY. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR VERIFYING ALL DIMENSIONS, SITE CONDITIONS, AND THAT ALL STATE AND LOCAL CODE REQUIREMENTS ARE MET.

KEY PLAN

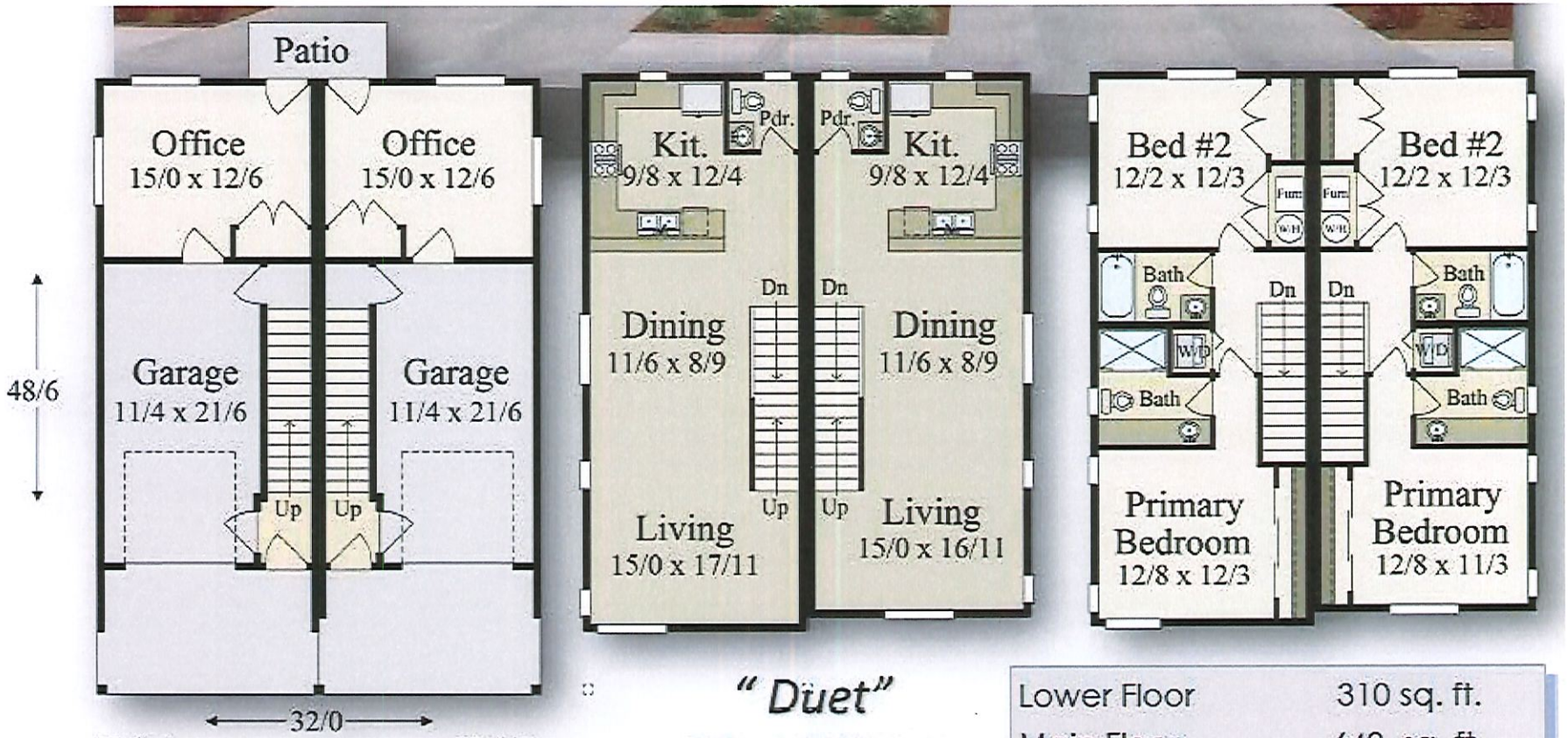


THE CHRISTI GABLE

THE CHRISTI GABLE

1. 3 BEDROOMS
2. 2 BATHROOMS
3. 1876 SQUARE FEET

Exhibit “C” – Phase II Housing Designs

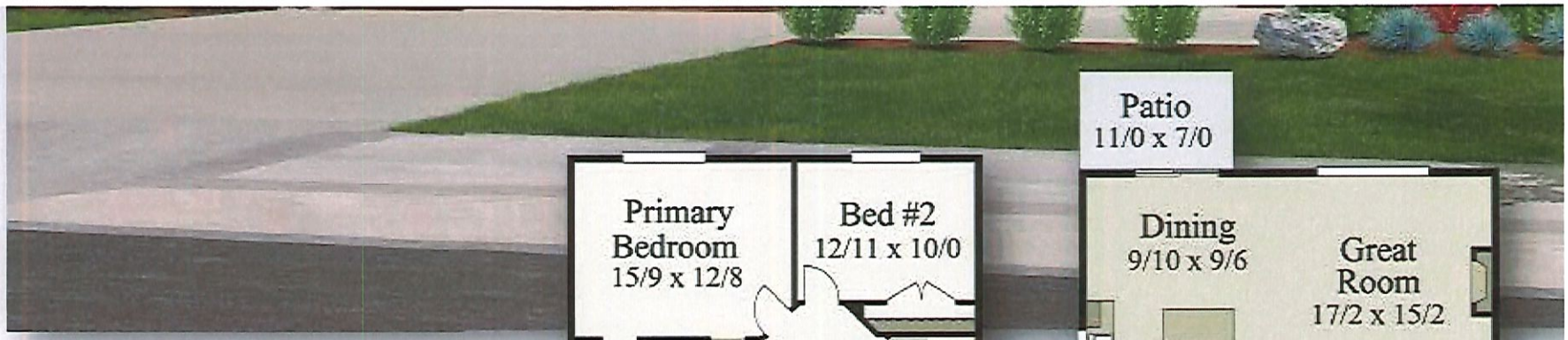


"Duet"

MM-1550-2

Unit A		Unit B	
1st Floor -	310 Sq. Ft.	1st Floor -	310 Sq. Ft.
2nd Floor -	640 Sq. Ft.	2nd Floor -	624 Sq. Ft.
3rd Floor -	600 Sq. Ft.	3rd Floor -	584 Sq. Ft.
Total -	1,550 Sq. Ft.	Total -	1,518 Sq. Ft.

Lower Floor	310 sq. ft.
Main Floor	640 sq. ft.
Upper	600 sq. ft.
Total	**1,550 sq. ft.**

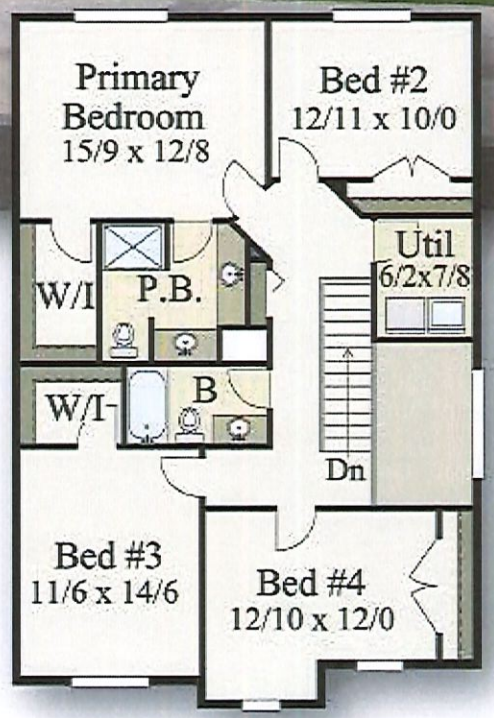


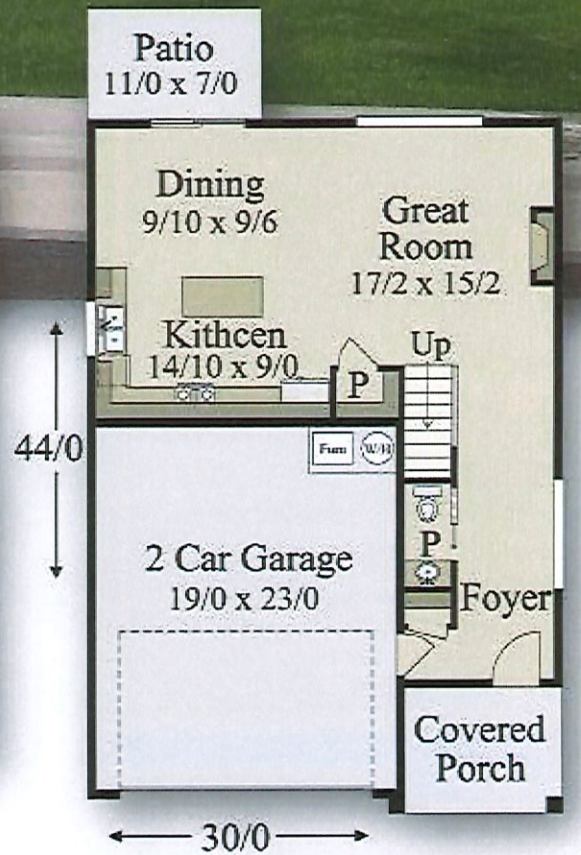
Main Floor	759 sq. ft.
Upper Floor	1,187 sq. ft.
Total	**1,946 sq. ft.**

Brookside Lots 320 of 339

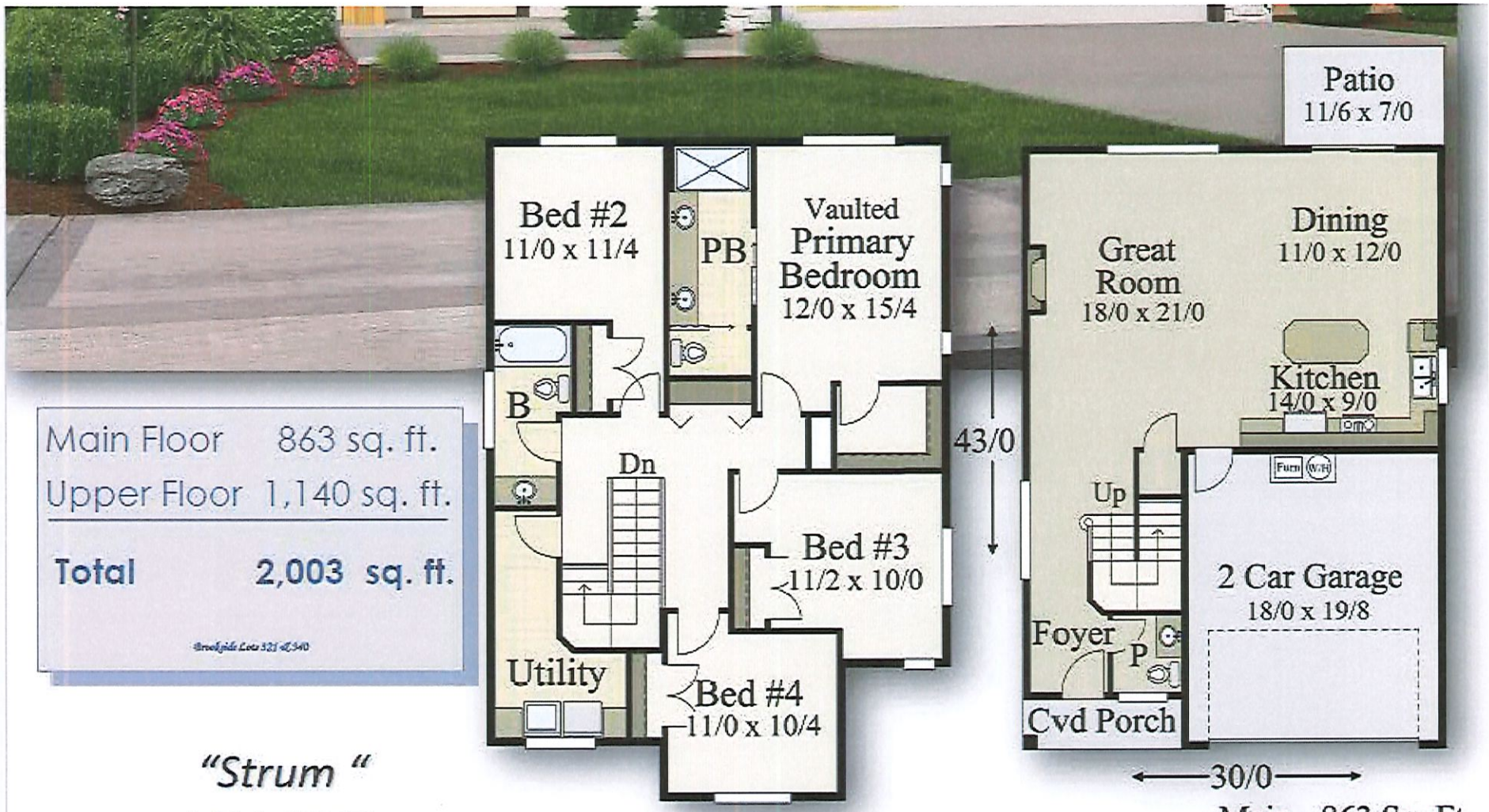
"Prince"

MM-1946





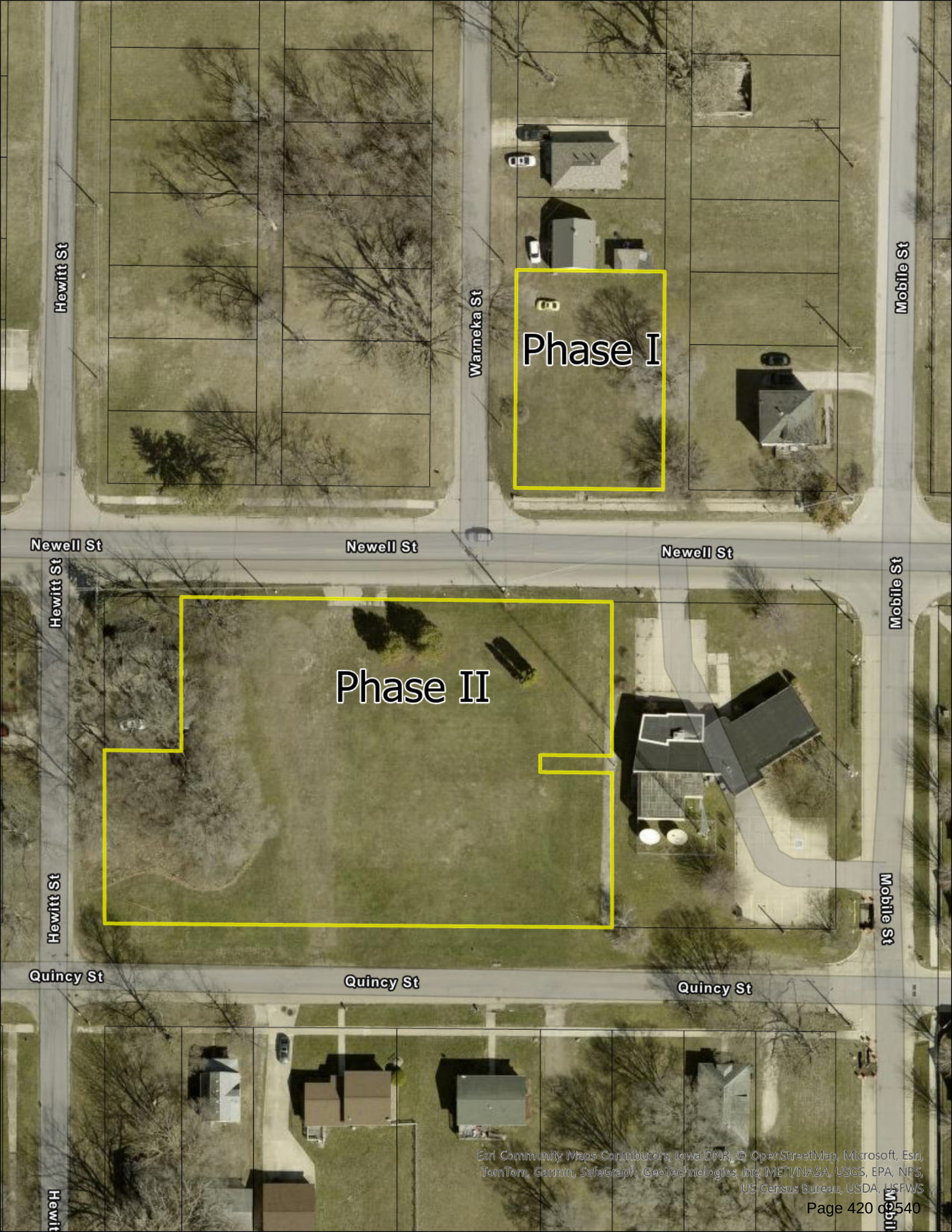
Main - 759 Sq. Ft.
Upper - 1,187 Sq. Ft.
Total - 1,946 Sq. Ft.



"Strum "

MM-2003

Main - 863 Sq. Ft.
Upper - 1,140 Sq. Ft.
Total - 2,003 Sq. Ft.


