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

CITY OF WATERLOO
COMMUNITY VISION PLAN

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

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

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

B. At the presiding officer's discretion, individuals may address the presiding officer by stepping to the podium, and after recognition by the presiding officer, shall state their

name, address, and group affiliation, if appropriate, and speak clearly into the microphone.

C. Comments shall be germane and refrain from personal, impertinent, or slanderous remarks.
D. Cell phones and electronic devices shall be set to silent prior to the start of the meeting.

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

A. Individuals shall speak one (1) time on only one (1) issue for a maximum of three (3) minutes During the public comment section of the agenda. The public shall not be required to pre-register to speak during public comment. Individuals shall only speak on matters not listed on the regular agenda for that date. Any matter presented shall be directed to the presiding officer and addressed, if necessary, after the meeting.
B. Council members may speak during public comment portion of the agenda after the public has finished speaking
C. City staff shall not be required to provide an immediate answer to a matter presented during a council meeting unless it specifically pertains to an item on the agenda

RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS

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

RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS

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

Roll Call.

Prayer or Moment of Silence.

Pledge of Allegiance, Belinda Creighton Smith, Ward 4 Council Member.

Approval of Agenda as proposed or amended.

Approval of Minutes of the February 16, 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 setting date of public hearing as March 16, 2026, on the proposition of the issuance of not to exceed $4,000,000.00 General Obligation Bonds (ECP-1), for Essential Corporate Purposes, and instruct the City Clerk to publish notice.

3. Resolution setting date of public hearing as March 16, 2026, on the proposition of the issuance of not to exceed $969,149.00 General Obligation Bonds (GCP-2), for General Corporate Purposes, and instruct the City Clerk to publish notice.

4. Resolution setting date of public hearing as March 16, 2026, on the proposition of the issuance of not to exceed $969,149.00 General Obligation Bonds (GCP-3), for General Corporate Purposes, and instruct the City Clerk to publish notice.

5. Resolution setting date of public hearing as March 16, 2026, on the proposition of the issuance of not to exceed $969,149.00 General Obligation Bonds (GCP-4), for General Corporate Purposes, and instruct the City Clerk to publish notice.

6. Resolution setting date of public hearing as March 16, 2026 to approve the submission of the Consolidated Annual Performance Evaluation Report to the U.S. Department of Housing and Urban Development.

7. Resolution setting date of public hearing as March 16, 2026, to approve a request by 205 E. 4th, LLC, to designate 501 Sycamore Street as a locally designated historic landmark, and instruct the City Clerk to publish notice.

8. Resolution setting date of public hearing as March 16, 2026, to approve the request by C&S Properties to rezone approximately 0.49 acres from “R-4” Multiple Residence District to “C-2” Commercial District located at 911 South Street and 519 W. 7th Street, and instruct the City Clerk to publish notice.

9. Resolution approving preliminary plans, specifications, form of contract, etc., setting the date of bid opening as March 19, 2026, and date of public hearing as April 6, 2026, in conjunction with the FY 2026 Levee Rip Rap Spraying Project, Contract No. 1150, and instruct the City Clerk to publish notice.

10. Resolution approving preliminary plans, specifications, form of contract, etc., setting the date of bid opening as March 26, 2026, and date of public hearing as April 6, 2026, in conjunction with the FY 2026 Asphalt Overlay Program, Contract No. 1143, and instruct the City Clerk to publish notice.

11. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as April 9, 2026, and date of public hearing as April 20, 2026, in conjunction with the 2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract for city-owned lots generally maintained by the Planning and Zoning Department, and instruct the City Clerk to publish notice.

12. Resolution approving preliminary plans, specifications, form of contract, etc., and setting

date of bid opening as March 19, 2026, and date of public hearing as April 6, 2026, in conjunction with the FY26-28 Complaint Mowing with Complaint Snow Removal Contract, and instruct the City Clerk to publish notice.

13. Resolution approving preliminary plans, specifications, form of contract, etc., setting the date of bid opening as March 26, 2026, and date of public hearing as April 6, 2026, in conjunction with the FY 2026 800 Block, Upton Avenue Sanitary and Water Main Extensions Project, Contract No. 1147, and instruct the City Clerk to publish notice.

14. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Matt Construction Inc., of Sumner, Iowa, in the amount of $237,465.11, in conjunction with the FY 2025 South Hills Golf Course Maintenance Building, Contract No. 1130.

15. Resolution approving acceptance of improvements to the North Crossing 3rd and 4th Additions, submitted by K. Cunningham Construction, LLC, of Cedar Falls, Iowa and file a two-year maintenance bond.

16. Resolution approving award of hotel/motel tax council discretionary funds to the Waterloo Municipal Band in the amount of $25,000.00.

17. Motion to approve Change Order No. 2 with Midwest Demolition Contractors Inc., of Walford, Iowa, for a net decrease of $8,425.00, for decreased scope of work for pavement to remain on property located at 310 Upland Drive, in conjunction with Demolition and Site Clearance Services, Contract D-2025-08-01P, and authorizing the Mayor to execute said document.

18. Motion to approve Application for Fireworks Display: Waterloo Bucks Ball Club, June 6 and 13, July 3, 4, 24, and 31, August 1, and 6, 2026, Riverfront Stadium, between 9:30 and 10:00 p.m.

19. Motion to approve the appointment of **Sue Card** from the current Civil Service List to the position of Program Support Specialist in the Community Development department, effective March 3, 2026.

20. Motion to approve the appointment of **Samuel Hansen** from the current Civil Service List to the position of Golf Maintenance II in Leisure Services, effective March 9, 2026.

21. Communication from the Fire Department on the notice of the conclusion of employment of Dwight Paul, Paramedic, effective February 3, 2026, with recommendation of approval of payout of $5,510.18 for unused benefits.

22. Communication from the Fire Department on the notice of the conclusion of employment of James Kieler, Firefighter, effective February 3, 2026, with recommendation of approval of payout of $2,537.32 for unused benefits.

23. Communication from the Leisure Services Department on the notice of the conclusion of employment of Lawrence Harms, Park Maintenance II Crew Leader, effective February 13, 2026, with recommendation of approval of payout of $1,563.33 for unused benefits.

24. Communication from the Leisure Services Department on the notice of the conclusion of

employment of Peter Steuben, Golf Maintenance II, effective February 2, 2026, with recommendation of approval of payout of $7,285.22 for unused benefits.

25. Motion to receive and file Grout Museum funding reports of January 2026.

26. Motion to receive and file Leisure Services Commission Board minutes of January 13, 2026.

27. Motion to receive and file Airport Board minutes of January 21, 2026.

28. **Liquor Licenses**
    Buzz's Bar, 1016 Maynard Avenue, Classd C w/Sunday Sales (Renewal) 03/14/2027.
    Jim Lind Service, 230 E. Ridgeway Avenue, Class C w/Sunday Sales (Renewal) 04/07/2027.
    Jim's Food, 437 Sullivan Avenue, Class E w/Sunday Sales (Renewal) 04/14/2027.
    El Patron Family Mixican Restaurant, 301 E. 4th Street, Class C w/Outdoor Service and Sunday Sales (Renewal) 02/28/2027.
    Maynard Mule, 1016 Maynard Avenue, Classd C w/Sunday Sales (New) 03/14/2027.

29. Bonds.

PUBLIC HEARINGS

1. **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.**

   Motion to receive and file proof of publication of notice of public hearing.
   HOLD HEARING - No comments on file.
   Motion to close the hearing and receive and file oral and written comments.
   Resolution authorizing the sale and conveyance of 718 W. 2nd Street to Iowa Heartland Habitat for Humanity in the amount of $1.00, and authorizing the Mayor and City Clerk to execute said documents.
   Resolution approving a Development Agreement with Iowa Heartland Habitat for Humanity for the construction of one single-family home located at 718 W. 2nd Street, with a $7,500.00 Infill Housing Grant, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Noel Anderson, Community Planning and Development Director

2. **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.**

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

Submitted by: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

1. Resolution approving a Master Professional Services Agreement with Mead and Hunt, Inc., of Madison, Wisconsin, in conjunction with the upcoming Master Plan Project and other planning projects as needed, at costs to be determined, and authorizing the Mayor to execute said document.