Hewitt St
Warneka St
Mobile St
Phase I
Newell St
Newell St
Newell St
Hewitt St
Mobile St
Phase II
Hewitt St
Mobile St
Quincy St
Quincy St
Quincy St
Esri Community Maps Contributors, Iowa DNR, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

2024-21040
RECORDED: 09/30/2024 04:03:33 PM
RECORDING FEE: $102.00
REVENUE TAX: $
COMBINED FEE: $102.00
SANDIE L. SMITH, RECORDER
BLACK HAWK COUNTY, IOWA

*City of Waterloo

Preparer: Christopher S. Wendland, P.O. Box 596, Waterloo, Iowa 50704 (319) 234-5701
After recording, return to Community Planning & Development, 715 Mulberry Street, Waterloo, IA 50703

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of ~~August 28,~~ Sept. 16 2024, by and between [Dellatan Asset Acquisition LLC] ("Company"), and the City of Waterloo, Iowa ("City").

RECITALS

A City is the owner of real property identified as parcel nos 8913-13-459-019 (the "Phase 1 Property" and 8913-24-203-003 (the "Phase 2 Property"), as further described on Exhibit "A" attached hereto (collectively, the "Project Property"). Company desires to undertake a project on the Project Property and is willing and able to finance and construct no fewer than 12 single-family dwellings and/or twin homes and related improvements thereon.

B City considers affordable housing 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 Projects (defined below) have been undertaken and are 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 Phase 1 Property to Company for the sum of $5,000 00 (the "Purchase Price"). Conveyance shall be by quit claim 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 serving the Phase 1 Property; and (c) restrictions imposed by the City zoning ordinances and other applicable law. 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 Phase 1 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 Development; Improvements.** The parties contemplate that Company will develop the Project Property in phases, to include the Project elements described below and subject to development of more detailed plans for each phase at one or more future dates Company acknowledges that it has had a reasonable opportunity to inspect the Project Property and to conduct other due diligence related to the Project. Company agrees to accept the Project Property in its "AS IS" condition, without any warranty from City, expressed or implied, as to the condition of the Project Property, its marketability, or its fitness for any particular purpose Corresponding as necessary or appropriate with each phase of development, at its own cost Company shall:

(a) take all measures necessary to prepare the Project Property for development,
(b) at its option, re-plat either or both phases of the Project Property to suit its needs for construction of the Improvements;
(c) construct to a finished state no fewer than two (2) single-family dwellings in Phase 1 and ten (10) single-family dwellings in Phase 2, including construction of garages and installation of driveways and sidewalks for each lot, provided that in Phase 2 Company shall have the option to construct twin homes pursuant to plans approved by City in advance of construction; and
(d) 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 in each the foregoing clauses are referred to collectively as the "Improvements") The Improvements shall be constructed to achieve an assessed value of no less than $130,000.00 for each dwelling, shall be constructed in accordance with the terms of this Agreement and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. 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 Project Property, the Improvements, and all site preparation and development-related work to be undertaken and completed by Company under this Agreement are collectively referred to as the "Project."

Improvements completed within the schedule established by Section 5 below will be eligible for the benefits provided for in this Agreement, and any phase of the Improvements not completed within the prescribed period will not be eligible for said benefits.

3 **Phase 2 Property.** Company shall have the option to acquire the Phase 2 Property on the terms set forth in this Section To exercise the option to purchase the Phase 2 Property, and provided that Company has Substantially Completed the Phase 1 Improvements, Company shall deliver written notice of exercise to City within six (6) months after it receives the final certificate of occupancy with respect to dwellings in Phase 1, or said option shall lapse. Company shall, within 60 days after delivery of the notice of option exercise, purchase the Phase 2 Property from City for the sum of $5,000.00 on terms substantially the same as those set forth in Section 1

4. **Construction Plans.** Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the "Plans") submitted to the City, which Plans shall be subject to approval as provided in this Section Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of the Improvements as detailed and outlined in the Plans. Home designs are attached hereto as Exhibit "B."

City shall approve the Plans in writing if (a) the Plans conform to the terms and conditions of this Agreement, (b) the Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements, (c) the Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (d) no Event of Default under the terms of this Agreement has occurred, provided, however, that any such approval of the 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 are not as detailed or complete as the plans otherwise required for the issuance of a building permit Approval of Plans hereunder shall not constitute approval for any other City purpose nor subject the City to any liability for the Improvements as constructed

The 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 in whole or in part, Company shall submit new or corrected 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 fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Plans shall continue to apply until the Plans have been approved by the City; provided, however, that in any event Company shall submit Plans which are approved by City prior to commencement of construction of the Improvements Approval of the 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 by City be deemed to constitute a waiver of any Event of Default.

5. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company'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 have done so.

A. Subject to Unavoidable Delays (defined below), Company must obtain a building permit and begin construction of the Improvements for a given phase within four (4) months after conveyance of the Phase 1 Property or the Phase 2 Property, as applicable, to Company (the "Phase Start Date") Company shall construct new homes and related improvements in Phase 1 (and Phase 2 if Company exercises its option to purchase the Phase 2 Property) on a schedule so that no less than one (1) dwelling is Substantially Completed every fourteen (14) months. For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and the City has verified that any Project element of such phase for which no permit was necessary has been completed to the City's reasonable satisfaction

B. If Company has not begun construction of the Improvements before the applicable Phase Start Date, City may terminate this Agreement as set forth in Section 16, title to uncompleted areas of the Project Property shall revert to City, and City shall have no further obligation hereunder with respect to such Project including but not limited to any legal or equitable obligation to reimburse Company for any costs expended by Company with respect to the Project, or to compensate Company for any value added to the Project Property by any Improvements, or to refund the Purchase Price in whole or in part If construction has commenced within the required period or any extended period and is stopped and/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 of the foregoing is an "Unavoidable Delay"), then time lost as a result of Unavoidable Delays shall be added to extend the applicable phase completion date by a number of days equal to the number of days lost as a result of Unavoidable Delays. If construction is not completed within the allowed period of extension, 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 any phase of the Improvements. Any additional or longer time extensions will require consent of the City Council. 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.

C City may terminate this Agreement as set forth in Section 16, in which case title to the Project Property shall revert to City, and City shall have no further obligation hereunder with respect to such Project, nor any duty to compensate Company for any work or materials provided before the termination date or for the added value of any Improvements completed or partially completed. Termination of this Agreement by City, and any related reverter of title obligations, shall not apply with respect to any area on which Improvements have been Substantially Completed or substantial progress toward completion is being made in City's reasonable judgment (the Project Property other than such excepted area(s) being the "Undeveloped Property") In the event of any termination, City shall have no further obligations under this Agreement with respect to the Undeveloped Property

D If Company determines at any time that the Project, in whole or in part, is not economically feasible, then after giving thirty (30) days' advance written notice to City, Company may convey the Undeveloped Property to City by special warranty deed, free and clear of any lien, claim, or encumbrance arising by or through Company, and thereupon neither party shall have any further obligation under this Agreement with respect to the Undeveloped Property, except as expressly provided In connection with any conveyance to City, Company shall pay in full, so as to discharge or satisfy, all liens, claims, charges, and encumbrances on or against the Undeveloped Property or any part thereof.

6 **Reverter of Title; Indemnity.** In the event of any reverter of title, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the reverted Project Property that is free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company Company shall pay in full, so as to discharge or satisfy, all Liens on or against the reverted Project Property In connection with any reverter of title, Company shall not be entitled to a refund of the Purchase Price. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days after written demand by City, then on Company's behalf and as its attorney-in-fact City shall be authorized, but not required, to execute the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, cost, expense, liability or injury made, suffered, or incurred as a result of or in connection with the Project, or Company's failure to carry on or complete same, or any Lien or Liens on or against the reverted Project Property of any type or nature whatsoever that attaches to the reverted Project 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.

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

8 **Incentives.** The incentives described in the following subsections of this Section 8 are in addition to the other Project incentives extended by City to Company hereunder.

A. Infill Grant As provided in the City's infill housing policy, City will pay a grant of $5,000 00 to Company for timely completion of each dwelling unit of the Improvements. Each such grant will be payable within sixty (60) days after City has verified that a given dwelling has been Substantially Completed

B. Refund of Purchase Price. With respect to each phase, City will refund the Purchase Price to Company within ninety (90) days after all of the Improvements for that phase have been Substantially Completed.

C Partial Tax Exemption. Because the Property is located in a designated City Limits Urban Revitalization Area (CLURA), the Property is eligible for tax exemption consistent with and to the extent provided for in Iowa law and City ordinance, provided that Company or its successor in title meets all requirements to qualify for such exemption.

9 **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any Liens on the Project Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements *and* of which Company notifies City *before* Company executes any such mortgage Company may not mortgage the Project Property or any part thereof for any purpose except in connection with financing of the Improvements. *Any other mortgage shall be void.*

10 **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Project 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.

11 **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows·

A Until the Improvements have been 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

B. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses

C Company will cooperate fully with 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 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.

12 **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

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

A It is duly organized, validly existing, and in good standing under the laws of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

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

C. This Agreement has been duly and validly authorized, executed and delivered by Company and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its

terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

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

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

14 **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 Project Property or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Project 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 construction, installation, ownership, and operation of the Improvements, or (3) otherwise as a result of or in connection with the Project or Company'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.

15 **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 on the Project Property to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B Transfer by Company of any interest (either directly or indirectly) in the Improvements, the Project Property, or this Agreement, without the prior written consent of City, except as otherwise expressly provided in 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 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 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 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 part of the Project 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.

16 **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, City may terminate this Agreement, in whole or in part 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 Project Property and/or recovery of any sums paid by City to Company before the date of termination.

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

17 **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

18 **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.

19 **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

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

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

(b) if to Company, at 1542 Flammang Dr, Waterloo Iowa, 50702, Attention Managing Member

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

21 **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

22. **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

23 **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.

24 **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

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

26. **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.

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

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

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

CITY OF WATERLOO, IOWA

By _____
Quentin M Hart, Mayor

Attest _____
Kelley Felchle, City Clerk

[Dellatan Asset Acquisition LLC]

By _____
O'Dell L Sallis
Managing Member

EXHIBIT "A"

Project Property Description

Phase 1 Property
Lots Nos. 10, 11 and 12 in Block No. 1 in Warneka's Addition to the City of Waterloo, Iowa

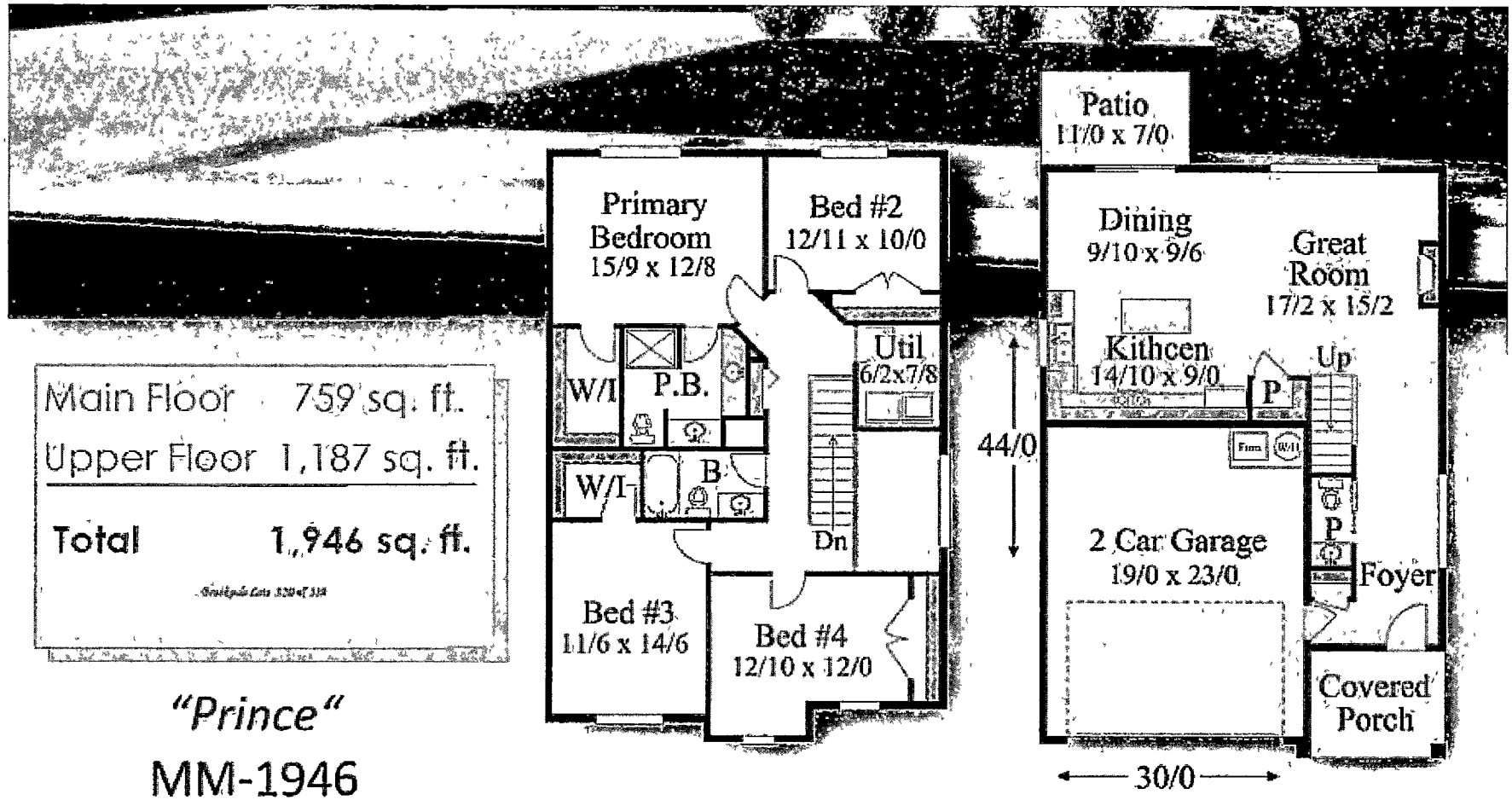
Phase 2 Property
Lots 2 through 7, inclusive, and Lots 14 through 20, inclusive, and all of the vacated alley in Block 2 lying between Lots 1 through 6 and Lots 15 through 20, all in Block No. 2 in "Rose Hill Re-Plat," Waterloo, Iowa.

EXHIBIT "B"

Home Designs

See attached

MODEL: "PRINCE"



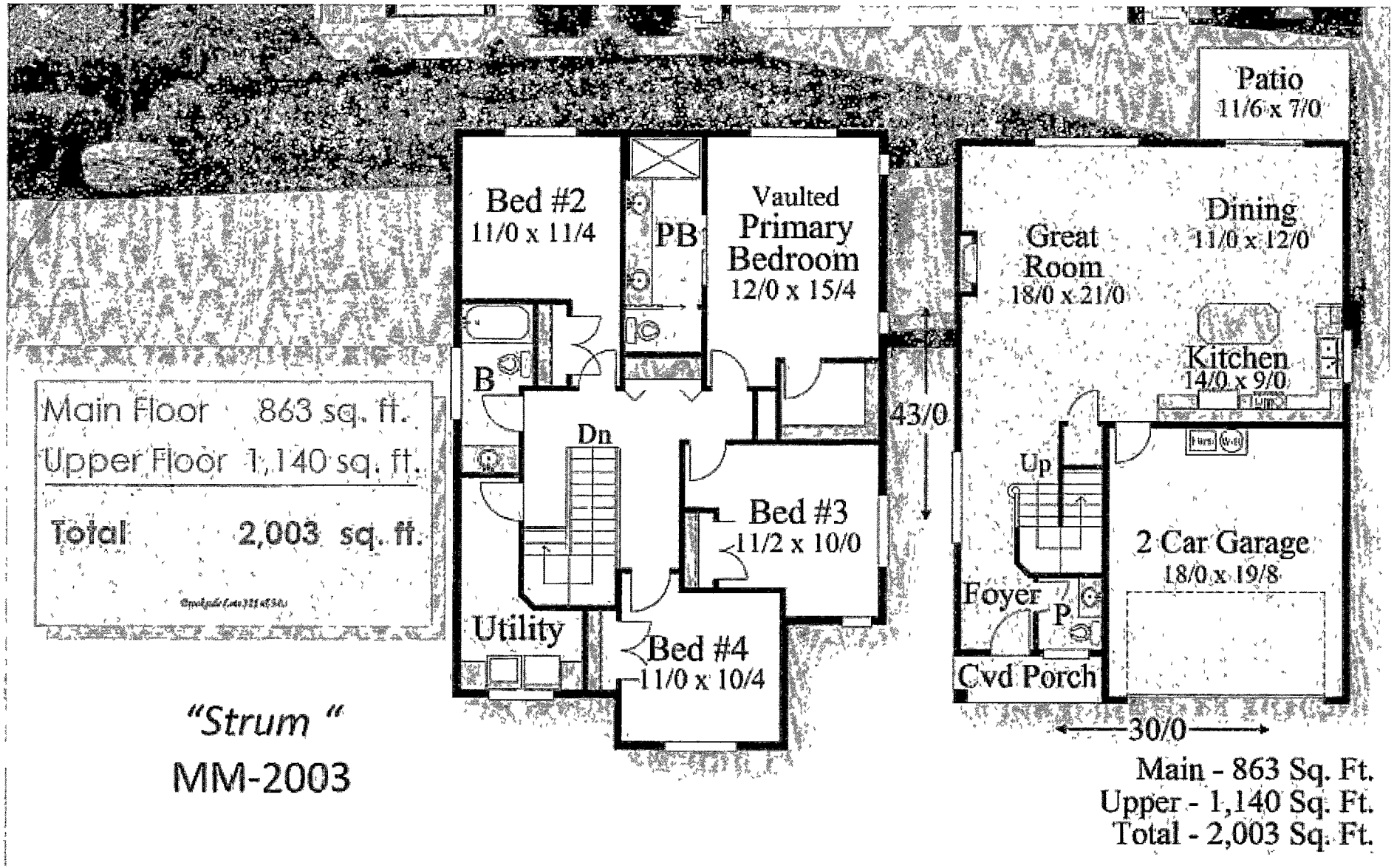
Main Floor	759 sq. ft.
Upper Floor	1,187 sq. ft.
Total	**1,946 sq. ft.**

"Prince"

MM-1946

Main - 759 Sq. Ft.
Upper - 1,187 Sq. Ft.
Total - 1,946 Sq. Ft.