   Submitted by: Steven Kjergaard, Director of Aviation

2. Resolution approving a Professional Services Agreement with WHA, Inc., of Cedar Rapids, Iowa, in the amount of $44,902.80, in conjunction with the Broadway Street CMAQ Traffic Signals, Fiber Optic Installation, Broadway Street, US 63 north 4.2 miles to US Highway 218, and authorizing the Mayor to execute said document.

   Submitted by: Randy Bennett, Public Works Division Manager

3. Resolution approving a Professional Services Agreement with WHA, Inc., of Cedar Rapids, Iowa, in the amount of $44,902.80, in conjunction with the Ansborough Avenue CMAQ, Traffic Signal Fiber Optic Installation from Downing Avenue south 2.7 miles to Fischer Drive, and authorizing the Mayor to execute said document.

   Submitted by: Randy Bennett, Public Works Division Manager

4. Resolution approving a Professional Services Agreement with the Iowa Department of Transportation, effective March 2, 2026, in the amount of $135.30 per month with an annual 2.5 percent automatic increase over the next five years, and authorizing the Mayor and City Clerk to execute said agreement.

   Submitted by: Randy Bennett, Public Works Division Manager

5. Resolution approving Supplemental Agreement No. 3, to a Professional Services Agreement with Foth Infrastructure and Environment, LLC, originally executed March 17, 2025, in an amount not to exceed $75,000.00, in conjunction with the FY 2026 Katoski Drive and Huntington Road Reconstruction, Contract No. 1123, and authorizing the Mayor to execute said document.

   Submitted by: Jamie Knutson, City Engineer

6. Resolution approving Supplemental Agreement No. 1 to a Professional Services Agreement with AECOM Technical Services, Inc., Waterloo, Iowa, in the amount of $273,700.00, in conjunction with the Virden Creek Dam and Fletcher Avenue Flood Closure Repair Analyses and Conceptual Design Report, and authorizing the Mayor to execute said document.

   Submitted by: Jamie Knutson, City Engineer

7. Resolution approving construction plans for sanitary sewer serving the San Marnan

Business Park 1st Addition - Phase 2, as submitted by the Clapsaddle-Garber Associates, Inc., Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, and final acceptance of construction plans subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents.

Submitted by: Wayne Castle, PLS, PE, Assistant City Engineer

8. Resolution approving a Professional Services Agreement with Terracon Consultants, Inc., of Cedar Falls, Iowa, in the amount not to exceed $4,500.00 in conjunction with the Sergeant Road Trail Repairs , Contract No. 1091, and authorizing the Mayor and City Clerk to execute said document.

   Submitted by: Jamie Knutson, City Engineer

9. Resolution approving Amendment No. 3 to a Professional Services Agreement with INVISION Architecture, for an increase of $380,000.00 for the renovation of 100 E. 4th Street for the new Waterloo City Hall, and authorizing the Mayor to execute said amendment.

   Submitted by: Noel Anderson, Community Planning and Development Director

10. Resolution approving a Consent and Assignment of Ground Lease between the City of Waterloo, Waterloo Development Corporation and Farmers State Bank, for the new hardcourts facility, located at 205 W. Commercial Street, and authorizing the Mayor to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

11. Resolution approving a Tax Rebate Agreement with Iowa Heartland Community Investment Fund, LLC for unclaimed tax rebates on 301-311 E. 3rd Street, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

12. Resolution approving an Assignment of Rebates and Waiver/Release to Iowa Heartland Community Investment Fund, LLC in conjunction with the Development Agreement with Black Hawk Contracting and Development dated February 17, 2014, for the property located at 301-311 E. 3rd Street, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

13. Resolution in support of an application by The Battery Building, LLC, for the Iowa Workforce Housing Tax Credit Program application to the Iowa Economic Development Authority, to construct up to nineteen new market-rate apartments, located at 217-219 W. 5th Street, including a grant of $600,000.00 and rebates of seventy percent for fifteen years, as approved by City Council by Resolution No. 2025-717, on December 15, 2025.

    Submitted by: Noel Anderson, Community Planning and Development Director

14. Resolution in support of an application by The Battery Building, LLC, for the Iowa Historic Tax Credit Program application to the Iowa Economic Development Authority, to construct

up to nineteen new market-rate apartments and main floor cafe and co-working space, located at 217-219 W. 5th Street, including a grant of $600,000.00, and tax rebates of fifteen years at seventy percent as approved by City Council by Resolution No. 2025-717, on December 15, 2025.

Submitted by: Noel Anderson, Community Planning and Development Director

15. Resolution approving an Acquisition Contract and accepting a Deed to sell real property to the City of Waterloo, with Tim Durham, Reginald Jones, and Henry Jones, in the amount of $213,760.00, for property located at 751 Glenwood Street, and authorizing the Mayor and City Clerk to execute said documents.

    Submitted by: Noel Anderson, Community Planning and Development Director

16. Resolution approving a Development Agreement with Fifth Street Tire, LLC, with a Minimum Assessment Agreement of $567,660.00, and the CURA tax abatement, for the construction of a 2,808 square-foot addition at 500 W. 5th Street, and authorizing the Mayor and City Clerk to execute said document.

    Submitted by: Noel Anderson, Community Planning and Development Director

17. Resolution granting a variance to the requirements of the Subdivision Ordinance in Section 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the final plat of University Plat No. 1, a 2-lot commercial subdivision in the “B-P” Business Park District located north of University Avenue and east of Black Hawk Creek, to allow approval of the Plat of Survey that does not meet all requirements for a preliminary and final plat.

    Submitted by: Noel Anderson, Community Planning and Development Director

18. Resolution approving the request by the City of Waterloo for the final plat of University Plat No. 1, a 2-lot commercial subdivision in the “B-P” Business Park District located north of University Avenue and east of Black Hawk Creek.

    Submitted by: Noel Anderson, Community Planning and Development Director

19. Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the Final Plat of University Plat No. 2, a 3-lot commercial and residential subdivision in the “C-2” Commercial District located west of 3345 University Avenue and 950 Sheerer Avenue, to allow approval of the Plat of Survey that does not meet all requirements for a preliminary and final plat.

    Submitted by: Noel Anderson, Community Planning and Development Director

20. Resolution approving the request by the City of Waterloo for the Final Plat of University Plat No. 2, a 3-lot commercial and residential subdivision in the “C-2” Commercial District located west of 3345 University Avenue and 950 Sheerer Avenue.

    Submitted by: Noel Anderson, Community Planning and Development Director

ORDINANCES

1. **Request by the City of Waterloo to vacate an approximately 72,145 square-foot platted easement located west and north of 2320 W. Airline Highway to allow for**

future development.

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

Submitted by: Noel Anderson, Community Planning and Development Director

2. **Ordinance amending the City of Waterloo Traffic Code by un-reserving Section 420 and adding a new Section 420, Approaching Certain Stationary Vehicles.**

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Traffic Code by un-reserving Section 420 and assigning a new Section 420, Approaching Certain Stationary Vehicles.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt said ordinance.

Submitted by: Aaron McClelland, Captain

3. **Ordinance amending the City of Waterloo Traffic Code by un-reserving Section 421 and adding a new Section 421, Use of Electronic Device while driving.**

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Traffic Code by un-reserving Section 421 and adding a new Section 421, Use of Electronic Device while driving.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt said ordinance.

Submitted by: Aaron McClelland, Captain

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 16, 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 16, 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, Deb Barry, Ward 3 Council Member.

Approval of Agenda as proposed or amended.

Simon/Martin
that the agenda as amended by removing consent agenda item number 10, to be discussed separately, be approved. Voice vote-Ayes: Six. Motion carried.

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

Simon/Martin
that the minutes of the February 2, 2026, Regular Session, as proposed, be approved. Voice vote-Ayes: Six. Motion carried.

CONSENT AGENDA

Simon/Salamanca
that the following items on the consent agenda be received and placed on file, including the payment of bills for February 9, 2026, in the amount of $4,367,652.10, and February 16, 2026, in the amount of $879,559.88, 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. 2026-043.

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.

Resolution adopted and upon approval by Mayor assigned No. 2026-044.

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.

Resolution adopted and upon approval by Mayor assigned No. 2026-045.

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.

Resolution adopted and upon approval by Mayor assigned No. 2026-046.

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.

Resolution adopted and upon approval by Mayor assigned No. 2026-047.

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.

Resolution adopted and upon approval by Mayor assigned No. 2026-048.

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.

Resolution adopted and upon approval by Mayor assigned No. 2026-049.

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.

Resolution adopted and upon approval by Mayor assigned No. 2026-050.

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.

Resolution adopted and upon approval by Mayor assigned No. 2026-051.

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.

This item was removed to consider separately.

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.

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.

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.

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.

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

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

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

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

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

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

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

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

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

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

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

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

Heidi Warrington, Board/Commission: Waterloo Veterans Memorial Hall Commission, Expiration Date: February 16, 2029, [New].

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.

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

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

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.

Bonds.

Consent Agenda Item No. 10.

Simon/Creighton-Smith
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. Roll Call vote-Ayes: Five. Nays: No (Schmitt). Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-052.

Mr. Simon asked for a general clarification of the item.

Randy Bennett, Public Works Division Manager, provided an overview of the change order and what led to the work being done prior to the approval.

Mr. Salamanca commented that this was a costly miscommunication and asked for assurance this would not happen again.

Randy Bennett explained that the cost was not affected by the miscommunication. The work was still needed at the same cost. The miscommunication was that the contractor did not get pre-approval before the work was done.

Mr. Salamanca asked if steps have been taken to ensure this would not happen again.

Randy Bennett confirmed.

Mr. Schmitt asked what would happen if the council does not approve the change order.

Randy Bennett commented that he would advise not to go in that direction because this is work that did need to take place and could possibly have a negative impact on the contract. It could also be devastating to Waterloo Fiber, potentially.

Mr. Schmitt explained his reason for asking and questioned if there are multiple change orders that have been presented.

Randy Bennett provided statistics on the project and said that some of the change orders have been due to new development in the area that was not in place when the project started. He commented that the project is still millions under the initial projected cost.

Ms. Creighton-Smith asked for clarification that we were in the habit of approving things after

the fact.

Randy Bennett stated that he cannot speak to other areas where this has happened, but this is the first time on this project.

PUBLIC HEARINGS

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

Creighton-Smith/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.

David Dreyer, 3145 W. 4th Street, commented that he would like to see what part of town these demolition projects are in, not just the address.

Creighton-Smith/Simon
to close hearing and receive and file oral comments. Voice vote-Ayes: Six. Motion carried.

Creighton-Smith/Simon
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed. Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-053.

Creighton-Smith/Simon
to receive, file, and instruct the City Clerk to read bids. Voice vote-Ayes: Six. Motion carried.

Engineer's Estimate: $115,000.00
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

Creighton-Smith/Martin
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. Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-054.

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.

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

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

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

RESOLUTIONS

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.

Salamanca/Creighton-Smith
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-055.

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.

Salamanca/Creighton-Smith
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-056.

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.

Salamanca/Creighton-Smith
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-057.

Mr. Salamanca requested an overview of the item.

Jamie Knutson, City Engineer, explained that the agenda item is to continue to develop in this area, as the area is in jeopardy of running out of natural gas.

Mayor Boesen added that as businesses come on line and beginning using natural gas, there will be rebates coming back from MidAmerican Energy.

Jamie Knutson explained that International Paper will pay for their own additional gas main.

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.

Creighton-Smith/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-058.

Mayor Boesen questioned who would be responsible for ensuring this basin operates properly.

Jamie Knutson, City Engineer, explained that this is a joint project between the city and the North Crossing developer and the project is being covered under the Development Agreement.

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.

Creighton-Smith/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-059.

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.

Creighton-Smith/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-060.

Mr. Salamanca asked for an overview of the agenda item.

Randy Bennett, Public Works Division Manager, provided an historical overview of the events leading up to entering into a Professional Services Agreement with Strand Associates and how critical this rehabilitation project is.

Mr. Salamanca

Randy Bennett clarified that this is more of a repair but necessary for the system.

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.

Simon/Creighton-Smith
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-061.

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

Simon/Creighton-Smith
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-062.

Ms. Creighton-Smith requested an overview of the signage policy.

Noel Anderson, Community Planning and Development Director, explained that city staff is working with INRCOG and met primarily through the traffic department for a partnership to put up new signs.

Nick Fratzke, INRCOG, 229 E. Park Avenue, shared that through a series of planning studies, one being the Passenger Transportation Study that is updated every five years with the Metropolitan Transit Authority. A lot of the public input identified an issue with many of the potential riders not understanding how the Met Transit system operates. The signage would be placed where existing signage is currently and in areas of high foot traffic and would include a QR Code that could direct non-English-speaking passengers to translation services.

Mr. Salamanca questioned how MET Transit will track the success of the policy and commented that understanding how to utilize MET continues to be an issue for citizens. He asked if it would be better to have bus stops.

Nick Fratzke shared that tracking usage would be available through the QR Code landing page. He further commented that creating designated bus stops would involve regulatory compliance requirements, so he would defer that question to Noel Anderson.

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.

Simon/Creighton-Smith
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-063.

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.

Martin/Simon
Roll Call vote-Ayes: Three. Nays: Three (Schmitt, Salamanca and Simon). Motion Failed. Resolution No. 2026-064.

Mr. Salamanca requested an explanation as to why this project had not yet started despite entering into an agreement one year ago including a six-month extension.

O'Dell Sallis, Idaho Street, explained the reasons for the delays, including getting the right permits for this type of material that had not been used in Iowa before. He stated that the homes will be 100% non-combustible and guaranteed for 200 years. When you build a house with these materials, there will be no mold, and you will not have to worry about having termites. These properties are here to stay.

Mr. Salamanca questioned the process for requesting extensions to a Development Agreement when they have not yet completed Phase 1.

Noel Anderson, Community Planning and Development Director, provided an outline of the housing policy for infill housing projects and shared that the process for an extension is to request an amendment and give staff the information to come back to council for approval.

Mr. Salamanca questioned if this was the first or second request to amend, and when the project was supposed to be completed.

Noel Anderson stated that the original Development Agreement was approved in September 2024, with construction to begin within four months and completed in fourteen months. He reiterated the reasons for the delay as stated by Mr. Sallis and shared that they are hopeful they can begin to move ahead with this amendment.

Ms. Creighton-Smith asked for clarification again that these materials have never been used in this area.

O'Dell Sallis confirmed the materials have been used in other parts of the country, but not in Iowa. He shared that new jobs will be created for people who have not used this material previously and reiterated that these homes are good for the environment.

Mr. Simon asked if the need to train local construction workers to use this material would set him back.

O'Dell Sallis commented that training only takes a day or two and they would be able to construct this fifteen-hundred square foot home in less than two days.

Mr. Simon questioned whether the use of this material had set him back on the first process.

O'Dell Sallis explained that the materials are not holding up the process, the Building and Planning Departments are holding up the project with the delay in getting through the permitting process. He explained that now that everything else has been approved, they need the amendment approved so that they can move forward.

Mr. Simon questioned how much money was received by the Development Agreement.

Noel Anderson explained that $5,000 was received from the developer and everything is ready to move forward.

Mr. Schmitt asked if the delay was more on the end of the city or the developer.

Noel Anderson commented that there was more of a delay during the question and answer period than there normally would not be with a stick-built structure making sure code requirements were met. Additionally, Mr. Sallis came back and asked to change the Development Agreement to transfer for $1.00. He stated that the policy says $5,000 for infill housing, so they stuck with that.

Mr. Schmitt questioned if the delay is typical of what we would extend to other developers.

Noel Anderson confirmed.

Mr. Schmitt requested confirmation from Mr. Sallis that they have been using this material in different parts of the country for quite some time and have developed a track record.

O'Dell Sallis, confirmed.

Mr. Schmitt questioned Noel Anderson if he had confirmed their success in building in other communities.

Noel Anderson commented that he had.

Mr. Salamanca questioned if the projects staff had seen were using the same materials Mr. Sallis is proposing here.

Noel Anderson confirmed.

Mr. Salamanca questioned if city staff had spoken with city officials from the communities where they have built with these materials.

Noel Anderson explained that he had not, and he just reviewed images on their websites.

Mr. Salamanca asked Chief Beck if he had any concern as to the fire rating of this material that has never been used within the city limits of Waterloo.

Bill Beck, Fire Chief, commented that he can only assume that the material is covered by all fire code and international codes whether it be fire, plumbing and electrical, as they are federally mandated. He further commented that they are confident that if a fire is started, they can put it out.