MODEL: "STRUM"

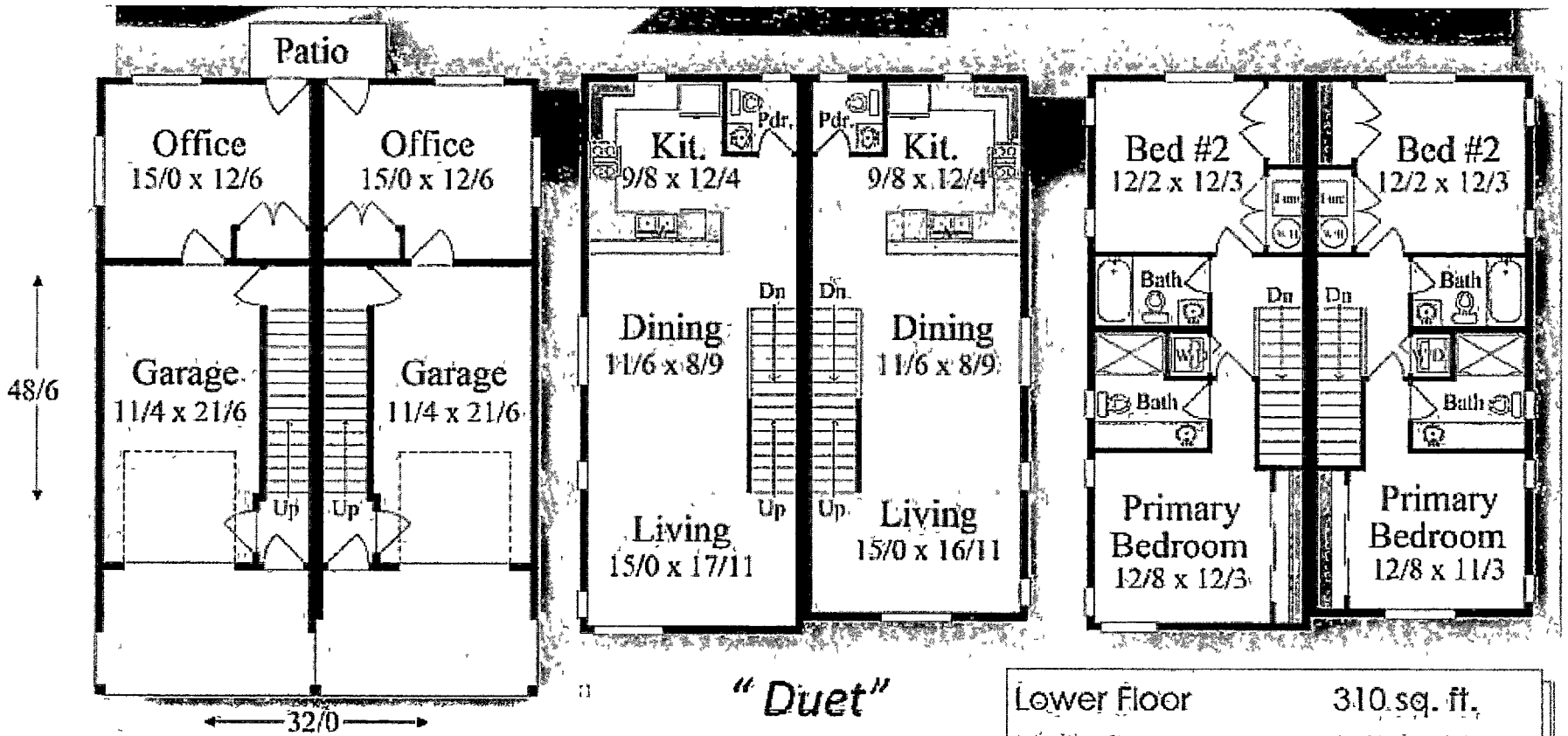


"Strum "

MM-2003

Main - 863 Sq. Ft.
Upper - 1,140 Sq. Ft.
Total - 2,003 Sq. Ft.

MODEL: "DUET"



"Duet"

MM-1550-2

Unit A		Unit B	
1st Floor -	310 Sq. Ft.	1st Floor -	310 Sq. Ft.
2nd Floor -	640 Sq. Ft.	2nd Floor -	624 Sq. Ft.
3rd Floor -	600 Sq. Ft.	3rd Floor -	584 Sq. Ft.
Total -	1,550 Sq. Ft.	Total -	1,518 Sq. Ft.

Lower Floor	310 sq. ft.
Main Floor	640 sq. ft.
Upper	600 sq. ft.
Total	**1,550 sq. ft.**

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving a Permanent Utility Easement Agreement in the amount of $121.00, with PETCOR NA Corp., located east of 3244 Wagner Road, in conjunction with the Waterloo Air and Rail Park Utility Improvements Project, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving a permanent utility easement agreement in the amount of $121.00, with PETCOR NA Corp., located east of 3244 Wagner Road, in conjunction with the Waterloo Air and Rail Park utility improvements, and authorizing the Mayor and City Clerk to execute said document. The purpose of this easement is to make utility improvements to help serve the Waterloo Air and Rail Park to the west of the airport.

NEIGHBORHOOD IMPACT

Obtaining the easement and making utility improvements and extensions will help to continue the healthy growth that this area is seeing for new light industrial development.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Obtaining the easement and making utility improvements and extensions will help to continue the healthy growth that this area is seeing for new light industrial development

ALTERNATIVE ACTION

LEGAL DESCRIPTION

An easement for the installation, maintenance, repair, and replacement of water, sanitary sewer, storm sewer, gas, electric, communication, and any other utilities over, under, across that part of Parcel "G" of the Southwest Quarter (SW 1/4) of Section 3, Township 89 North, Range 13 West of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, and more particularly described as follows:

Beginning at the Northwest corner of Parcel "G", said corner being the intersection of the North line of the Southwest Quarter of the Southwest Quarter of Section 3 and the East line of the West 400 feet of the Southwest Quarter of Section 3; thence South 00°16'36" West along the West line of Parcel "G" (also known as the East line of the West 400 feet of the Southwest Quarter), 60.17 feet to the North line of the 20-foot utility easement recorded in Miscellaneous Book 168 at Page 39 in the Black Hawk County Recorder's Office; thence North 88°42'40" East along the North line of said Easement, 20.17 feet to the East line of said Easement, said East line being the East line of the West 420 feet of the Southwest Quarter of Section 3; thence South 00°12'04" East along the East line of said Easement, 59.89 feet to the South line of the North 120 feet of the Southwest Quarter of the Southwest Quarter of Section 3; thence North 88°45'22" East along said South line 10.00 feet to the East line of the West 430 feet of Southwest Quarter of Section 3; thence North 00°12'04" East along said East line 120.04 feet to the North line of the Southwest Quarter of the Southwest Quarter of Section 3; thence South 88°45'22" West along said North line 30.09 feet to the Point of Beginning containing 2,411 square feet.

ATTACHMENTS

1. Permanent Easement Agreement

Prepared by Tim Andera, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703 Phone (319) 291-4366

PERMANENT UTILITY EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement") is entered into as of _____, 2026 by and between the City of Waterloo, Iowa ("Grantee") and PETCOR NA CORP ("Grantor").

1. **Grant of Easement.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, and Grantee does hereby accept, for the purposes stated herein, a permanent easement (the "**Easement**") in, to, upon, over, across, and beneath the real estate (the "**Premises**") legally described as set forth on Exhibit "A" attached hereto and by this reference made a part hereof, as depicted on the easement plat and the parcel impact diagram attached hereto as Exhibit "B".

2. **Purpose.** The Premises is intended for the W.A.R.P. Subdivision Water Main Improvements Project. See Exhibit "B" for the Easement details.

3. **Grantor Duties.** Grantor shall allow Grantee access to the Premises, "as is, where is", without any representation or warranty as to the condition of the Premises. Grantor shall have no duty to prepare the Premises in any way for Grantee's use.

4. **Grantee Duties.** Following completion of Grantee's work in the Premises, Grantee shall restore the Premises to its condition prior to the commencement of construction work, or as shown in the construction plans. Except as may be caused by the negligent acts or omissions of Grantor, its employees, agents or contractors, Grantor shall not be liable for any injury or damage to any person or property resulting from Grantee's exercise of the rights herein granted. To the extent permitted by applicable law, Grantee agrees to indemnify and hold Grantor, its employees, agents and contractors, harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent acts or omissions or willful misconduct of Grantee or its employees, agents or contractors.

5. **Maintenance.** Pursuant to City of Waterloo ordinances, Grantor shall be solely responsible for maintaining the Easement.

6. **Authority.** The persons executing this Agreement represent and warrant that they are duly authorized to execute and deliver this Agreement and to bind to the provisions hereof the party on whose behalf they are signing.

7. **Miscellaneous Provisions.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior understandings or agreements relating to the subject matter hereof, whether oral or written, and this Agreement may not be modified except by the mutual written agreement of both parties. This Agreement may be executed in counterparts. References in the singular number include the plural, and vice versa.

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

PETCOR NA CORP

By: _____

Title: Asst. Treas

TERESA VANSICKLE
Commission Number 778806
My Commission Expires
June 7, 2028

STATE OF Iowa)
)ss.
Grundy COUNTY)

Acknowledged before me on Jan. 22nd, 2026, by Teresa VanSickle

as Secretary of PETCOR NA CORP

Teresa VanSickle

Notary Public

CITY OF WATERLOO, IOWA

By: _____ Attest: _____
David Boesen, Mayor Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2026, by David Boesen and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

EXHIBIT “A”

Legal Description

An easement for the installation, maintenance, repair, and replacement of water, sanitary sewer, storm sewer, gas, electric, communication, and any other utilities over, under, across that part of Parcel "G" of the Southwest Quarter (SW 1/4) of Section 3, Township 89 North, Range 13 West of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, and more particularly described as follows:

Beginning at the Northwest corner of Parcel "G", said corner being the intersection of the North line of the Southwest Quarter of the Southwest Quarter of Section 3 and the East line of the West 400 feet of the Southwest Quarter of Section 3;

thence South 00°16'36" West along the West line of Parcel "G" (also known as the East line of the West 400 feet of the Southwest Quarter), 60.17 feet to the North line of the 20-foot utility easement recorded in Miscellaneous Book 168 at Page 39 in the Black Hawk County Recorder's Office;

thence North 88°42'40" East along the North line of said Easement, 20.17 feet to the East line of said Easement, said East line being the East line of the West 420 feet of the Southwest Quarter of Section 3;

thence South 00°12'04" East along the East line of said Easement, 59.89 feet to the South line of the North 120 feet of the Southwest Quarter of the Southwest Quarter of Section 3;

thence North 88°45'22" East along said South line 10.00 feet to the East line of the West 430 feet of Southwest Quarter of Section 3;

thence North 00°12'04" East along said East line 120.04 feet to the North line of the Southwest Quarter of the Southwest Quarter of Section 3;

thence South 88°45'22" West along said North line 30.09 feet to the Point of Beginning containing 2,411 square feet.

Index Legend	
Location Description:	Parcel "G" SW 1/4 Sec. 3, T89N, R13 W Waterloo, Iowa
Requestor:	City of Waterloo
Proprietor:	Petcor NA Corporation
Surveyor:	William W. Castle
Surveyor Company:	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
Return To:	715 Mulberry St, Waterloo, IA 50703 291-4312

EXHIBIT "B"

Plat of Utility Easement

Parcel "G" SW 1/4, Sec. 03, T89N, R13W of the 5th PM

City of Waterloo, Black Hawk County, Iowa

Utility Easement Description:

An easement for the installation, maintenance, repair, and replacement of water, sanitary sewer, storm sewer, gas, electric, communication, and any other utilities over, under, across that part of Parcel "G" of the Southwest Quarter (SW 1/4) of Section 3, Township 89 North, Range 13 West of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, and more particularly described as follows:

Beginning at the Northwest corner of Parcel "G", said corner being the intersection of the North line of the Southwest Quarter of the Southwest Quarter of Section 3 and the East line of the West 400 feet of the Southwest Quarter of Section 3;

thence South 00°16'36" West along the West line of Parcel "G" (also known as the East line of the West 400 feet of the Southwest Quarter), 60.17 feet to the North line of the 20-foot utility easement recorded in Miscellaneous Book 168 at Page 39 in the Black Hawk County Recorder's Office;

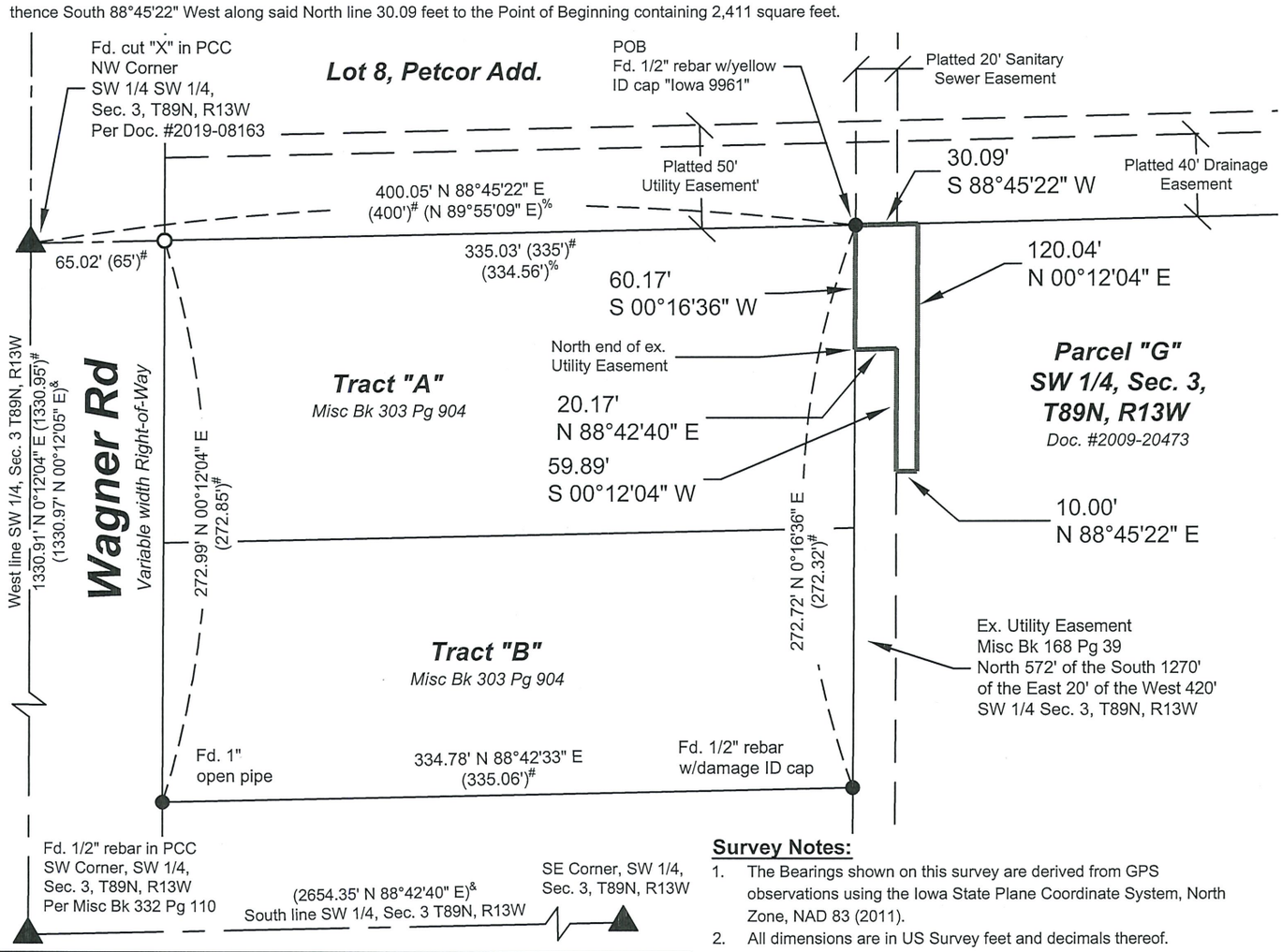
thence North 88°42'40" East along the North line of said Easement, 20.17 feet to the East line of said Easement, said East line being the East line of the West 420 feet of the Southwest Quarter of Section 3;

thence South 00°12'04" East along the East line of said Easement, 59.89 feet to the South line of the North 120 feet of the Southwest Quarter of the Southwest Quarter of Section 3;

thence North 88°45'22" East along said South line 10.00 feet to the East line of the West 430 feet of Southwest Quarter of Section 3;

thence North 00°12'04" East along said East line 120.04 feet to the North line of the Southwest Quarter of the Southwest Quarter of Section 3;

thence South 88°45'22" West along said North line 30.09 feet to the Point of Beginning containing 2,411 square feet.