Ms. Creighton-Smith questioned if it is typical practice to contact other cities and talk with their city officials about building projects in their jurisdictions.

Noel Anderson commented that it is not common practice and that they typically just visit websites to view images.

Mayor Boesen commented that his only concern is what caused an eighteen-month delay from the time we approved the development agreement.

Noel Anderson commented that he could get a timeline to show the council.

Mayor Boesen questioned if the property is in a target zone.

Noel Anderson commented that the property is not in a target zone.

O'Dell Sallis provided additional comments on the benefits of the development.

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.

Martin/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-065.

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.

Martin/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-066.

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.

Berry/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-067.

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 Project, and authorizing the Mayor and City Clerk to execute said document.

Berry/Simon
Roll Call vote-Ayes: Six. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2026-068.

ORDINANCES

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.

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

Mr. Schmitt questioned the timeliness of the item.

Noel Anderson, Community Planning and Development Director, commented that he spoke with a representative of the company this morning, and they would like to see this approved today if possible as they are working to go to final plan design.

Simon/Salamanca
to suspend the rules. Roll Call vote-Ayes: Six. Motion carried.

Simon/Martin
to consider and pass for the third time and adopt the ordinance. Roll Call vote-Ayes: Six. Motion carried. Ordinance adopted and upon approval by Mayor assigned No. 5821.

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

Martin/Berry
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. Roll Call vote-Ayes: Six. Motion carried. Ordinance adopted and upon approval by Mayor assigned No. 5822.

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

Martin/Berry
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. Roll Call vote-Ayes: Six. Motion carried. Ordinance adopted and upon approval by Mayor assigned No. 5823.

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

Martin/Berry
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. Roll Call vote-Ayes: Six. Motion carried. Ordinance adopted and upon approval by Mayor assigned No. 5824.

PUBLIC COMMENTS

The following individuals spoke on various subjects.

Ritch Kurtenbach, Black Hawk County Supervisor; Beverly Cosby, 315 Wendell Ct.; Aaron Stacey Roberts, 411 Almond Street;
Darlington Debah, 128 Spieker Road; Chris Hale, Main Street Waterloo Board of Directors

Ms. Creighton-Smith shared that the combined Ward 3 and 4 meetings will not happen this month, but they will resume in March. She shared concern that there is a developer who wants to develop in an area where no one else is interested.

Ms. Berry shared concern over the lack of single-family homes on the north side of town, and said it is troubling that the motion tonight did not pass.

Mr. Salamanca called point of order, and said that, as he understands, we cannot be talking about previous agenda items, and defers to the mayor's and council's judgment. He asked to take a moment to celebrate our city's accomplishments and highlighted a few particulars. He encouraged citizens to reach out with any questions or concerns and committed to engaging the appropriate party or parties to address any issues.

Mr. Simon addressed the comment from the County Supervisor, Ritch Kurtenbach, about understanding your property assessment. He shared that during last year's budget talks he recommended that people visit the courthouse if they felt they were unjustly raised. He applauds Mr. Kurtenbach for bringing his comments forward and letting the people of Waterloo express their concerns.

Mr. Martin commented that on Wednesday evening at 7:00 p.m., the Waterloo East High girls basketball team will be playing against Western Dubuque.

Mr. Schmitt shared that the Columbus boys are going to the State Wrestling Tournament.

Mayor Boesen shared that on April 19, 2026, the Ward 2 League of Women Voters Forum will be held in City Council Chambers, and he encouraged everyone to come meet the candidates.

ADJOURNMENT

Creighton-Smith/Berry
that the council adjourn at 6:56 p.m. Voice vote-Ayes: Six. Motion carried.

_____
Kelley Felchle
City Clerk

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Finance Department	March 2, 2026

AGENDA ITEM TITLE

Resolution setting date of public hearing as March 16, 2026, on the proposition of the issuance of not to exceed $4,000,000.00 General Obligation Bonds (ECP-1), for Essential Corporate Purposes, and instruct the City Clerk to publish notice.

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. Waterloo (181) - PDF Combined Letter of Instruction Fix Dates ECP GCP 2026 GO BONDS
2. Waterloo (181) - ECP-1 Fix Date Proceedings 2026 GO BONDS

3. Waterloo (181) - ECP-1 Notice of Hearing 2026 GO BONDS

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February 16, 2026

VIA E-MAIL

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703
kelley.felchle@waterloo-ia.org

Re: Resolution fixing date of hearings for General Obligation Bonds

Dear Kelley:

Included with this letter are proceedings which fix the date of the public hearings on the issuance of the above-referenced bonds. The proceedings are for the meeting on **Monday, March 2, 2026**. They fix the date of the hearings for **Monday, March 16, 2026.**

These proceedings also direct publication of the notices of public hearing prior to the March 16th meeting. Notice of this meeting must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. As to the Essential Corporate Purpose portion of the issuance, the date of publication is not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the bonds. As to the General Corporate Purpose portions of the issuance, the date of publication is to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of bonds. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded. **We recommend you publish all notices at the same time for convenience and consistency.** They should be published between **March 3rd and March 5th, 2026.**

Additionally, as to the General Corporate Purpose portion of the issuance, at any time before the date of the hearing, a petition may be filed with the Clerk requesting that the issuance of the bonds be submitted to an election. To qualify, a petition must be signed by eligible electors equal to at least ten percent of the number who voted at the last regular municipal election (but not less than ten persons).

If a valid petition is filed, please notify us as soon as possible since the hearing proceedings will have to be revised to cover the action taken by the Council in either abandoning

the proposal to issue the Bonds or directing the County Commissioner to call a special election upon the question of issuing the Bonds.

Appeal to District Court.

Section 384.25 of the Code of Iowa, provides that any resident or property owner of the City may appeal the decision to take additional action to issue the Bonds, to the District Court of a county in which any part of the city is located, within 15 days after such additional action is taken, but that the additional action is final and conclusive unless the court finds that the Council exceeded its authority.

Please send executed electronic scans of each of the proceedings, together with the publisher's affidavits of the publication of notices of hearings. We will send proceedings for the date of hearings in advance of the March 16th meeting. If you have any questions, please do not hesitate to either write or call.

Very truly yours,

Ahlers & Cooney, P.C.

Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb
Enclosures (via email)
cc: LeAnn Even, Deputy City Clerk, City of Waterloo, leann.even@waterloo-ia.org
Bridgett Wood, Finance Director, City of Waterloo, Bridgett.Wood@waterloo-ia.org
Kim Bahr, Financial Analyst, City of Waterloo, kim.bahr@waterloo-ia.org
Randy Bennett, Public Works Director, City of Waterloo randy.bennett@waterloo-ia.org
Nancy Higby, Administrative Secretary, City of Waterloo, Nancy.Higby@waterloo-ia.org
Noel Anderson, Planning & Zoning Director, City of Waterloo, noel.anderson@waterloo-ia.org
Maggie Burger, Speer Financial, mburger@speerfinancial.com
Charlotte Nielsen, Speer Financial, cnielsen@speerfinancial.com

4905-7065-2816-1\11310-181

ITEMS TO INCLUDE ON AGENDA
FOR THE COUNCIL MEETING ON MARCH 2, 2026

CITY OF WATERLOO, IOWA

Not to Exceed $4,000,000 General Obligation Bonds (ECP-1)

- Resolution fixing date for a meeting on the proposition to issue.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

March 2, 2026

The City Council of the City of Waterloo, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ _____.M., on the above date. There were present Mayor Dave Boesen, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $4,000,000 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

Resolution No. ____

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $4,000,000 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed $4,000,000, as authorized by Section 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of the Code, and to publish a notice of the proposal to issue such bonds and of the time and place of the meeting at which the Council proposes to take action for the issuance of the Bonds and to receive oral and/or written objections from any resident or property owner of the City to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA:

Section 1. That this Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ _____.M., on the 16th day of March, 2026, for the purpose of taking action on the matter of the issuance of not to exceed $4,000,000 General Obligation Bonds, for essential corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of traffic control devices; the acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities; the construction, reconstruction, and repair of sidewalks and pedestrian underpasses and overpasses, and the acquisition of real estate needed for such purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, reconstruction, extension and improvement of works and facilities useful for the collection, treatment, and disposal of sewage, surface waters and streams; the acquisition of peace officer communication equipment and other emergency services communication equipment and systems; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance and for the establishment or funding of programs to provide for or assist in providing for the acquisition, restoration, or demolition of housing; the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; the equipping of fire, police and street departments; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the construction and improvement of levees.

Section 2. To the extent any of the projects or activities described in this resolution may be reasonably construed to be included in more than one classification under Subchapter III of Chapter 384 of the Code of Iowa, the Council hereby elects the "essential corporate purpose" classification and procedure with respect to each such project or activity, pursuant to Section 384.28 of the Code of Iowa.

Section 3. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 4. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published between: March 3, 2026 and March 5, 2026)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED $4,000,000 GENERAL OBLIGATION BONDS OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 16th day of March, 2026, at _____ _____.M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed $4,000,000 General Obligation Bonds, for essential corporate purposes, to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of traffic control devices; the acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities; the construction, reconstruction, and repair of sidewalks and pedestrian underpasses and overpasses, and the acquisition of real estate needed for such purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, reconstruction, extension and improvement of works and facilities useful for the collection, treatment, and disposal of sewage, surface waters and streams; the acquisition of peace officer communication equipment and other emergency services communication equipment and systems; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance and for the establishment or funding of programs to provide for or assist in providing for the acquisition, restoration, or demolition of housing; the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; the equipping of fire, police and street departments; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the construction and improvement of levees.

The annual increase in property taxes as the result of the issuance on a residential property with an actual value of one hundred thousand dollars is estimated not to exceed $6.59. This estimate only considers the impact on property taxes of financing authority established by this hearing for the above-described project(s). The bond may be issued in one or more series over a number of years. Finance authority established by this hearing may be combined with additional finance authority, causing the estimate for the annual increase in property taxes for the entire issuance to be greater than the estimate stated herein. Changes in other levies may cause the actual annual increase in property taxes to vary.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Section 384.25 of the Code of Iowa.

Dated this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo,
State of Iowa

(End of Notice)

PASSED AND APPROVED this 2nd day of March, 2026.

_____
Dave Boesen, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Waterloo, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Waterloo, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not to Exceed $4,000,000 General Obligation Bonds) (ECP-1)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2026.

WITNESS my official signature this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo,
State of Iowa

(SEAL)

4935-5751-9760-1\11310-181

(To be published between: March 3, 2026 and March 5, 2026)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED $4,000,000 GENERAL OBLIGATION BONDS OF THE CITY (FOR ESSENTIAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 16th day of March, 2026, at _____ _____.M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed $4,000,000 General Obligation Bonds, for essential corporate purposes, to provide funds to pay the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements; the acquisition, installation, and repair of traffic control devices; the acquisition, construction, improvement, and installation of street lighting fixtures, connections, and facilities; the construction, reconstruction, and repair of sidewalks and pedestrian underpasses and overpasses, and the acquisition of real estate needed for such purposes; the acquisition, construction, reconstruction, enlargement, improvement, and repair of bridges, culverts, retaining walls, viaducts, underpasses, grade crossing separations, and approaches thereto; the acquisition, reconstruction, extension and improvement of works and facilities useful for the collection, treatment, and disposal of sewage, surface waters and streams; the acquisition of peace officer communication equipment and other emergency services communication equipment and systems; the acquisition, restoration, or demolition of abandoned, dilapidated, or dangerous buildings, structures or properties or the abatement of a nuisance and for the establishment or funding of programs to provide for or assist in providing for the acquisition, restoration, or demolition of housing; the acquiring, developing, and improving of a geographic computer data base system suitable for automated mapping and facilities management; the rehabilitation and improvement of parks already owned, including the removal, replacement and planting of trees in the parks, and facilities, equipment, and improvements commonly found in city parks; the equipping of fire, police and street departments; the acquisition, construction, reconstruction, and improvement of all waterways, and real and personal property, useful for the protection or reclamation of property situated within the corporate limits of cities from floods or high waters, and for the protection of property in cities from the effects of flood waters, including the construction and improvement of levees.

The annual increase in property taxes as the result of the issuance on a residential property with an actual value of one hundred thousand dollars is estimated not to exceed $6.59. This estimate only considers the impact on property taxes of financing authority established by this hearing for the above-described project(s). The bond may be issued in one or more series over a number of years. Finance authority established by this hearing may be combined with additional finance authority, causing the estimate for the annual increase in property taxes for the entire issuance to be greater than the estimate stated herein. Changes in other levies may cause the actual annual increase in property taxes to vary.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Section 384.25 of the Code of Iowa.

Dated this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(End of Notice)

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution setting date of public hearing as March 16, 2026, on the proposition of the issuance of not to exceed $969,149.00 General Obligation Bonds (GCP-2), for General Corporate Purposes, and instruct the City Clerk to publish notice.

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. Waterloo (181) - PDF Combined Letter of Instruction Fix Dates ECP GCP 2026 GO BONDS

2. Waterloo (181) - GCP-2 Fix Date Proceedings 2026 GO BONDS
3. Waterloo (181) - GCP-2 Notice of Hearing 2026 GO Bonds

Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Kristin B. Cooper
515.246.0330
kcooper@ahlerslaw.com

February 16, 2026

VIA E-MAIL

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703
kelley.felchle@waterloo-ia.org

Re: Resolution fixing date of hearings for General Obligation Bonds

Dear Kelley:

Included with this letter are proceedings which fix the date of the public hearings on the issuance of the above-referenced bonds. The proceedings are for the meeting on **Monday, March 2, 2026**. They fix the date of the hearings for **Monday, March 16, 2026.**

These proceedings also direct publication of the notices of public hearing prior to the March 16th meeting. Notice of this meeting must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. As to the Essential Corporate Purpose portion of the issuance, the date of publication is not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the bonds. As to the General Corporate Purpose portions of the issuance, the date of publication is to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of bonds. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded. **We recommend you publish all notices at the same time for convenience and consistency.** They should be published between **March 3rd and March 5th, 2026.**

Additionally, as to the General Corporate Purpose portion of the issuance, at any time before the date of the hearing, a petition may be filed with the Clerk requesting that the issuance of the bonds be submitted to an election. To qualify, a petition must be signed by eligible electors equal to at least ten percent of the number who voted at the last regular municipal election (but not less than ten persons).

If a valid petition is filed, please notify us as soon as possible since the hearing proceedings will have to be revised to cover the action taken by the Council in either abandoning

the proposal to issue the Bonds or directing the County Commissioner to call a special election upon the question of issuing the Bonds.

Appeal to District Court.

Section 384.25 of the Code of Iowa, provides that any resident or property owner of the City may appeal the decision to take additional action to issue the Bonds, to the District Court of a county in which any part of the city is located, within 15 days after such additional action is taken, but that the additional action is final and conclusive unless the court finds that the Council exceeded its authority.

Please send executed electronic scans of each of the proceedings, together with the publisher's affidavits of the publication of notices of hearings. We will send proceedings for the date of hearings in advance of the March 16th meeting. If you have any questions, please do not hesitate to either write or call.

Very truly yours,

Ahlers & Cooney, P.C.

Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb
Enclosures (via email)
cc: LeAnn Even, Deputy City Clerk, City of Waterloo, leann.even@waterloo-ia.org
Bridgett Wood, Finance Director, City of Waterloo, Bridgett.Wood@waterloo-ia.org
Kim Bahr, Financial Analyst, City of Waterloo, kim.bahr@waterloo-ia.org
Randy Bennett, Public Works Director, City of Waterloo randy.bennett@waterloo-ia.org
Nancy Higby, Administrative Secretary, City of Waterloo, Nancy.Higby@waterloo-ia.org
Noel Anderson, Planning & Zoning Director, City of Waterloo, noel.anderson@waterloo-ia.org
Maggie Burger, Speer Financial, mburger@speerfinancial.com
Charlotte Nielsen, Speer Financial, cnielsen@speerfinancial.com

4905-7065-2816-1\11310-181

ITEMS TO INCLUDE ON AGENDA
FOR THE COUNCIL MEETING ON MARCH 2, 2026

CITY OF WATERLOO, IOWA

Not to Exceed $969,149 General Obligation Bonds (GCP-2)

- Resolution fixing date for a meeting on the proposition to issue.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

March 2, 2026

The City Council of the City of Waterloo, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ _____.M., on the above date. There were present Mayor Dave Boesen, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $969,149 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

Resolution No. ____

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $969,149 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed $969,149, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Bonds and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA:

Section 1. That this Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ _____.M., on the 16th day of March, 2026, for the purpose of taking action on the matter of the issuance of not to exceed $969,149 General Obligation Bonds, for general corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of downtown parking ramps and garages; the equipping of city utilities, public improvements and city buildings, including the acquisition of vehicles and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 3. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published between: March 3, 2026 and March 5, 2026)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED $969,149 GENERAL OBLIGATION BONDS OF THE CITY (FOR GENERAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 16th day of March, 2026, at _____ _____.M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed $969,149 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of downtown parking ramps and garages; the equipping of city utilities, public improvements and city buildings, including the acquisition of vehicles.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(End of Notice)

PASSED AND APPROVED this 2nd day of March, 2026.