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. Permanent Easement area: 2,411 square feet.

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
- # Survey Misc Bk 303 Pg 904
- % Survey Doc. #2009-20473
- & Survey Doc. #2019-11406

0 40 80

Scale: 1 inch = 80 feet

N

LICENSED PROFESSIONAL LAND SURVEYOR
WILLIAM W. CASTLE 19715
IOWA

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 Castle 12/10/2025

William W. Castle, PLS **Date**

License Number 19715

My License Renewal Date is December 31, 2025.

Pages or sheets covered by this seal : 1/1

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

Drawn By: WWC Scale: 1" = 80'
Field Work Date:
Date Drawn: 12-10-2025

Sheet No. 1 of 1

EXHIBIT "B" CONTINUED

SCALE: 1" = 50' HOR

3328 WAGNER RD

PROPOSED WATER MAIN

PROPOSED UTILITY EASEMENT

TYPE 2 SEEDING, FERTILIZING, AND MULCHING

WAGNER RD

MATTHIAS PROPERTIES, LLC

PETCOR NA CORP

3244 WAGNER RD

EXISTING WATER MAIN

W

L:\CONT 1138 - FY 2026 EDA Warp Storm Sanitary And Water\Easements\EDA PIDs.dwg 12/12/2025 1:38 PM

PETCOR NA CORP
891303351019

PARCEL IMPACT DIAGRAM
CONTRACT #1138

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

DATE: 12/11/2025

SHEET
EX-01

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving a Permanent Sanitary Easement Agreement in the amount of $15,990.00, with WTT Properties, LC, located at 3105 Airport Boulevard, in conjunction with the Waterloo Air and Rail Park Utility Improvements Project, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving a permanent sanitary easement agreement in the amount of $11,990.00, and additional compensation in the amount of $4,000.00 for the removal of four mature trees for a total compensation amount of $15,990.00, with WTT Properties, LC, located at 3105 Airport Boulevard, in conjunction with the Waterloo Air and Rail Park utility improvements, and authorizing the Mayor and City Clerk to execute said document. Dedication of this new easement is strictly for sanitary sewer usage only.

NEIGHBORHOOD IMPACT

Obtaining the easement and making utility improvements and extensions will help to continue the healthy growth that this area is seeing for new light industrial development

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

East Waterloo Unified TIF.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

An easement for the installation and maintenance of sanitary sewer over, under, across, and upon the South 64 feet of Lot 5, Mid Port America Park Plat No. 1, City of Waterloo, Black Hawk County, State of Iowa.

ATTACHMENTS

1. Permanent Easement Agreement

Prepared by Tim Andera, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703 Phone (319) 291-4366

PERMANENT SANITARY SEWER EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement") is entered into as of _____, 2026 by and between the City of Waterloo, Iowa ("Grantee") and WTT PROPERTIES, LC ("Grantor").

1. **Grant of Easement.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, and Grantee does hereby accept, for the purposes stated herein, a permanent easement (the "**Easement**") in, to, upon, over, across, and beneath the real estate (the "**Premises**") legally described as set forth on Exhibit "A" attached hereto and by this reference made a part hereof, as depicted on the easement plat and parcel impact diagram attached hereto as Exhibit "B".

2. **Purpose.** The Premises is intended for the WARP Storm and Sanitary Sewer Extension Project. See Exhibit "B" for the Easement details.

3. **Grantor Duties.** Grantor shall allow Grantee access to the Premises, "as is, where is", without any representation or warranty as to the condition of the Premises. Grantor shall have no duty to prepare the Premises in any way for Grantee's use.

4. **Grantee Duties.** Following completion of Grantee's work in the Premises, Grantee shall restore the Premises to its condition prior to the commencement of construction work, or as shown in the construction plans. Except as may be caused by the negligent acts or omissions of Grantor, its employees, agents or contractors, Grantor shall not be liable for any injury or damage to any person or property resulting from Grantee's exercise of the rights herein granted. To the extent permitted by applicable law, Grantee agrees to indemnify and hold Grantor, its employees, agents and contractors, harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent acts or omissions or willful misconduct of Grantee or its employees, agents or contractors.

5. **Maintenance.** Pursuant to City of Waterloo ordinances, Grantor shall be solely responsible for maintaining the Easement.

6. **Authority.** The persons executing this Agreement represent and warrant that they are duly authorized to execute and deliver this Agreement and to bind to the provisions hereof the party on whose behalf they are signing.

7. **Miscellaneous Provisions.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior understandings or agreements relating to the subject matter hereof, whether oral or written, and this Agreement may not be modified except by the mutual written agreement of both parties. This Agreement may be executed in counterparts. References in the singular number include the plural, and vice versa.

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

WTT PROPERTIES, LC

By: _____

Title: President

STATE OF Iowa)
) ss.
Black Hawk COUNTY)

Acknowledged before me on January 30, 2026, by Pete Downs

as President of WTT PROPERTIES, LC.

Sandra K. Emerson
Notary Public

SANDRA K. EMERSON
Commission Number 868094
My Commission Expires
October 7, 2028

CITY OF WATERLOO, IOWA

By:_____ Attest: _____
David Boesen, Mayor Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2026, by David Boesen and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

EXHIBIT “A”

Legal Description

An easement for the installation and maintenance of sanitary sewer over, under, across, and upon the South 64 feet of Lot 5, Mid Port America Park Plat No. 1, City of Waterloo, Black Hawk County, State of Iowa.

Index Legend	
Location Description:	Lot 5 Mid Port America Park Plat No.1 Waterloo, Iowa
Requestor:	City of Waterloo
Proprietor:	WTT Properties LC
Surveyor:	William W. Castle
Surveyor Company:	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
Return To:	715 Mulberry St, Waterloo, IA 50703 291-4312

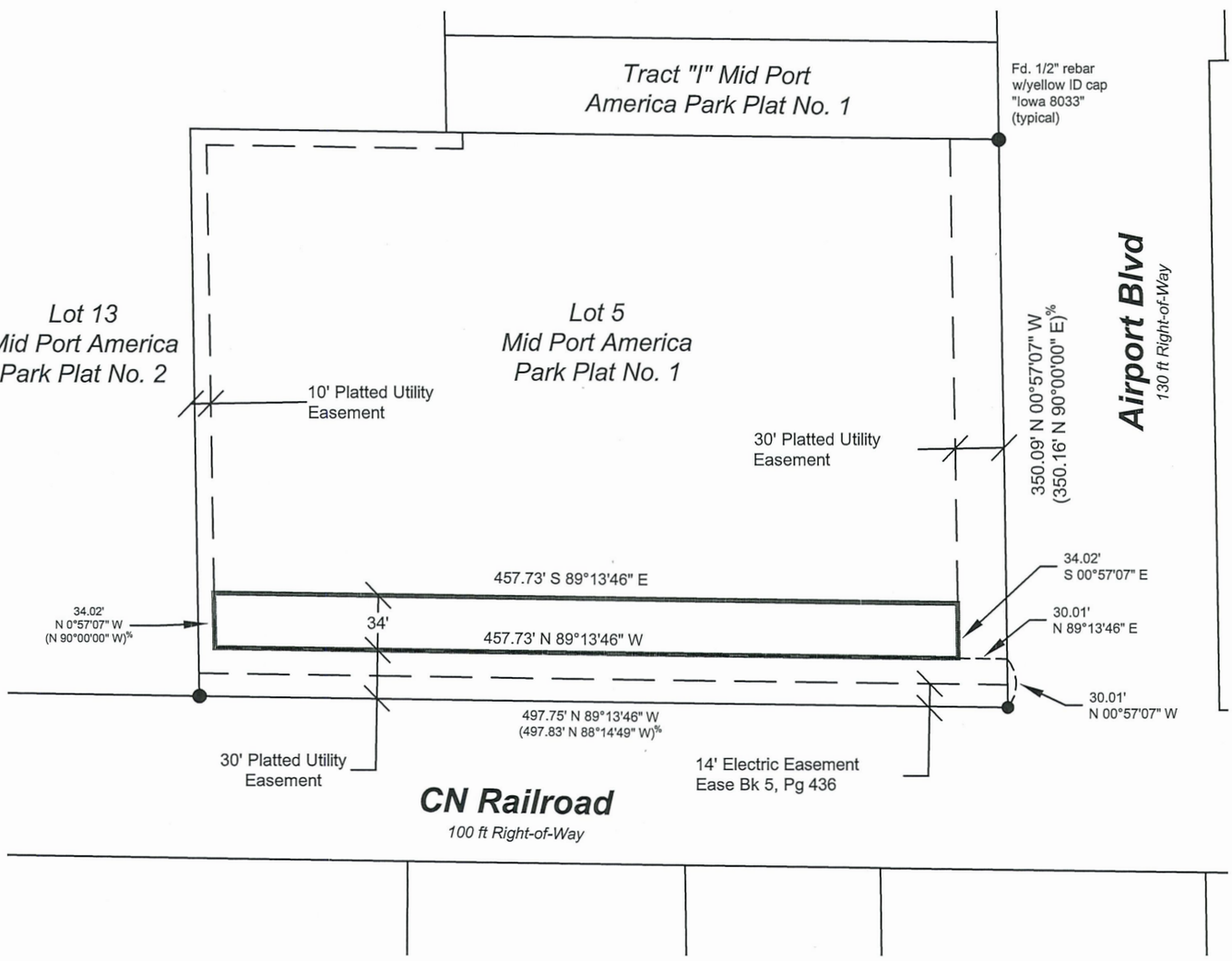
EXHIBIT "B"

Plat of Sanitary Sewer Easement

Lot 5, Mid Port America Park Plat No. 1
City of Waterloo, Black Hawk County, Iowa

Sanitary Sewer Easement Description:

An easement for the installation and maintenance of sanitary sewer over, under, across, and upon the North 34 feet of the South 64 feet of Lot 5, Mid Port America Park Plat No. 1, City of Waterloo, Black Hawk County, State of Iowa, excepting the East 30 feet and West 10 feet thereof.



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: 15,563 square feet (0.36 acres)

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
- % Mid Port America Plat No.1

0 40 80
Scale: 1 inch = 80 feet

N

LICENSED PROFESSIONAL LAND SURVEYOR
WILLIAM W. CASTLE 19715
IOWA

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.

12/19/2025

William W. Castle, PLS **Date**
License Number 19715
My License Renewal Date is December 31, 2025.
Pages or sheets covered by this seal : 1/1

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

Drawn By: WWC Scale: 1" = 80'
Field Work Date:
Date Drawn: 12-19-2025

Sheet No. 1 of 1

EXHIBIT "B" CONTINUED

SCALE: 1" = 50' HOR

CITY OF WATERLOO

3105 AIRPORT BLVD

AIRPORT BLVD

CONCRETE TO REMAIN

TYPE 1 SEEDING, FERTILIZING, AND MULCHING

5 TREES REMOVED

PROPOSED SANITARY SEWER EASEMENT

NEW RAIL SPUR

W

SAN

F

WTT PROPERTIES LC
3105 AIRPORT BLVD

PARCEL IMPACT DIAGRAM
CONTRACT #1138

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

DATE: 12/11/2025

SHEET EX-01

L:\CONT 1138 - FY 2026 EDA Warp Storm Sanitary And Water\Easements\EDA PIDs.dwg 1/7/2026 1:42 PM

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving a Permanent Drainage Easement Agreement with BMC Aggregates, located west of 3533 West Airline Highway, in conjunction with the Waterloo Air and Rail Park Utility Improvements Project, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving a permanent drainage easement agreement with BMC Aggregates, located west of 3533 West Airline Highway, in conjunction with the Waterloo Air and Rail Park utility improvements, and authorizing the Mayor and City Clerk to execute said document. BMC Aggregates is dontating the easement and no compensation amount is due. Storm water improvements are being made for the Waterloo Air and Rail Park due to ongoing new development, and this easement will provide an outflow for storm water, which will make its way to the south to drain along Highway 218.

NEIGHBORHOOD IMPACT

Obtaining the easement and making drainage improvements will help to continue the healthy growth that this area is seeing in new light industrial development.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

An easement for the construction and maintenance of drainage improvements over, under, across, and upon that part of that portion of Parcel "B" of the Northwest Quarter (NW 1/4) of Section 8, Township 89 North, Range 13 West of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, described as follows:

Commencing at the Northeast corner of the NW 1/4 corner of Section 8; thence South 88°56'27” West along the North line of the NW 1/4, 300.00 feet to the West line of the East 300 feet of the NW 1/4; thence South 01°08'08” East along said West line 33.01 feet to its intersection with the South Right-of-Way line of West Airline Highway,
thence continuing South 01°08'08” East along said West line 388.00 feet to the Northeast corner of Parcel "B" of the NW 1/4; thence continuing South 01°08'08” East along said West line and the East line of said Parcel "B" 898.74 feet to the South line of the North 1320 feet of the NW 1/4 and the Point of Beginning of this description; thence North 89°07'47” East along said South line 104.96 feet; thence South 02°41'17" East 0.30 feet to the North Right-of-Way line of US Highway 218;
thence South 87°29'21" West along the North Right-of-Way line 105.00 feet to the West line of the East 300 feet of the NW 1/4; thence North 01°08'08" West along the West line 3.01 feet to the Point of Beginning containing 173 square feet.

ATTACHMENTS

1. Permanent Easement Agreement

Prepared by Tim Andera, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703 - (319) 291-4366

PERMANENT DRAINAGE EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement") is entered into as of _____, 2026 by and between the City of Waterloo, Iowa ("Grantee") and BMC Aggregates, LC ("Grantor").

1. **Grant of Easement.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, and Grantee does hereby accept, for the purposes stated herein, a permanent drainage easement (the "**Easement**") in, to, upon, over, across, and beneath the real estate (the "**Premises**") legally described as set forth on Exhibit "A" attached hereto and by this reference made a part hereof, as depicted on the easement plat and parcel impact diagram attached hereto as Exhibit "B".

2. **Purpose.** The Premises is intended for the WARP Storm and Sanitary Sewer Extension Project. See Exhibit "B" for the Easement details.

3. **Grantor Duties.** Grantor shall allow Grantee access to the Premises, "as is, where is", without any representation or warranty as to the condition of the Premises. Grantor shall have no duty to prepare the Premises in any way for Grantee's use.

4. **Grantee Duties.** Following completion of Grantee's work in the Premises, Grantee shall restore the Premises to its condition prior to the commencement of construction work, or as shown in the construction plans. Except as may be caused by the negligent acts or omissions of Grantor, its employees, agents or contractors, Grantor shall not be liable for any injury or damage to any person or property resulting from Grantee's exercise of the rights herein granted. To the extent permitted by applicable law, Grantee agrees to indemnify and hold Grantor, its employees, agents and contractors, harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent acts or omissions or willful misconduct of Grantee or its employees, agents or contractors.

5. **Maintenance.** Pursuant to City of Waterloo ordinances, Grantor shall be solely responsible for maintaining the Easement.

6. **Authority.** The persons executing this Agreement represent and warrant that they are duly authorized to execute and deliver this Agreement and to bind to the provisions hereof the party on whose behalf they are signing.

7. **Miscellaneous Provisions.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior understandings or agreements relating to the subject matter hereof, whether oral or written, and this Agreement may not be modified except by the mutual written agreement of both parties. This Agreement may be executed in counterparts. References in the singular number include the plural, and vice versa.

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

BMC AGGREGATES, LC

By: _____

Title: President

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

STATE OF Iowa)
) ss.
Black Hawk COUNTY)

Acknowledged before me on January 26, 2026, by Christopher M. Dingsdale as President of BMC Aggregates, LC.

_____
Notary Public

SHERMAN P LUNDY
COMMISSION NO. 132671
MY COMMISSION EXPIRES
JULY 18, 2026
NOTARIAL SEAL IOWA

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2026, by David Boesen and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

EXHIBIT "A"

Legal Description

An easement for the construction and maintenance of drainage improvements over, under, across, and upon that part of that portion of Parcel "B" of the Northwest Quarter (NW 1/4) of Section 8, Township 89 North, Range 13 West of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, described as follows:

Commencing at the Northeast corner of the NW 1/4 corner of Section 8;

thence South 88°56'27" West along the North line of the NW 1/4, 300.00 feet to the West line of the East 300 feet of the NW 1/4;

thence South 01°08'08" East along said West line 33.01 feet to its intersection with the South Right-of-Way line of West Airline Highway,

thence continuing South 01°08'08" East along said West line 388.00 feet to the Northeast corner of Parcel "B" of the NW 1/4;

thence continuing South 01°08'08" East along said West line and the East line of said Parcel "B" 898.74 feet to the South line of the North 1320 feet of the NW 1/4 and the Point of Beginning of this description;

thence North 89°07'47" East along said South line 104.96 feet;

thence South 02°41'17" East 0.30 feet to the North Right-of-Way line of US Highway 218;

thence South 87°29'21" West along the North Right-of-Way line 105.00 feet to the West line of the East 300 feet of the NW 1/4;

thence North 01°08'08" West along the West line 3.01 feet to the Point of Beginning containing 173 square feet.

Index Legend	
Location Description:	Parcel "B", NW 1/4 Sec. 8, T89N, R13W Waterloo, Iowa
Requestor:	City of Waterloo
Proprietor:	BMC Aggregates, LC
Surveyor:	William W. Castle
Surveyor Company:	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
Return To:	715 Mulberry St, Waterloo, IA 50703 291-4312

EXHIBIT "B"

Plat of Drainage Easement

Parcel "B" of the NW 1/4, Sec. 8, T89N, R13W of the 5th PM,
City of Waterloo, Black Hawk County, Iowa

Drainage Easement Description:

An easement for the construction and maintenance of drainage improvements over, under, across, and upon that part of that portion of Parcel "B" of the Northwest Quarter (NW 1/4) of Section 8, Township 89 North, Range 13 West of the 5th Principal Meridian, City of Waterloo, Black Hawk County, State of Iowa, described as follows:

Commencing at the Northeast corner of the NW 1/4 corner of Section 8;

thence South 88°56'27" West along the North line of the NW 1/4, 300.00 feet to the West line of the East 300 feet of the NW 1/4;

thence South 01°08'08" East along said West line 33.01 feet to its intersection with the South Right-of-Way line of West Airline Highway,

thence continuing South 01°08'08" East along said West line 388.00 feet to the Northeast corner of Parcel "B" of the NW 1/4;

thence continuing South 01°08'08" East along said West line and the East line of said Parcel "B" 898.74 feet to the South line of the North 1320 feet of the NW 1/4 and the Point of Beginning of this description;

thence North 89°07'47" East along said South line 104.96 feet;

thence South 02°41'17" East 0.30 feet to the North Right-of-Way line of US Highway 218;

thence South 87°29'21" West along the North Right-of-Way line 105.00 feet to the West line of the East 300 feet of the NW 1/4;

thence North 01°08'08" West along the West line 3.01 feet to the Point of Beginning containing 173 square feet.

LICENSED PROFESSIONAL LAND SURVEYOR
WILLIAM W. CASTLE 19715
IOWA

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 11/24/2025

William W. Castle, PLS Date
License Number 19715
My License Renewal Date is December 31, 2025.
Pages or sheets covered by this seal : 1&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: 173 square feet

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

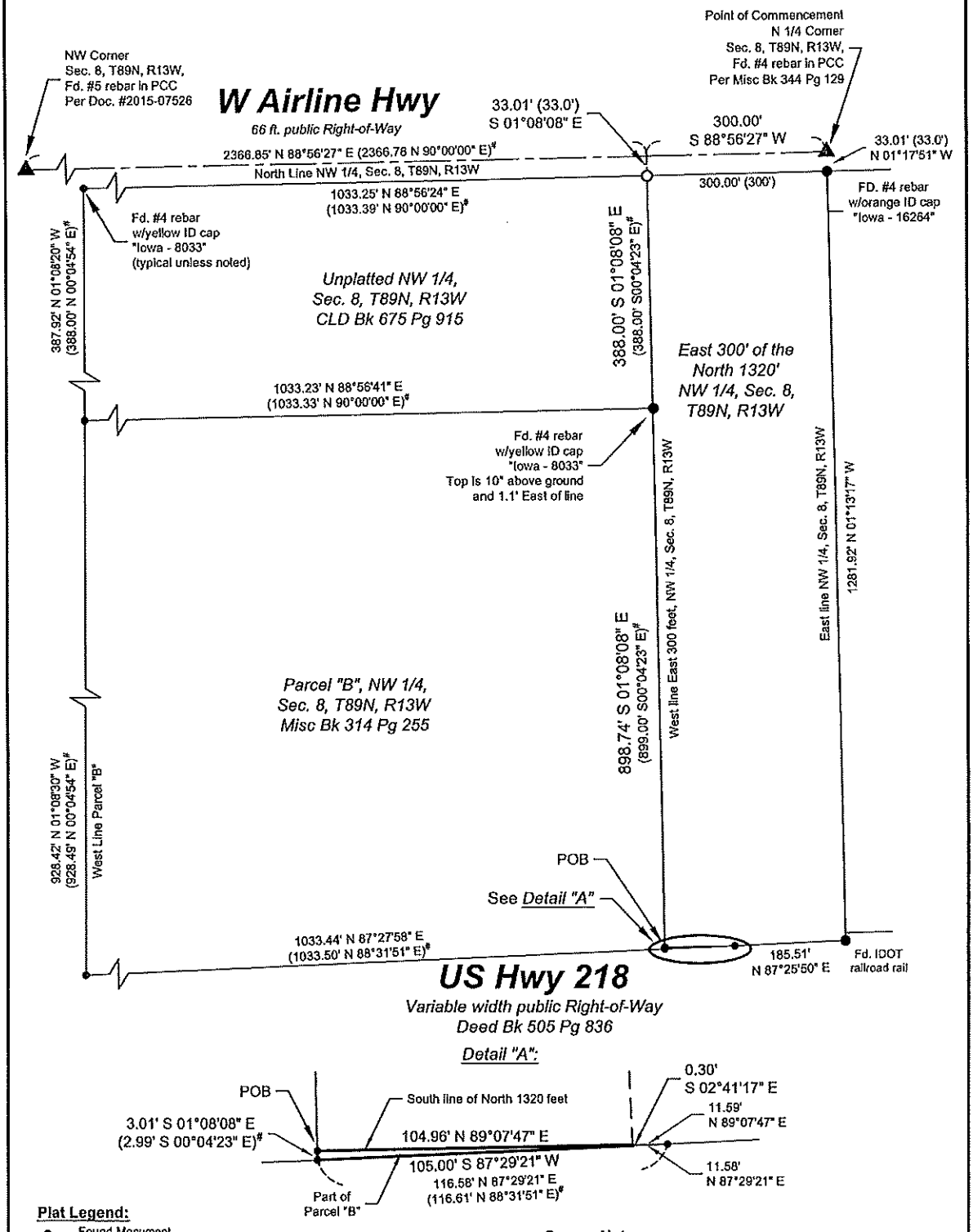
Drawn By: WWC Scale: 1" = 200'
Field Work Date: 8-04-2025
Date Drawn: 11-24-2025

Sheet No. 1 of 2

Return to William Castle, PLS, 715 Mulberry St, Waterloo, IA 50703 (319) 291-4312

Plat of Drainage Easement

Parcel "B", NW 1/4, Sec. 8, T89N, R13W of the 5th PM,
City of Waterloo, Black Hawk County, Iowa



Detail "A":

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
- # Survey Misc Bk 314 Pg 255

N

0 100 200

Scale: 1 inch = 200 feet

Survey Notes:

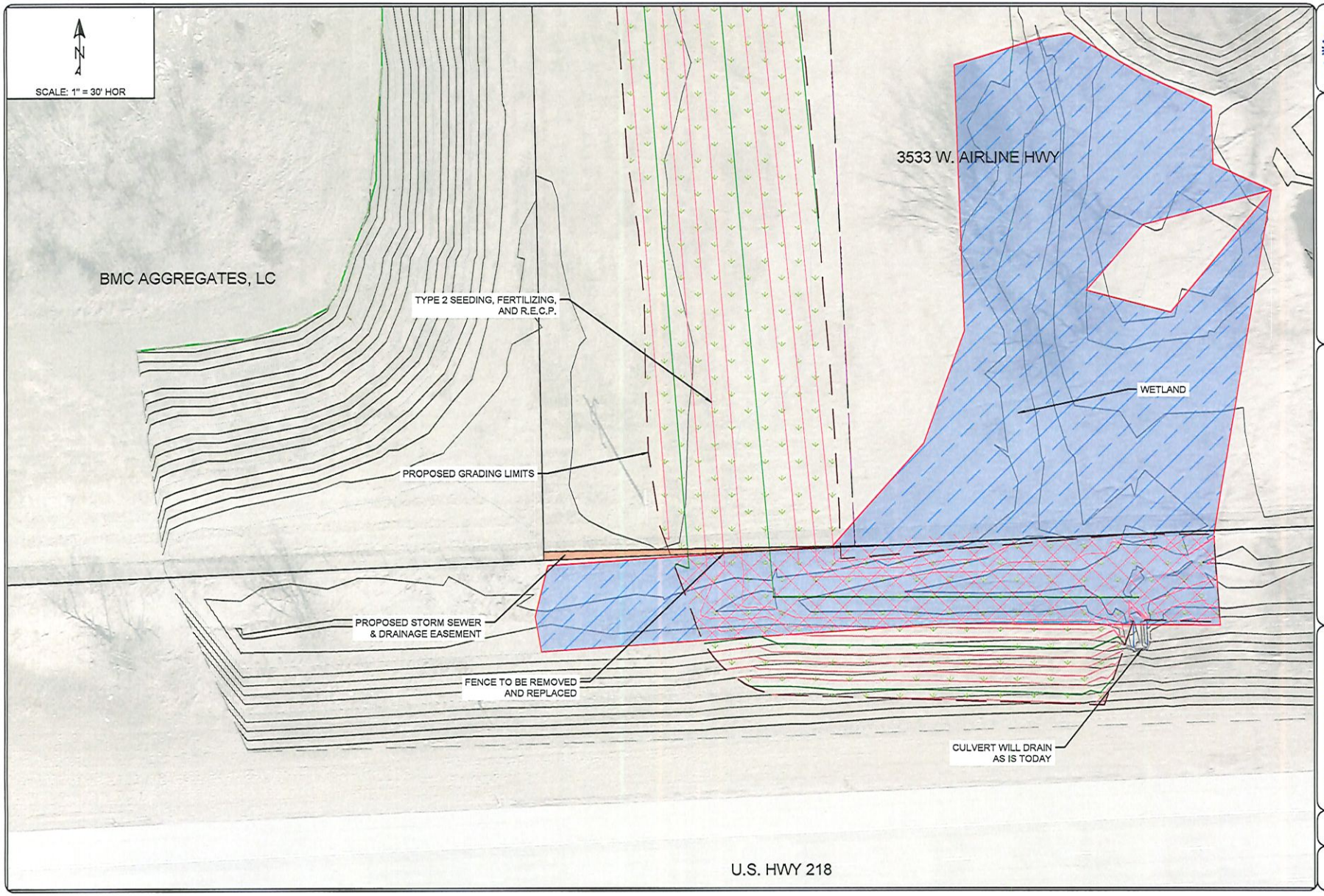
1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. All dimensions are in US Survey feet and decimals thereof.
3. Easement area: 173 square feet

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

Drawn By: WWC Scale: 1" = 200'
Field Work Date: 8-04-2025
Date Drawn: 11-24-2025

Sheet No. 2 of 2

EXHIBIT "B" CONTINUED



BMC AGGREGATES LC

PARCEL IMPACT DIAGRAM
CONTRACT #1138

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

DATE: 12/10/2025

SHEET
EX-01

L:\CC\IT 1133 - FY 2025 EDA Warp Storm & Injury Act Water\Easements\EDA Fl\Ctr.dwg 12/10/2025 9:03 AM

PROJECT: FY 2026 EDA W.A.R.P. Storm and Sanitary Sewer Extensions
City Contract 1138

PARCEL: 8913-08-126-011

OWNER: BMC Aggregates, LC

OFFER TO DONATE FORM

As owner(s) of real estate needed for the above-referenced project, and acknowledging the fact that we are entitled to just compensation for the subject property interests, nevertheless, we desire to donate the temporary construction easement. We hereby waive such compensation rights and will promptly execute the necessary documents for the City of Waterloo, Iowa.

This donation to the City of Waterloo, Iowa, is made knowingly, voluntarily, and not under coercion or threat of any nature by the City of Waterloo or its agents. *Before signing this form, we have had the opportunity to consult with our own legal and tax advisors.* References in the singular number include the plural, and vice versa.

January 26, 2026
Date

By: _____
BMC Aggregates, LC

Its: President

STATE OF Iowa)
) ss.
Black Hawk COUNTY)

Acknowledged before me on January 26, 2026, by Christopher M. Dinsdale as President of BMC Aggregates, LC.

SHERMAN P LUNDY
COMMISSION NO. 132671
MY COMMISSION EXPIRES
JULY 18, 2026
NOTARIAL SEAL IOWA

Sherman P. Lundy
Notary Public

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 16, 2026

AGENDA ITEM TITLE

Resolution approving a Permanent Drainage and Storm Sater Easement Agreement in the amount of $5,432.00, with United Concrete, Inc., located at 3553 West Airline Highway in conjunction with the Waterloo Air and Rail Park Utility Improvements Project, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving a permanent drainage and storm water easement agreement in the amount of $5,432.00, with United Concrete, Inc., located at 3553 West Airline Highway in conjunction with the Waterloo Air and Rail Park utility improvements, and authorizing the Mayor and City Clerk to execute said document. Storm water improvements are being made for the Waterloo Air and Rail Park due to ongoing new development, and this easement will provide an outflow for storm water, which will make its way to the south to drain along Highway 218.

NEIGHBORHOOD IMPACT

Obtaining the easement and making drainage improvements will help to continue the healthy growth that this area is seeing in new light industrial development.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

East Waterloo Unified TIF.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

An easement for the construction and maintenance of drainage and storm water improvements over, under, across, and upon the East 25 feet of that part of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 8, Township 89 North, Range 13 West of the 5th Principal Meridian, lying North of the Northerly line of the property described in Deeds Book 505 Page 831, except the East 300 feet of the North 1320 feet thereof, and also expect that portion conveyed to Basic Materials Corporation per Warranty Deed record in Land Deed Book 565, Page 837, in City of Waterloo, Black Hawk County, State of Iowa, more particularly described as follows:

Commencing at the Northeast corner of the NW 1/4 corner of Section 8; thence South 88°56'27” West along the North line of said NW 1/4, 300.00 feet to the West line of the East 300 feet of said NW 1/4; thence South 01°08'08” East along said West line 33.01 feet to its intersection with the South Right-of-Way line of West Airline Highway, being the Point of Beginning for this description; thence continuing South 01°08'08” East along said West line 388.00 feet to the Northeast corner of Parcel "B" of the NW 1/4, Parcel "B" being that portion conveyed to Basic Materials Corporation in Land Deed Book 565 Page 837; thence South 88°56'41” West along the North line of said Parcel "B" 25.00 feet; thence North 01°08'08” West along a line that is 25 feet normally distant to and parallel with the said West line of the East 300 feet 388.00 feet to the South Right-of-Way line of West Airline Highway; thence North 88°56'24” East along the South Right-of-way line 25.00 feet to the Point of Beginning containing 9,700 square feet.

ATTACHMENTS

1. Permanent Easement Agreement

Prepared by Tim Andera, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703 Phone (319) 291-4366

PERMANENT DRAINAGE AND STORM WATER EASEMENT AGREEMENT

This Permanent Easement Agreement (the "Agreement") is entered into as of _____, 2026 by and between the City of Waterloo, Iowa ("Grantee") and UNITED CONCRETE, INC. ("Grantor").

1. **Grant of Easement.** In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant and convey unto Grantee, and Grantee does hereby accept, for the purposes stated herein, a permanent easement (the "**Easement**") in, to, upon, over, across, and beneath the real estate (the "**Premises**") legally described as set forth on Exhibit "A" attached hereto and by this reference made a part hereof, as depicted on the easement plat and parcel impact diagram attached hereto as Exhibit "B".

2. **Purpose.** The Premises is intended for the WARP Storm and Sanitary Sewer Extension Project. See Exhibit "B" for the Easement details.

3. **Grantor Duties.** Grantor shall allow Grantee access to the Premises, "as is, where is", without any representation or warranty as to the condition of the Premises. Grantor shall have no duty to prepare the Premises in any way for Grantee's use.

4. **Grantee Duties.** Following completion of Grantee's work in the Premises, Grantee shall restore the Premises to its condition prior to the commencement of construction work, or as shown in the construction plans. Except as may be caused by the negligent acts or omissions of Grantor, its employees, agents or contractors, Grantor shall not be liable for any injury or damage to any person or property resulting from Grantee's exercise of the rights herein granted. To the extent permitted by applicable law, Grantee agrees to indemnify and hold Grantor, its employees, agents and contractors, harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent acts or omissions or willful misconduct of Grantee or its employees, agents or contractors.

5. **Maintenance.** Pursuant to City of Waterloo ordinances, Grantor shall be solely responsible for maintaining the Easement.

6. **Authority.** The persons executing this Agreement represent and warrant that they are duly authorized to execute and deliver this Agreement and to bind to the provisions hereof the party on whose behalf they are signing.

7. **Miscellaneous Provisions.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior understandings or agreements relating to the subject matter hereof, whether oral or written, and this Agreement may not be modified except by the mutual written agreement of both parties. This Agreement may be executed in counterparts. References in the singular number include the plural, and vice versa.

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

UNITED CONCRETE, INC.