_____
Dave Boesen, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Waterloo, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Waterloo, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not to Exceed $969,149 General Obligation Bonds) (GCP-2)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2026.

WITNESS my official signature this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo,
State of Iowa

(SEAL)

4907-2190-8112-1\11310-181

(To be published between: March 3, 2026 and March 5, 2026)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED $969,149 GENERAL OBLIGATION BONDS OF THE CITY (FOR GENERAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 16th day of March, 2026, at _____ _____.M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed $969,149 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of downtown parking ramps and garages; the equipping of city utilities, public improvements and city buildings, including the acquisition of vehicles.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(End of Notice)

4924-3987-2400-1\11310-181

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Finance Department	March 2, 2026

AGENDA ITEM TITLE

Resolution setting date of public hearing as March 16, 2026, on the proposition of the issuance of not to exceed $969,149.00 General Obligation Bonds (GCP-3), for General Corporate Purposes, and instruct the City Clerk to publish notice.

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. Waterloo (181) - PDF Combined Letter of Instruction Fix Dates ECP GCP 2026 GO BONDS
2. Waterloo (181) - GCP-3 Fix Date Proceedings 2026 GO BONDS

3. Waterloo (181) - GCP-3 Notice of Hearing 2026 GO Bonds

Ahlers & Cooney, P.C.
Attorneys at Law
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
Phone: 515-243-7611
Fax: 515-243-2149
www.ahlerslaw.com

Kristin B. Cooper
515.246.0330
kcooper@ahlerslaw.com

February 16, 2026

VIA E-MAIL

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703
kelley.felchle@waterloo-ia.org

Re: Resolution fixing date of hearings for General Obligation Bonds

Dear Kelley:

Included with this letter are proceedings which fix the date of the public hearings on the issuance of the above-referenced bonds. The proceedings are for the meeting on **Monday, March 2, 2026**. They fix the date of the hearings for **Monday, March 16, 2026.**

These proceedings also direct publication of the notices of public hearing prior to the March 16th meeting. Notice of this meeting must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. As to the Essential Corporate Purpose portion of the issuance, the date of publication is not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the bonds. As to the General Corporate Purpose portions of the issuance, the date of publication is to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of bonds. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded. **We recommend you publish all notices at the same time for convenience and consistency.** They should be published between **March 3rd and March 5th, 2026.**

Additionally, as to the General Corporate Purpose portion of the issuance, at any time before the date of the hearing, a petition may be filed with the Clerk requesting that the issuance of the bonds be submitted to an election. To qualify, a petition must be signed by eligible electors equal to at least ten percent of the number who voted at the last regular municipal election (but not less than ten persons).

If a valid petition is filed, please notify us as soon as possible since the hearing proceedings will have to be revised to cover the action taken by the Council in either abandoning

the proposal to issue the Bonds or directing the County Commissioner to call a special election upon the question of issuing the Bonds.

Appeal to District Court.

Section 384.25 of the Code of Iowa, provides that any resident or property owner of the City may appeal the decision to take additional action to issue the Bonds, to the District Court of a county in which any part of the city is located, within 15 days after such additional action is taken, but that the additional action is final and conclusive unless the court finds that the Council exceeded its authority.

Please send executed electronic scans of each of the proceedings, together with the publisher's affidavits of the publication of notices of hearings. We will send proceedings for the date of hearings in advance of the March 16th meeting. If you have any questions, please do not hesitate to either write or call.

Very truly yours,

Ahlers & Cooney, P.C.

Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb
Enclosures (via email)
cc: LeAnn Even, Deputy City Clerk, City of Waterloo, leann.even@waterloo-ia.org
Bridgett Wood, Finance Director, City of Waterloo, Bridgett.Wood@waterloo-ia.org
Kim Bahr, Financial Analyst, City of Waterloo, kim.bahr@waterloo-ia.org
Randy Bennett, Public Works Director, City of Waterloo randy.bennett@waterloo-ia.org
Nancy Higby, Administrative Secretary, City of Waterloo, Nancy.Higby@waterloo-ia.org
Noel Anderson, Planning & Zoning Director, City of Waterloo, noel.anderson@waterloo-ia.org
Maggie Burger, Speer Financial, mburger@speerfinancial.com
Charlotte Nielsen, Speer Financial, cnielsen@speerfinancial.com

4905-7065-2816-1\11310-181

ITEMS TO INCLUDE ON AGENDA
FOR THE COUNCIL MEETING ON MARCH 2, 2026

CITY OF WATERLOO, IOWA

Not to Exceed $969,149 General Obligation Bonds (GCP-3)

- Resolution fixing date for a meeting on the proposition to issue.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

March 2, 2026

The City Council of the City of Waterloo, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ _____.M., on the above date. There were present Mayor Dave Boesen, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $969,149 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

Resolution No. ____

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $969,149 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed $969,149, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Bonds and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA:

Section 1. That this Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ _____.M., on the 16th day of March, 2026, for the purpose of taking action on the matter of the issuance of not to exceed $969,149 General Obligation Bonds, for general corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the construction, reconstruction, enlargement, improvement and equipping of city hall, recreational buildings, fire stations, police stations, downtown parking ramps, libraries and other public buildings, including security and technology upgrades; the construction, reconstruction, improvement, renovation and equipping of public works garages and facilities and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 3. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published between: March 3, 2026 and March 5, 2026)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED $969,149 GENERAL OBLIGATION BONDS OF THE CITY (FOR GENERAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 16th day of March, 2026, at _____ _____.M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed $969,149 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the construction, reconstruction, enlargement, improvement and equipping of city hall, recreational buildings, fire stations, police stations, downtown parking ramps, libraries and other public buildings, including security and technology upgrades; the construction, reconstruction, improvement, renovation and equipping of public works garages and facilities.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(End of Notice)

PASSED AND APPROVED this 2nd day of March, 2026.

_____
Dave Boesen, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Waterloo, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Waterloo, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not to Exceed $969,149 General Obligation Bonds) (GCP-3)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2026.

WITNESS my official signature this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo,
State of Iowa

(SEAL)

4919-9671-4384-1\11310-181

(To be published between: March 3, 2026 and March 5, 2026)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED $969,149 GENERAL OBLIGATION BONDS OF THE CITY (FOR GENERAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 16th day of March, 2026, at _____ _____.M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed $969,149 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the construction, reconstruction, enlargement, improvement and equipping of city hall, recreational buildings, fire stations, police stations, downtown parking ramps, libraries and other public buildings, including security and technology upgrades; the construction, reconstruction, improvement, renovation and equipping of public works garages and facilities.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(End of Notice)

4937-6658-3184-1\11310-181

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Finance Department	March 2, 2026

AGENDA ITEM TITLE

Resolution setting date of public hearing as March 16, 2026, on the proposition of the issuance of not to exceed $969,149.00 General Obligation Bonds (GCP-4), for General Corporate Purposes, and instruct the City Clerk to publish notice.