By: Brian Marath

Title: President

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

STATE OF Iowa)
) ss.
Poweshiek COUNTY)

Acknowledged before me on January 28th, 2026, by Brian Marath as _____ of UNITED CONCRETE, INC.

Karla Morrison
Notary Public

KARLA J. MORRISON
Commission Number 839620
My Commission Expires
5/24/28

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 2026, by David Boesen and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

EXHIBIT “A”

Legal Description

An easement for the construction and maintenance of drainage and storm water improvements over, under, across, and upon the East 25 feet of that part of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 8, Township 89 North, Range 13 West of the 5th Principal Meridian, lying North of the Northerly line of the property described in Deeds Book 505 Page 831, except the East 300 feet of the North 1320 feet thereof, and also expect that portion conveyed to Basic Materials Corporation per Warranty Deed record in Land Deed Book 565, Page 837, in City of Waterloo, Black Hawk County, State of Iowa, more particularly described as follows:

Commencing at the Northeast corner of the NW 1/4 corner of Section 8;

thence South 88°56'27” West along the North line of said NW 1/4, 300.00 feet to the West line of the East 300 feet of said NW 1/4;

thence South 01°08'08” East along said West line 33.01 feet to its intersection with the South Right-of-Way line of West Airline Highway, being the Point of Beginning for this description;

thence continuing South 01°08'08” East along said West line 388.00 feet to the Northeast corner of Parcel "B" of the NW 1/4, Parcel "B" being that portion conveyed to Basic Materials Corporation in Land Deed Book 565 Page 837;

thence South 88°56'41” West along the North line of said Parcel "B" 25.00 feet;

thence North 01°08'08” West along a line that is 25 feet normally distant to and parallel with the said West line of the East 300 feet 388.00 feet to the South Right-of-Way line of West Airline Highway;

thence North 88°56'24” East along the South Right-of-way line 25.00 feet to the Point of Beginning containing 9,700 square feet.

Index Legend	
Location Description:	East Half, Northwest Quarter (E 1/2, NW 1/4) Sec. 8, T89N, R13W Waterloo, Iowa
Requestor:	City of Waterloo
Proprietor:	United Concrete, Inc
Surveyor:	William W. Castle
Surveyor Company:	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
Return To:	715 Mulberry St, Waterloo, IA 50703 291-4312

EXHIBIT "B"

Plat of Drainage & Storm Water Easement

East Half, NW 1/4, Sec. 8, T89N, R13W of the 5th PM,
City of Waterloo, Black Hawk County, Iowa

Drainage Easement Description:

An easement for the construction and maintenance of drainage and storm water improvements over, under, across, and upon the East 25 feet of that part of the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 8, Township 89 North, Range 13 West of the 5th Principal Meridian, lying North of the Northerly line of the property described in Deeds Book 505 Page 831, except the East 300 feet of the North 1320 feet thereof, and also expect that portion conveyed to Basic Materials Corporation per Warranty Deed record in Land Deed Book 565, Page 837, in City of Waterloo, Black Hawk County, State of Iowa, more particularly described as follows:

Commencing at the Northeast corner of the NW 1/4 corner of Section 8;

thence South 88°56'27" West along the North line of said NW 1/4, 300.00 feet to the West line of the East 300 feet of said NW 1/4;

thence South 01°08'08" East along said West line 33.01 feet to its intersection with the South Right-of-Way line of West Airline Highway, being the Point of Beginning for this description;

thence continuing South 01°08'08" East along said West line 388.00 feet to the Northeast corner of Parcel "B" of the NW $\frac{1}{4}$, Parcel "B" being that portion conveyed to Basic Materials Corporation in Land Deed Book 565 Page 837;

thence South 88°56'41" West along the North line of said Parcel "B" 25.00 feet;

thence North 01°08'08" West along a line that is 25 feet normally distant to and parallel with the said West line of the East 300 feet 388.00 feet to the South Right-of-Way line of West Airline Highway;

thence North 88°56'24" East along the South Right-of-way line 25.00 feet to the Point of Beginning containing 9,700 square feet.

LICENSED PROFESSIONAL LAND SURVEYOR
WILLIAM W. CASTLE 19715
IOWA

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 11/24/2025

William W. Castle, PLS **Date**
License Number 19715
My License Renewal Date is December 31, 2025.
Pages or sheets covered by this seal : 1&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: 9,700 square feet.

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

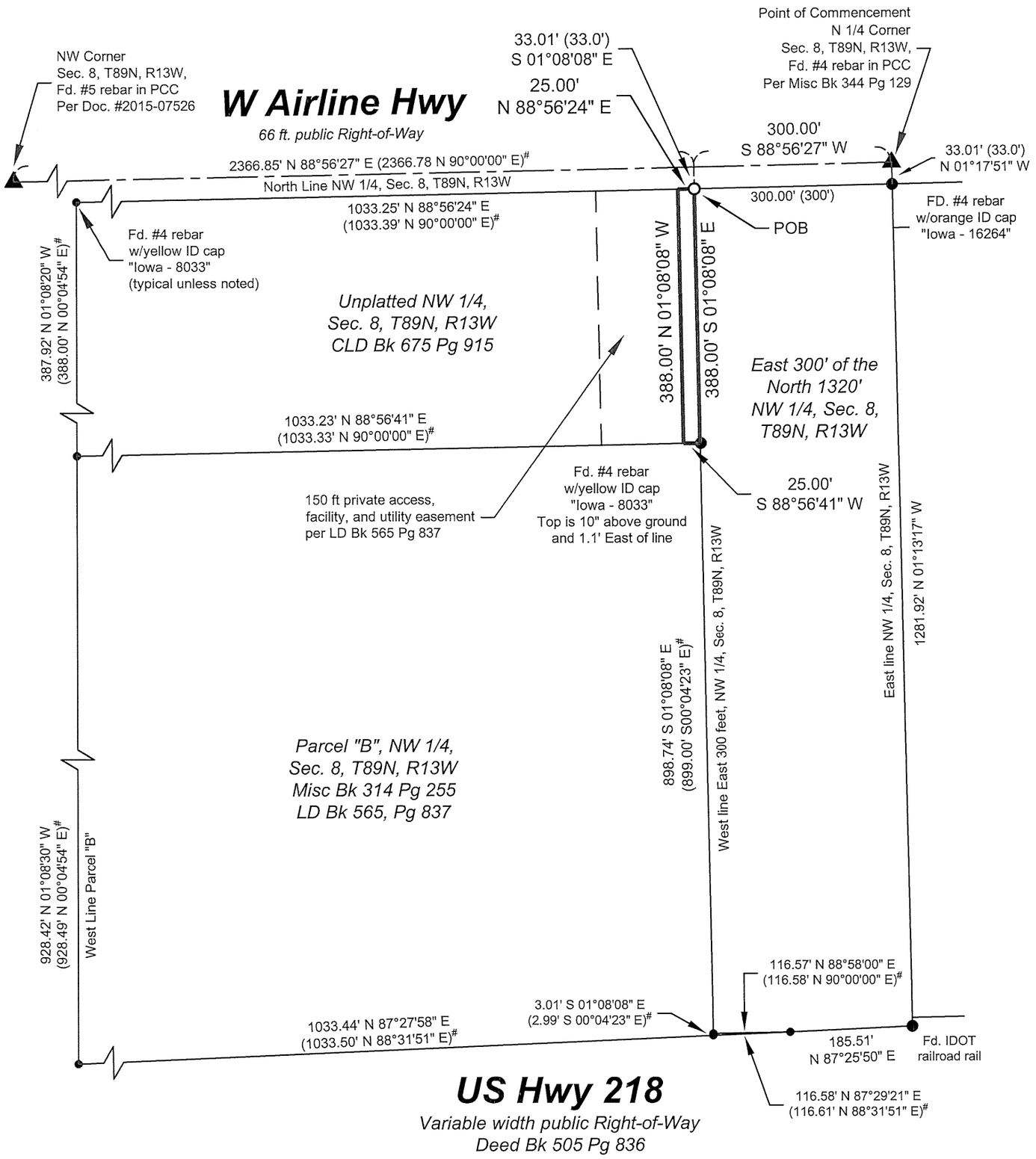
Drawn By: WWC Scale: 1" = 200'
Field Work Date: 7-30-2025
Date Drawn: 11-24-2025

Sheet No. 1 of 2

Return to William Castle, PLS, 715 Mulberry St, Waterloo, IA 50703 (319) 291-4312

Plat of Drainage & Storm Water Easement

East 1/2, NW 1/4, Sec. 8, T89N, R13W of the 5th PM,
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
- # Survey Misc Bk 314 Pg 255

N

0 100 200

Scale: 1 inch = 200 feet

Survey Notes:

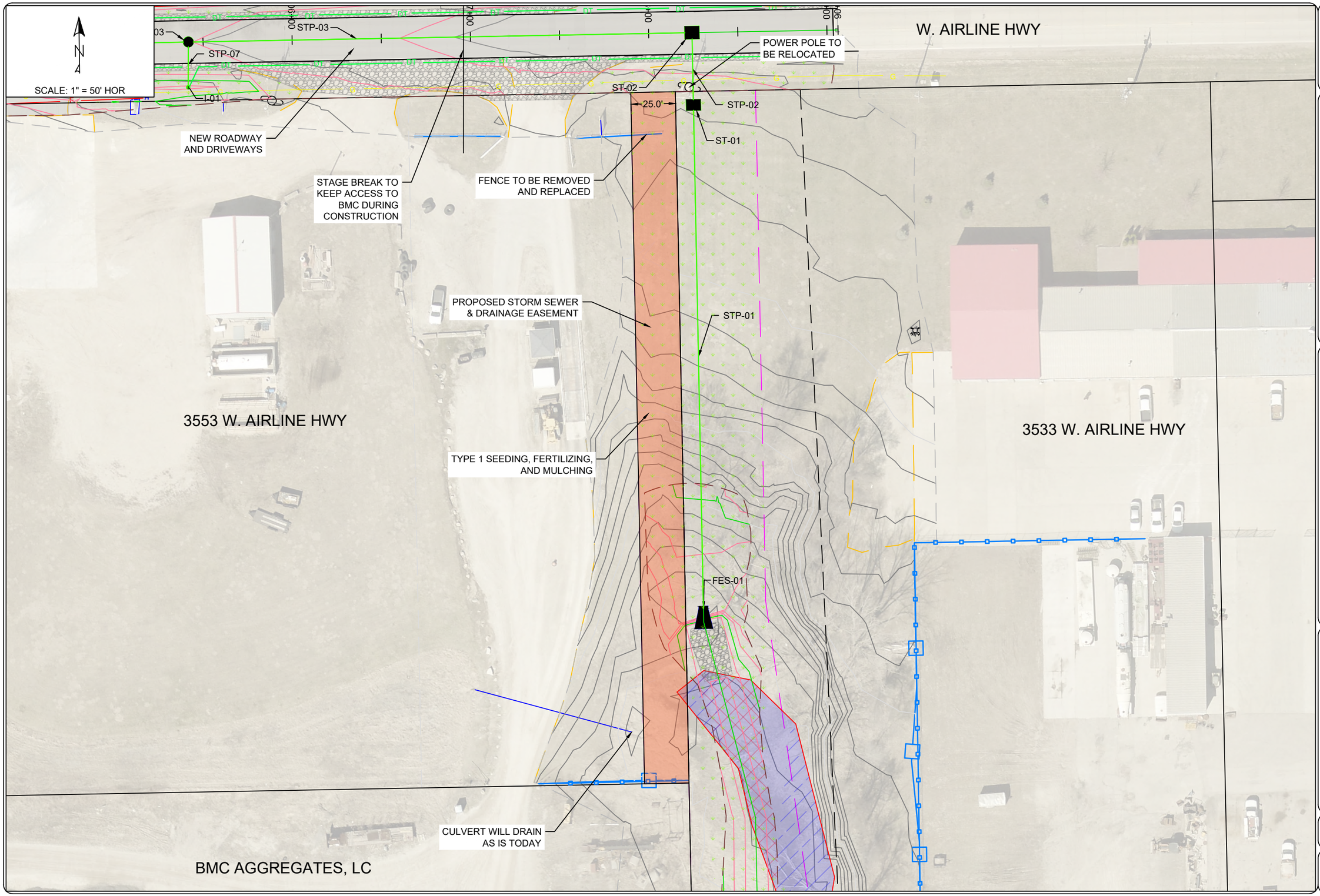
1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. All dimensions are in US Survey feet and decimals thereof.
3. Easement area: 9,700 square feet.

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

Drawn By: WWC Scale: 1" = 200'
Field Work Date: 7-30-2025
Date Drawn: 11-24-2025

Sheet No. 2 of 2

EXHIBIT "B" CONTINUED



L:\CONT 1138 - FY 2026 EDA Warp Storm Sanitary And Water\Easements\EDA PIDs.dwg 12/12/2025 1:37 PM

CITY OF WATERLOO · OFFICIAL SEAL

UNITED CONCRETE, INC
3553 W. AIRLINE HWY

PARCEL IMPACT DIAGRAM
CONTRACT #1138

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

DATE: 12/11/2025

SHEET EX-01

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	February 16, 2026

AGENDA ITEM TITLE

An ordinance 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 Leversee Road.

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

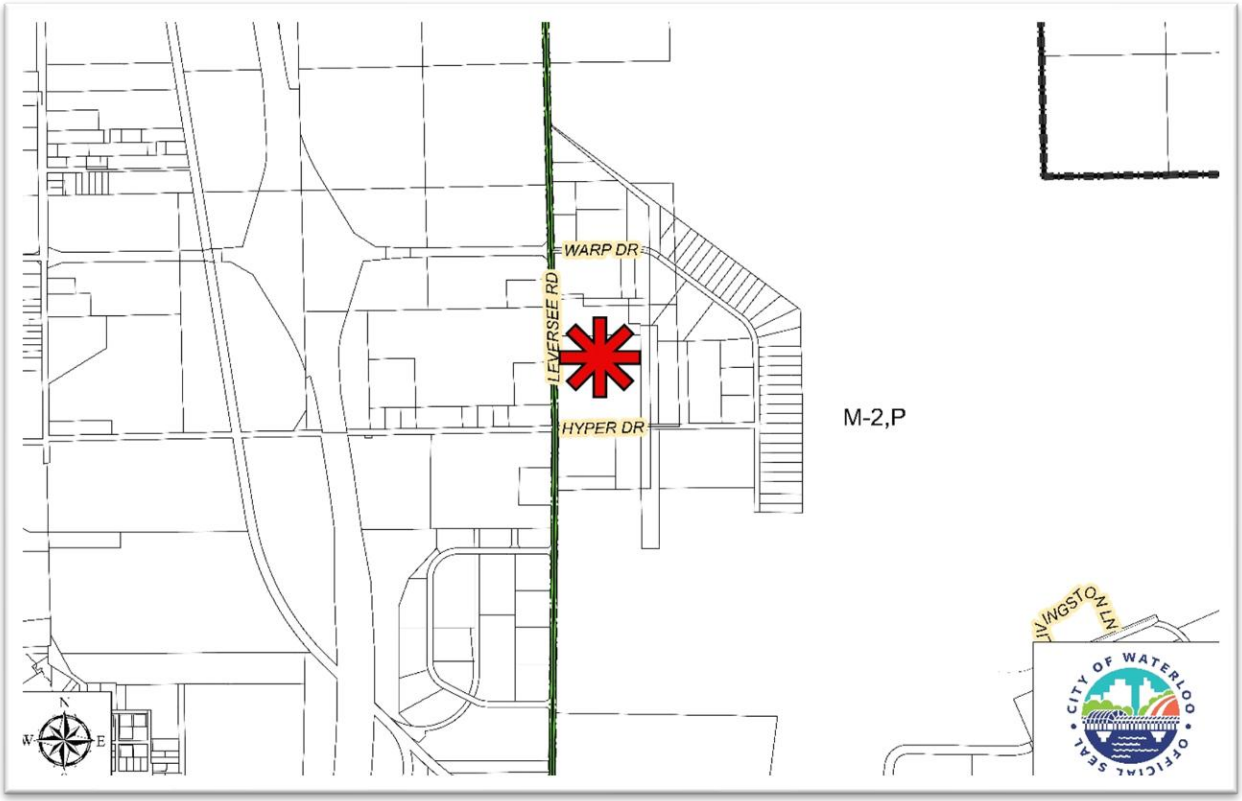
LEGAL DESCRIPTION

ATTACHMENTS

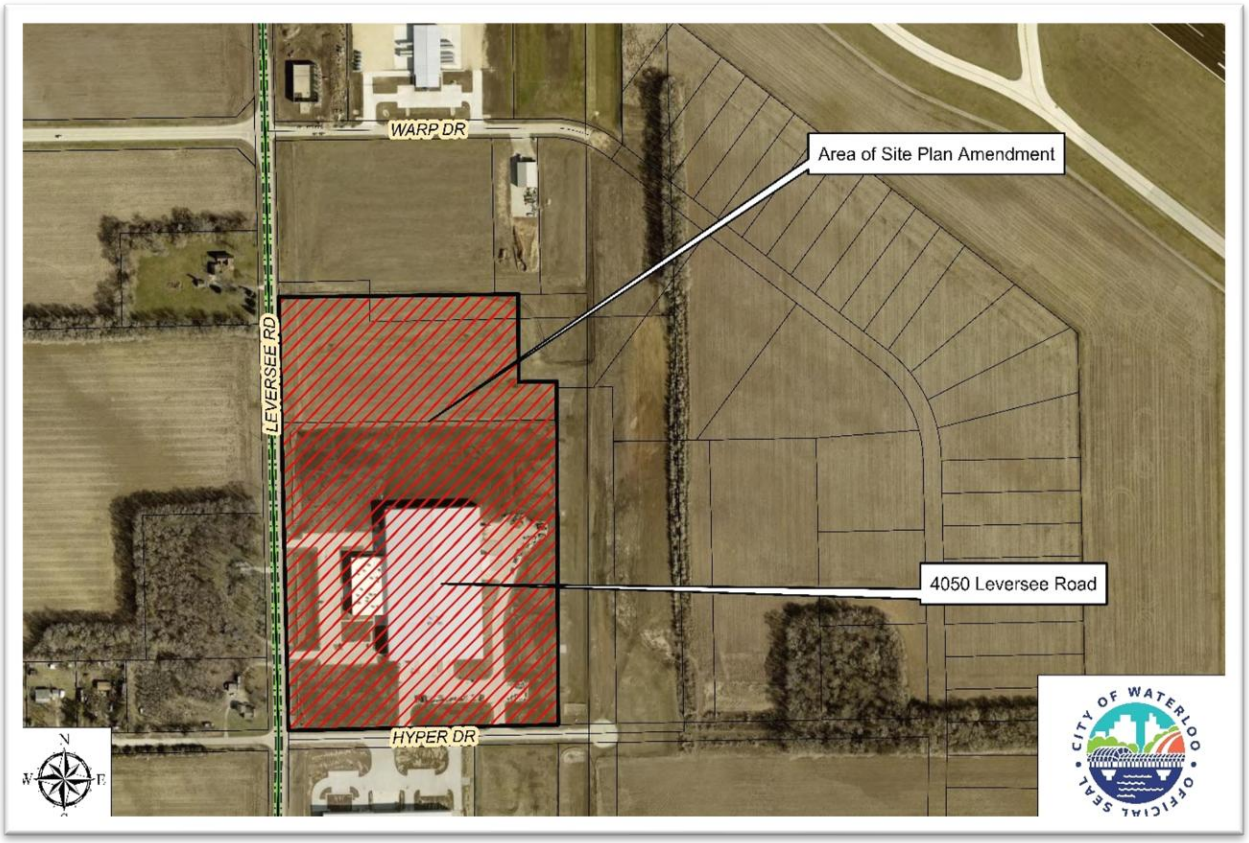
1. Updated Staff Report

CITY OF WATERLOO
Planning & Zoning

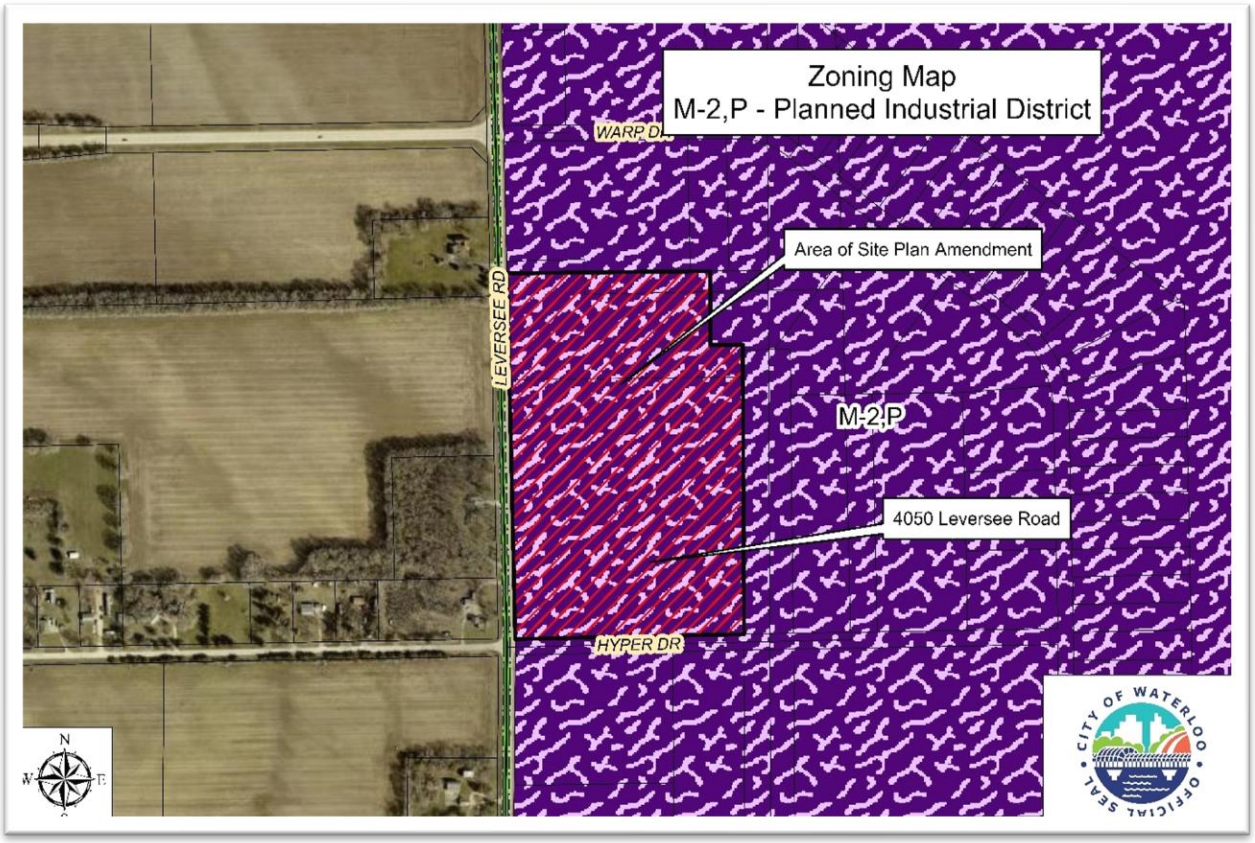
TO:	Planning, Programming, and Zoning Commission
PREPARER:	Adarsh Tummala, Planner I
PZ MEETING DATE:	January 13, 2026
REQUEST:	Site Plan Amendment to the “M-2, P” Planned Industrial District to allow up to 200,000 square foot of phase 2 and phase 3 expansions.
APPLICANT:	Zydeco Investments LLC
LOCATION:	4050 Leversee Road.



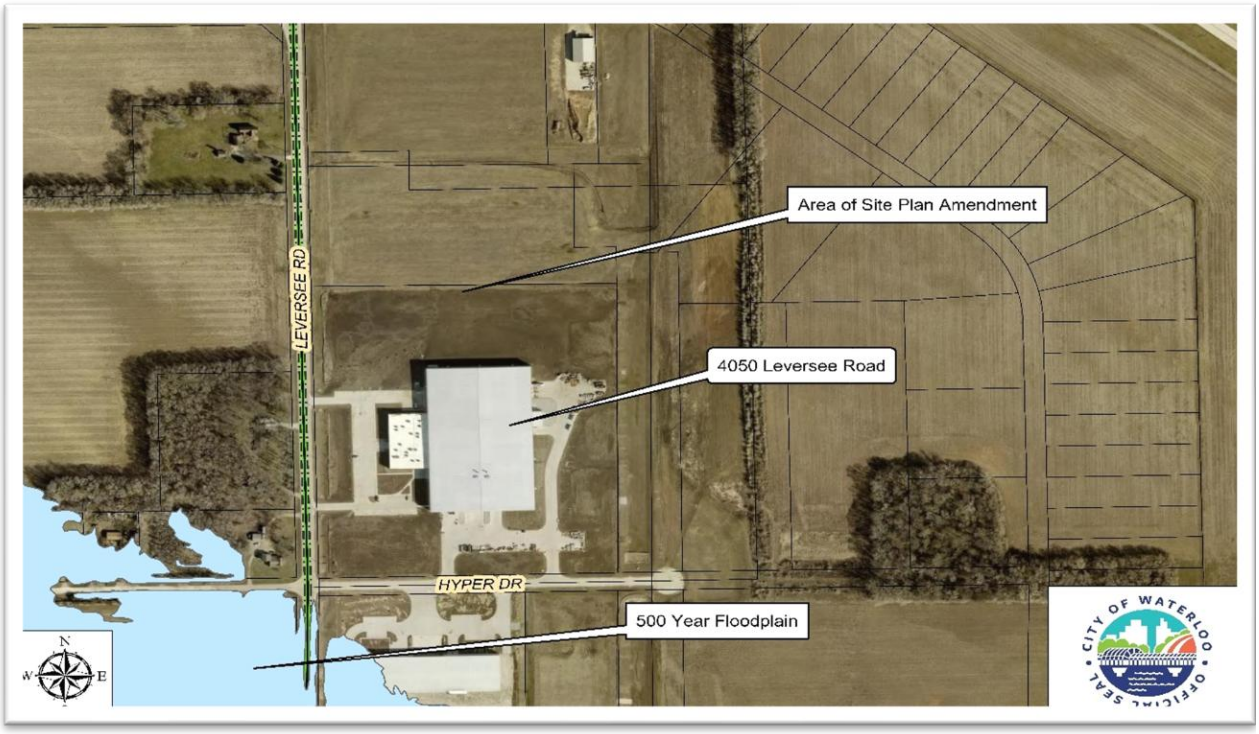
SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request to allow up to 200,000 square foot of phase 2 and phase 3 expansions would not appear to have a negative impact upon the surrounding area as it would appear to be compatible with other industrial development in the area.



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 Leversee 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.

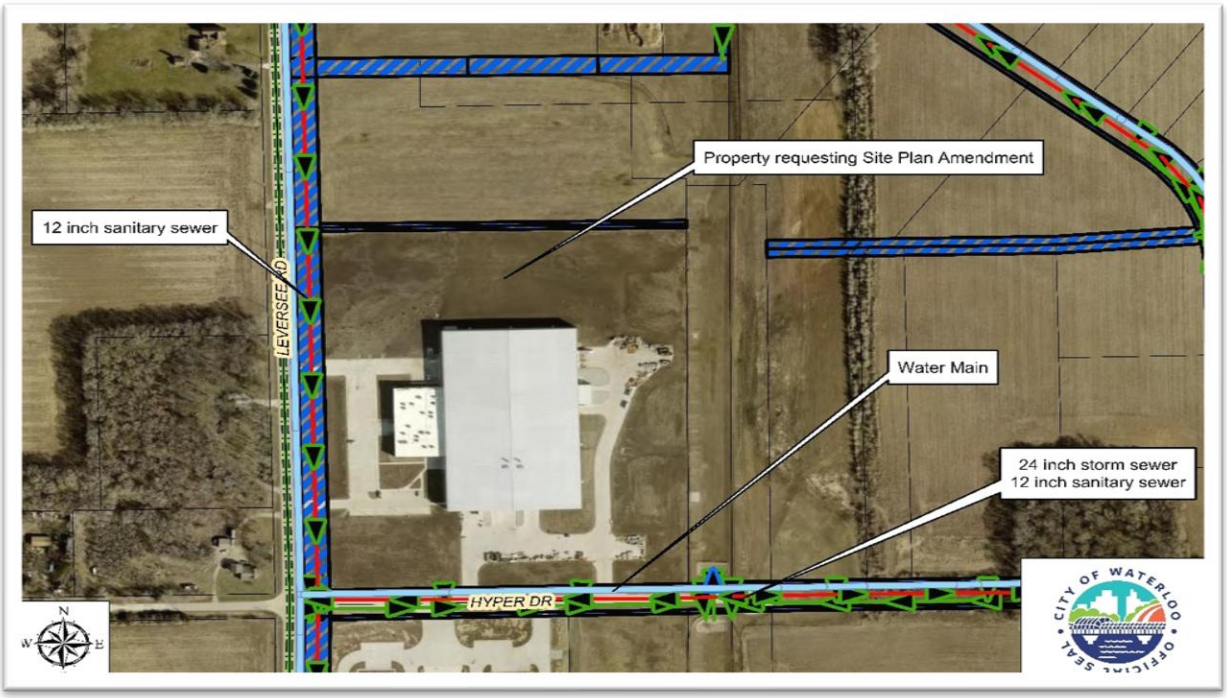


RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There are no recreational trails located near the site and no sidewalks in the area.
DEVELOPMENT HISTORY:	There is industrial development built in 2023 and 2024 to the north and south of the property in question.
PUBLIC /OPEN SPACES/ 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 Leversee 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.

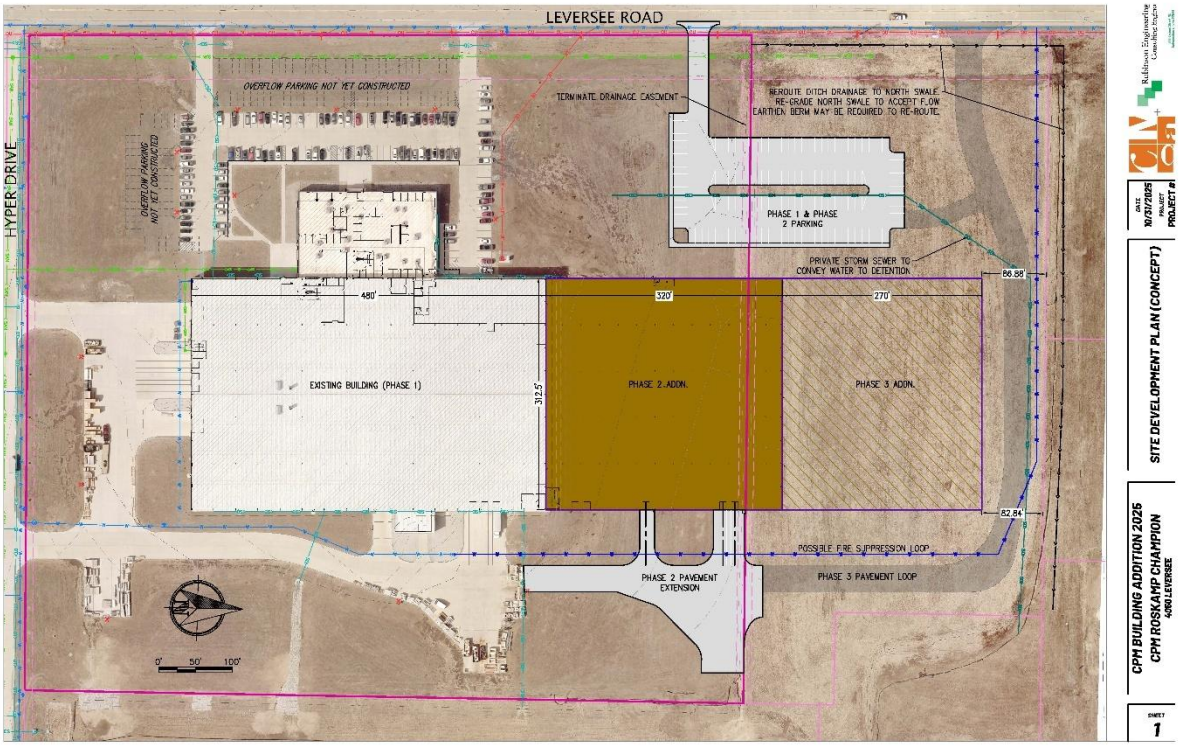
STAFF ANALYSIS – SITE ANALYSIS:

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 Leversee 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.