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. Waterloo (181) - PDF Combined Letter of Instruction Fix Dates ECP GCP 2026 GO BONDS
2. Waterloo (181) - GCP-4 Fix Date Proceedings 2026 GO BONDS

3. Waterloo (181) - GCP-4 Notice of Hearing 2026 GO Bonds

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Des Moines, Iowa 50309-2231
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www.ahlerslaw.com
Kristin B. Cooper
515.246.0330
kcooper@ahlerslaw.com

February 16, 2026

VIA E-MAIL

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703
kelley.felchle@waterloo-ia.org

Re: Resolution fixing date of hearings for General Obligation Bonds

Dear Kelley:

Included with this letter are proceedings which fix the date of the public hearings on the issuance of the above-referenced bonds. The proceedings are for the meeting on **Monday, March 2, 2026**. They fix the date of the hearings for **Monday, March 16, 2026.**

These proceedings also direct publication of the notices of public hearing prior to the March 16th meeting. Notice of this meeting must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. As to the Essential Corporate Purpose portion of the issuance, the date of publication is not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the bonds. As to the General Corporate Purpose portions of the issuance, the date of publication is to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of bonds. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded. **We recommend you publish all notices at the same time for convenience and consistency.** They should be published between **March 3rd and March 5th, 2026.**

Additionally, as to the General Corporate Purpose portion of the issuance, at any time before the date of the hearing, a petition may be filed with the Clerk requesting that the issuance of the bonds be submitted to an election. To qualify, a petition must be signed by eligible electors equal to at least ten percent of the number who voted at the last regular municipal election (but not less than ten persons).

If a valid petition is filed, please notify us as soon as possible since the hearing proceedings will have to be revised to cover the action taken by the Council in either abandoning

the proposal to issue the Bonds or directing the County Commissioner to call a special election upon the question of issuing the Bonds.

Appeal to District Court.

Section 384.25 of the Code of Iowa, provides that any resident or property owner of the City may appeal the decision to take additional action to issue the Bonds, to the District Court of a county in which any part of the city is located, within 15 days after such additional action is taken, but that the additional action is final and conclusive unless the court finds that the Council exceeded its authority.

Please send executed electronic scans of each of the proceedings, together with the publisher's affidavits of the publication of notices of hearings. We will send proceedings for the date of hearings in advance of the March 16th meeting. If you have any questions, please do not hesitate to either write or call.

Very truly yours,

Ahlers & Cooney, P.C.

Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb
Enclosures (via email)
cc: LeAnn Even, Deputy City Clerk, City of Waterloo, leann.even@waterloo-ia.org
Bridgett Wood, Finance Director, City of Waterloo, Bridgett.Wood@waterloo-ia.org
Kim Bahr, Financial Analyst, City of Waterloo, kim.bahr@waterloo-ia.org
Randy Bennett, Public Works Director, City of Waterloo randy.bennett@waterloo-ia.org
Nancy Higby, Administrative Secretary, City of Waterloo, Nancy.Higby@waterloo-ia.org
Noel Anderson, Planning & Zoning Director, City of Waterloo, noel.anderson@waterloo-ia.org
Maggie Burger, Speer Financial, mburger@speerfinancial.com
Charlotte Nielsen, Speer Financial, cnielsen@speerfinancial.com

4905-7065-2816-1\11310-181

ITEMS TO INCLUDE ON AGENDA
FOR THE COUNCIL MEETING ON MARCH 2, 2026

CITY OF WATERLOO, IOWA

Not to Exceed $969,149 General Obligation Bonds (GCP-4)

- Resolution fixing date for a meeting on the proposition to issue.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

March 2, 2026

The City Council of the City of Waterloo, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ _____.M., on the above date. There were present Mayor Dave Boesen, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $969,149 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the resolution duly adopted as follows:

Resolution No. ____

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED $969,149 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed $969,149, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed $969,149; and

WHEREAS, before the Bonds may be issued, it is necessary to comply with the provisions of Chapter 384 of the Code of Iowa, and to publish a notice of the proposal to issue such Bonds and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA:

Section 1. That this Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ _____.M., on the 16th day of March, 2026, for the purpose of taking action on the matter of the issuance of not to exceed $969,149 General Obligation Bonds, for general corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the construction, reconstruction, enlargement, improvement and equipping of recreational buildings, recreational grounds, golf courses, parks and public buildings, including for Young Arena and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Bonds.

Section 3. The notice of the proposed action to issue bonds shall be in substantially the following form:

(To be published between: March 3, 2026 and March 5, 2026)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED $969,149 GENERAL OBLIGATION BONDS OF THE CITY (FOR GENERAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 16th day of March, 2026, at _____ _____.M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed $969,149 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the construction, reconstruction, enlargement, improvement and equipping of recreational buildings, recreational grounds, golf courses, parks and public buildings, including for Young Arena.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(End of Notice)

PASSED AND APPROVED this 2nd day of March, 2026.

_____
Dave Boesen, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned City Clerk of the City of Waterloo, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Waterloo, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not to Exceed $969,149 General Obligation Bonds) (GCP-4)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2026.

WITNESS my official signature this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo,
State of Iowa

(SEAL)

4902-8511-0672-1\11310-181

(To be published between: March 3, 2026 and March 5, 2026)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER OF THE PROPOSED ISSUANCE OF NOT TO EXCEED $969,149 GENERAL OBLIGATION BONDS OF THE CITY (FOR GENERAL CORPORATE PURPOSES), AND THE HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 16th day of March, 2026, at _____ _____.M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed $969,149 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the construction, reconstruction, enlargement, improvement and equipping of recreational buildings, recreational grounds, golf courses, parks and public buildings, including for Young Arena.

At any time before the date of the meeting, a petition, asking that the question of issuing such Bonds be submitted to the legal voters of the City, may be filed with the Clerk of the City in the manner provided by Section 362.4 of the Code of Iowa, pursuant to the provisions of Section 384.26 of the Code of Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the Council will at the meeting or at any adjournment thereof, take additional action for the issuance of the Bonds or will abandon the proposal to issue said Bonds.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Section 384.26 of the Code of Iowa.

Dated this _____ day of _____, 2026.

_____
Kelley Felchle, City Clerk, City of Waterloo, State of Iowa

(End of Notice)

4927-4402-4976-1\11310-181

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Community Development Department

MEETING DATE
March 2, 2026

AGENDA ITEM TITLE
Resolution setting date of public hearing as March 16, 2026 to approve the submission of the Consolidated Annual Performance Evaluation Report to the U.S. Department of Housing and Urban Development.

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	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	March 2, 2026

AGENDA ITEM TITLE

Resolution setting date of public hearing as March 16, 2026, to approve a request by 205 E. 4th, LLC, to designate 501 Sycamore Street as a locally designated historic landmark, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The applicant is requesting to locally designate 501 Sycamore Street as a historic building. 501 Sycamore is commonly called the Black's building. The first part of the building was built in 1914. That part was 8 stories tall. An 8 story addition was built in 1929. In 1956, a 3 story addition was added.

The Blacks building is part of the East Commercial Historic District, and is a key part of the downtown.

This request is to have the entire building be locally designated as a historic building. This will allow for the company to apply to receive state historic tax credits for their redevelopment project for the Black's Building.

The Historic Preservation Commission unanimously recommended approval at their meeting on January 20, 2026.

The Planning, Programming, and Zoning Commission unanimously recommended approval at their meeting on February 10, 2026.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

The Historic Preservation Commission unanimously recommended approval at their meeting on January 20, 2026. The Planning, Programming, and Zooning Commission unanimously

recommended approval at their meeting on February 10, 2026.

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Staff report- 501 Sycamore Historic Designation
2. Part1_SiteForm_JamesBlackDryGoods_Waterloo_IA
3. LocalLandmarkApp_Photos_BlacksDryGoods
4. LocalLandmarkApp_HPhotos_BlacksDryGoods
5. Part1_Assessor_JamesBlackDryGoods_Waterloo_IA

CITY OF WATERLOO
Planning & Zoning

TO:	Planning, Programming, and Zoning Commission
PREPARER:	Joseph Geilman, Planner I
PZ MEETING DATE:	February 10, 2026
REQUEST:	Local historic designation of 501 Sycamore Street.
APPLICANT:	205 E. 4th LLC
LOCATION:	501 Sycamore Street (the Black's Building).