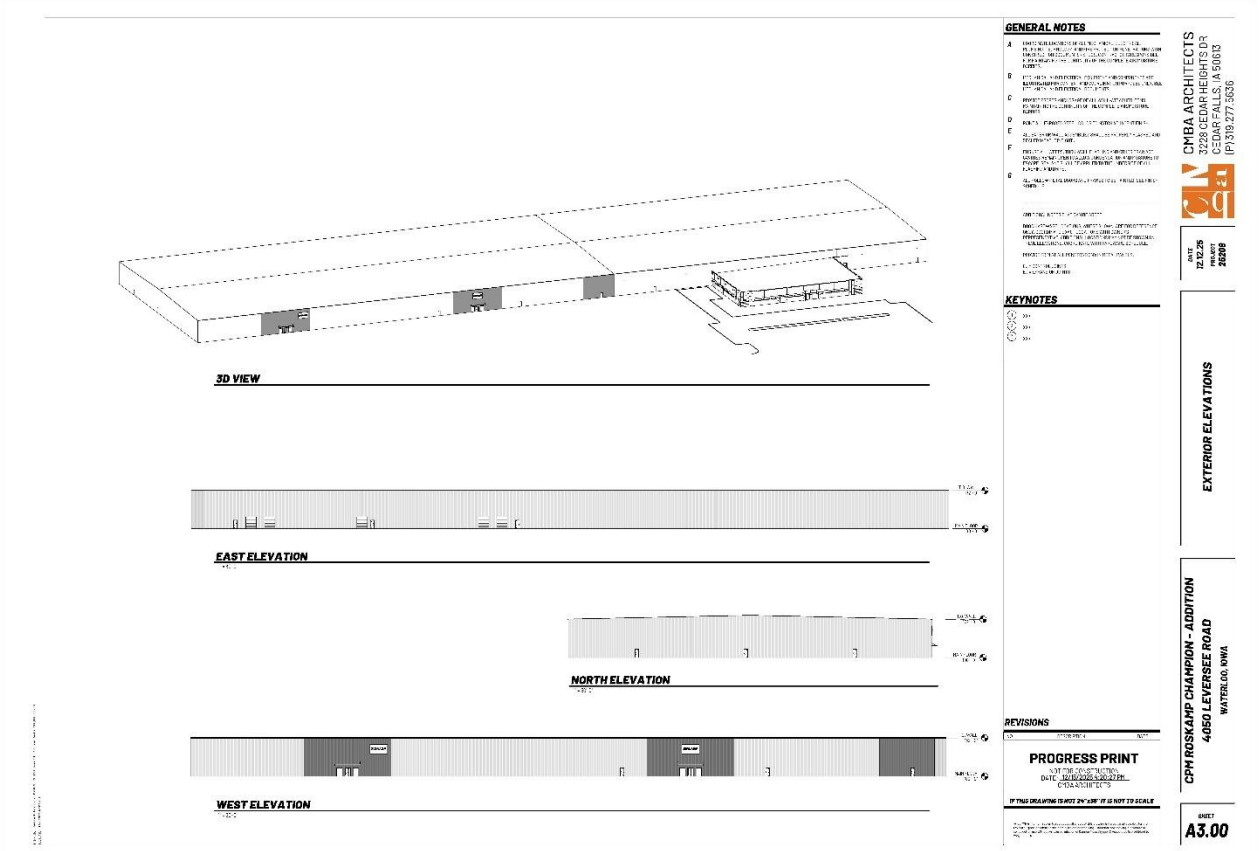
STAFF ANALYSIS – PARKING

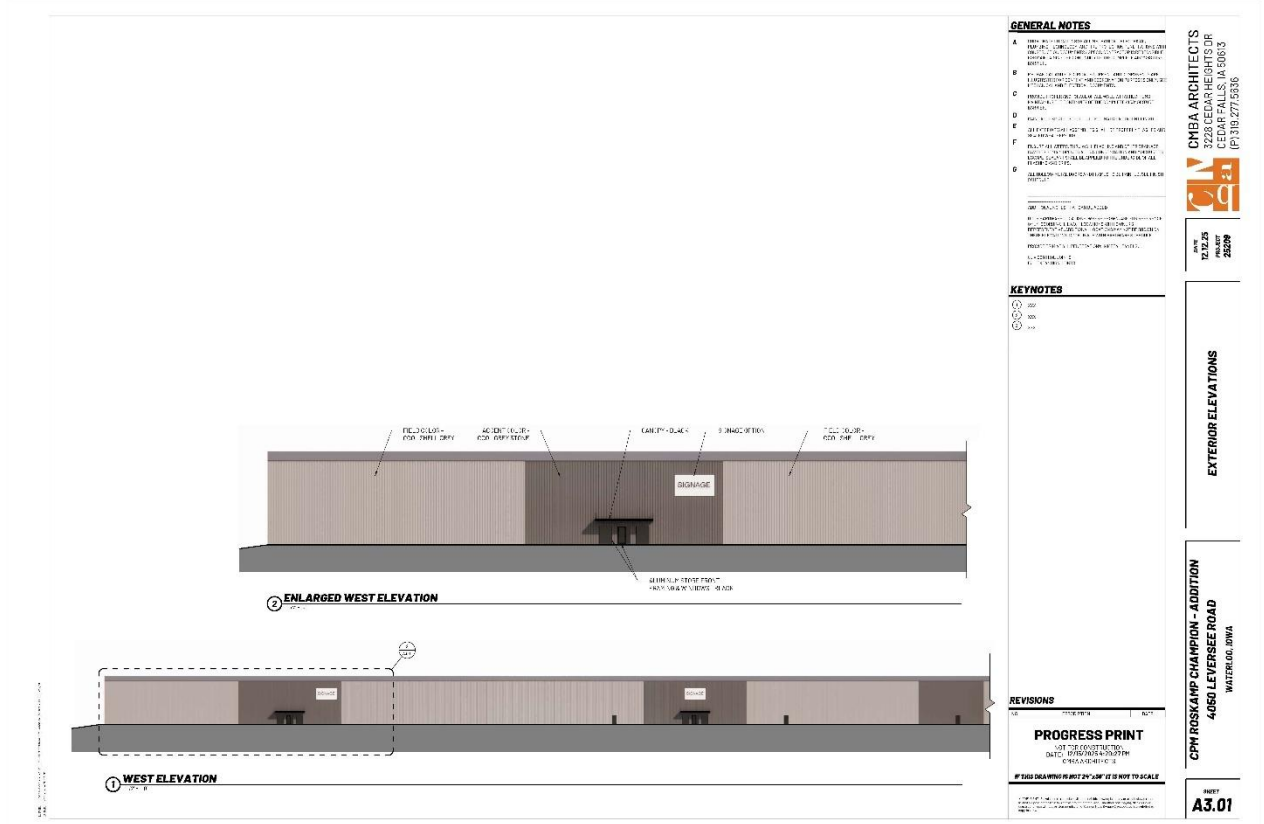
The applicant has indicated that phase 2 and phase 3 are additional warehouse space. Therefore, the parking

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.





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 Leversee 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 Leversee 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 conditions(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

Greg Ahlhelm, Building Offical
Building Department

MEETING DATE

February 16, 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 21/2" 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 it's 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 it's 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:

Exibit "A"

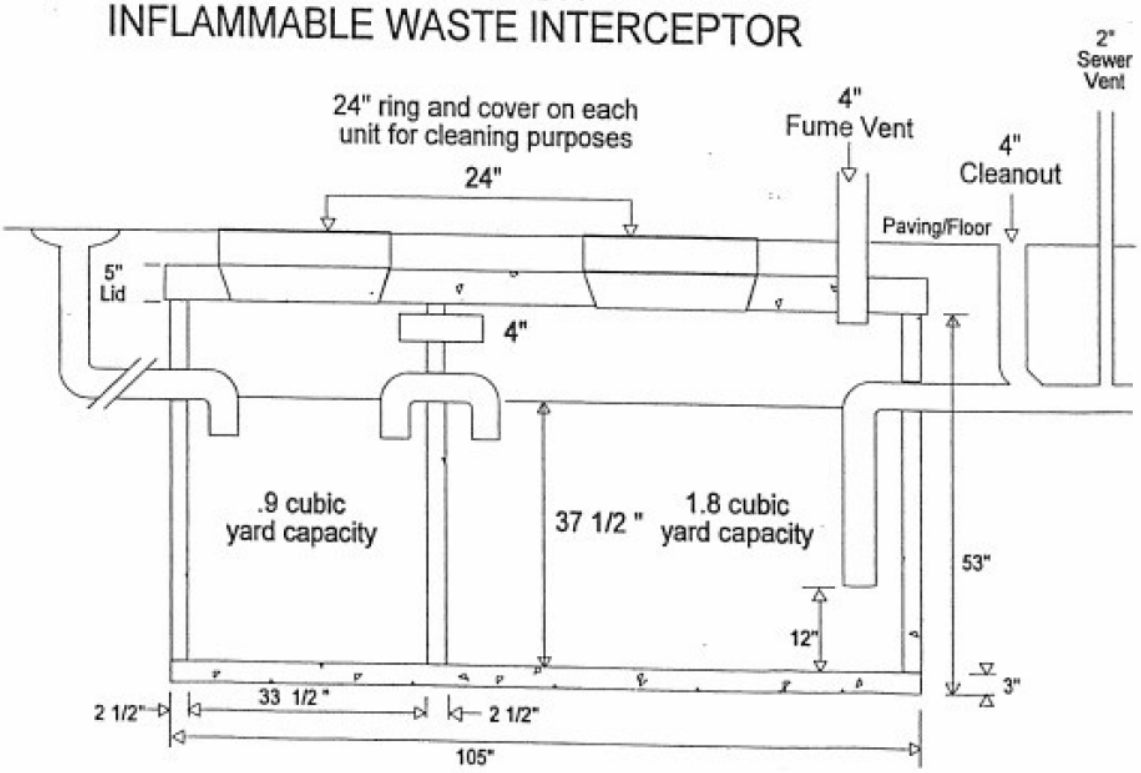
The following drawing is an approved type of manufactured or prefabricated concrete interceptor.

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".

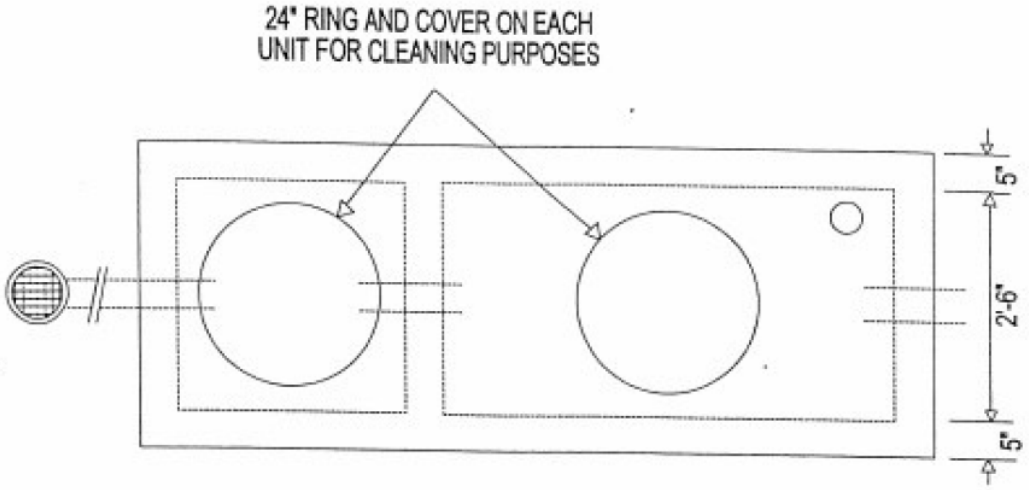
The lid is reinforced with over 20' of #4 rebar, and is 5" thick.

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.

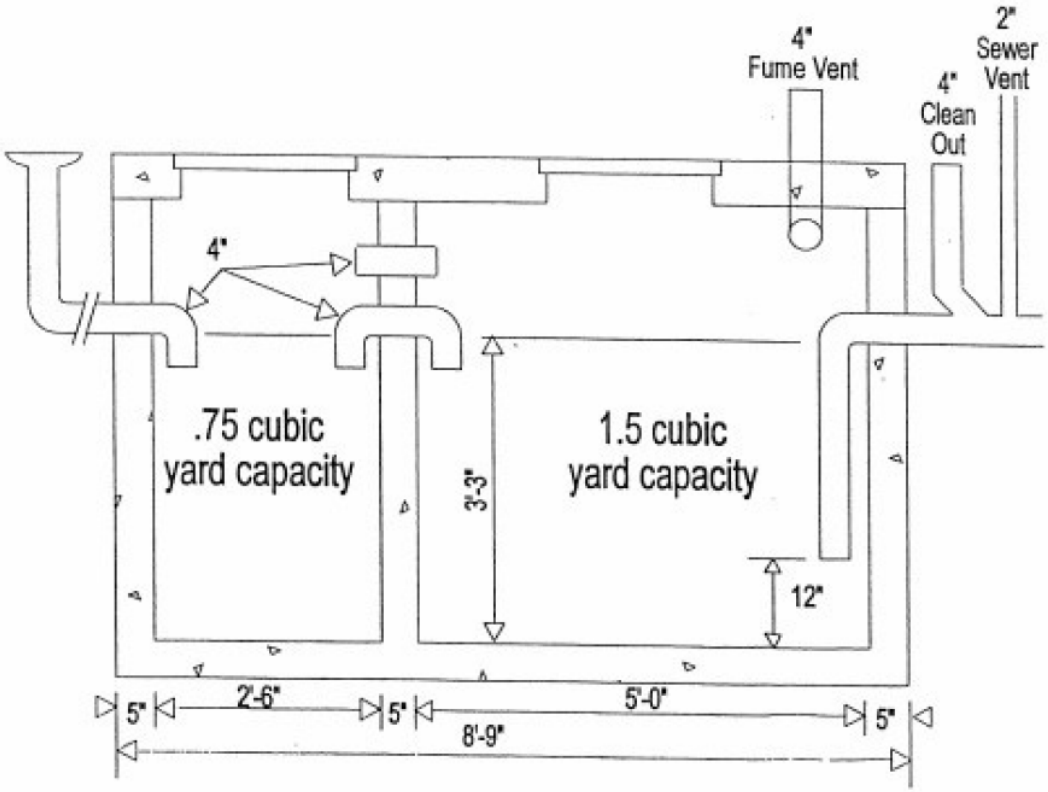
MUD TRAP OR INFLAMMABLE WASTE INTERCEPTOR



Exihibit "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.

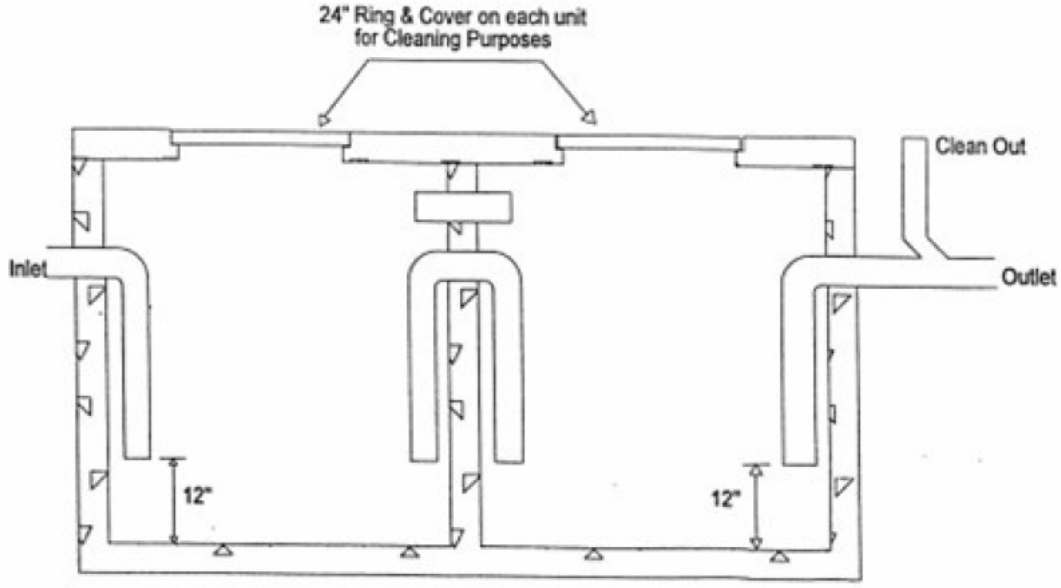
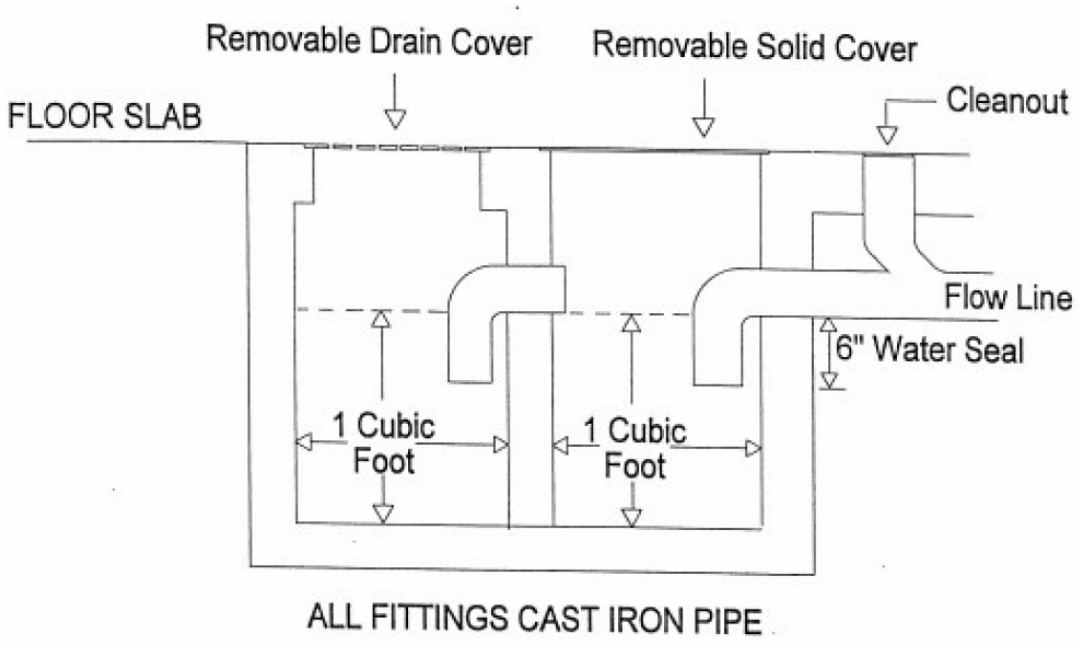


EXHIBIT "D"

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 Offical
Building Department

MEETING DATE

February 16, 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 suppled 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 file 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 Offical
Building Department

MEETING DATE
February 16, 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 ~~Internation 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