STAFF ANALYSIS:	The applicant is requesting to locally designate 501 Sycamore Street as a historic building. 501 Sycamore is commonly called the Black's building. The first part of the building was built in 1914. That part was 8 stories tall. An 8 story addition was built in 1929. In 1956, a 3 story addition was added. The Blacks building is part of the East Commercial Historic District, and is a key part of the downtown. This request is to have the entire building be locally designated as a historic building. This will allow for the company to apply to receive state historic tax credits for their redevelopment project with the Black's Building.
HISTORIC PRESERVATION COMMISSION	The Historic Preservation Commission unanimously recommended approval at their meeting on January 20, 2026.
PLANNING, PROGRAMMING AND ZONING COMMISSION:	The Planning, Programming, and Zoning Commission unanimously recommended approval at their meeting on February 10, 2026.

Picture 1: Looking from East 4th Street at the Black's Building.

STAFF RECOMMENDATION: Therefore, staff recommends that the request by 205 E 4th, LLC to designate 501 Sycamore Street (The Black's Building) as a Locally Designated Historic Landmark, be approved for the following reasons:

1. The building is an important historical feature of Downtown Waterloo and the East Commercial Historic District

Iowa Site Inventory Form

State Historic Preservation Office
(January 2016)

State Inventory Number: 07-0009581 ☐ New ☒ Supplemental
9-Digit SHPO Review & Compliance (R&C) Number: _____
☐ Non-extant Year: _____

***Read the Iowa Site Inventory Form Instructions carefully**, to ensure accuracy and completeness before completing this form. The instructions are available on our website.*

- **Property Name**

A) Historic name: James Black Dry Goods Co.

B) Other names: Black's; Sycamore 501

- **Location**

A) Street address: 501 Sycamore Street
B) City or town: Waterloo. (☐ Vicinity) County: Black Hawk
C) Legal description:
Rural: Township Name:_____ Township No.:_____ Range No.:_____ Section:_____ Qtr:_____ of Qtr: _____
Urban: Subdivision: OT Block(s): 13 Lot(s): Part L7/all L8-10

- **Classification**

A) Property category: *Check only one*
☒ Building(s)
☐ District
☐ Site
☐ Structure
☐ Object

B) Number of resources (within property):

If eligible property, enter number of: Contributing		Noncontributing	*If non-eligible property, enter number of:*	
1	Buildings	__	__	Buildings
__	Sites	__	__	Sites
__	Structures	__	__	Structures
	Objects			Objects
1	**Total**	0	0	**Total**

C) For properties listed in the National Register:
National Register status: ☒ Listed ☐ De-listed ☐ NHL ☐ NPS DOE

D) For properties within a historic district:
☒ Property contributes to a National Register or local certified historic district.
☐ Property contributes to a potential historic district, based on professional historic/architectural survey and evaluation.
☐ Property *does not* contribute to the historic district in which it is located.

Historic district name: Waterloo East Commercial HD Historic district site inventory number: 0011465

E) Name of related project report or multiple property study, *if applicable:*
MPD title n/a
Historical Architectural Data Base # _____

- **Function or Use** *Enter categories (codes and terms) from the Iowa Site Inventory Form Instructions*

A) Historic functions	**B) Current functions**
02E03 COMMERCE/TRADE/dry goods	02A01 COMMERCE/TRADE/office building
02A01 COMMERCE/TRADE/office building	70 VACANT/NOT IN USE
02F04 COMMERCE/TRADE/department store	_____

- **Description** *Enter categories (codes and terms) from the Iowa Site Inventory Form Instructions*

A) Architectural classification	**B) Materials**
06E LATE 19TH& EARLY 20TH CENTURY REVIVALS/Late Gothic Revival	Foundation (visible exterior): _____
	Walls (visible exterior): 03 BRICK
08 MODERN MOVEMENT	Roof: _____
_____	Other: 07 TERRA COTTA

C) Narrative description ☒ *SEE CONTINUATION SHEETS, WHICH MUST BE COMPLETED*

Site Number: 07-0009581 Address: 501 Sycamore Street City: Waterloo. County: Black Hawk

- **Statement of Significance**

A) Applicable National Register Criteria: *Mark your opinion of eligibility after applying relevant National Register criteria*

Criterion A: Property is associated with significant events.	☒ Yes	☐ No	☐ More research recommended
Criterion B: Property is associated with the lives of significant persons.	☐ Yes	☒ No	☐ More research recommended
Criterion C: Property has distinctive architectural characteristics.	☒ Yes	☐ No	☐ More research recommended
Criterion D: Property yields significant information in archaeology/history.	☐ Yes	☒ No	☐ More research recommended

B) Special criteria considerations: *Mark any special considerations; leave blank if none*

☐ A: Owned by a religious institution or used for religious purposes.
☐ B: Removed from its original location.
☐ C: A birthplace or grave.
☐ D: A cemetery
☐ E: A reconstructed building, object, or structure.
☐ F: A commemorative property.
☐ G: Property less than 50 years of page or achieved significance within the past 50 years.

C) Areas of significance
Enter categories from instructions
ARCHITECTURE

SOCIAL HISTORY

D) Period(s) of significance

1914-1959

E) Significant dates
Construction date
1914 ☐ *check if circa or estimated date*
Other dates, including renovations
1929/1956

F) Significant person
Complete if Criterion B is marked above

G) Cultural affiliation
Complete if Criterion D is marked above

H) Architect/Builder
Architect
Clinton P. Shockley
Builder/contractor
H.A. Maine

I) Narrative statement of significance ☒ *SEE CONTINUATION SHEETS, WHICH MUST BE COMPLETED*

- **Bibliography** ☒ *See continuation sheets for the list research sources used in preparing this form*
- **Geographic Data** *Optional UTM references* ☐ *See continuation sheet for additional UTM or comments*

	Zone	Easting	Northing	NAD		Zone	Easting	Northing	NAD
1					2				
3					4				

- **Form Preparation**

Name and Title: Alexa McDowell/Architectural Historian Date: 10/20/2025
Organization/firm: A.KAY Consulting E-mail: akaymcd@hotmail.com
Street address: 520 40th Street Telephone: 515-491-5432
City or Town: Waterloo State: IA Zip code: 50312

- **ADDITIONAL DOCUMENTATION** *Submit the following items with the completed form*

A) ***For all properties, attach the following,*** *as specified in the Iowa Site Inventory Form Instructions:*

1. Map of property's location within the community.
2. Glossy color 4x6 photos labeled on back with property/building name, address, date taken, view shown, and unique photo number.
3. Photo key showing each photo number on a map and/or floor plan, using arrows next top each photo number to indicate the location and directional view of each photograph.
4. Site plan of buildings/structures on site, identifying boundaries, public roads, and building/structure footprints.

B) ***For State Historic Tax Credit Part 1 Applications, historic districts and farmsteads, and barns:***
See lists of special requirements and attachments in the Iowa Site Inventory Form Instructions.

State Historic Preservation Office (SHPO) Use Only Below This Line

The SHPO has reviewed the Site Inventory and concurs with above survey opinion on National Register eligibility:
☐ *Yes* ☐ *No* ☐ *More research recommended*
☐ *This is a locally designated property or part of a locally designated district.*

Comments:

SHPO authorized signature: *Date:*

James Black Dry Goods Co.	Black Hawk
Name of Property	County
501 Sycamore Street	Waterloo.
Address	City

PROPERTY DESCRIPTION

James Black Dry Goods Co. is a large-scale, steel-frame and concrete building comprised of the 1914, 100-by 140-foot, eight-story building, with a 200,000-square foot, eight-story addition placed in service in 1929, and a three-story addition placed in service in 1956. The building's exterior character is defined by its monumental scale, prominent corner site, masonry cladding (stone, brick, and terracotta), ground level storefronts, abundant use of windows on the primary façades, and Gothic arches used on the primary (south) entrance and the eighth-floor windows. The building interior remains defined by floor plans that reflect the historic function (particularly at first, mezzanine, sixth, seventh, and eighth floors) and the historic ceiling heights retained on first floor, mezzanine, and eighth floor (dropped ceilings on the other floors are reversible). Ceiling height is a particularly significant element of the interior character on the first floor where the nineteen-foot height creates a soaring volume experienced at both the first floor and mezzanine levels. Additionally, significant historic finishes and features are retained on the interior including plaster finish columns throughout, ornate capitals on the first and 8th floor columns, mezzanine railing, English marble cladding in the main stair wells, Art Deco inspired finishes in the 1928 Sycamore Street entrance lobby, travertine and flooring in the 1956 addition, and ornate crown molding on the eighth floor. Generally, the resource retains historic integrity of location, setting, association, design, materials, workmanship, and feeling.

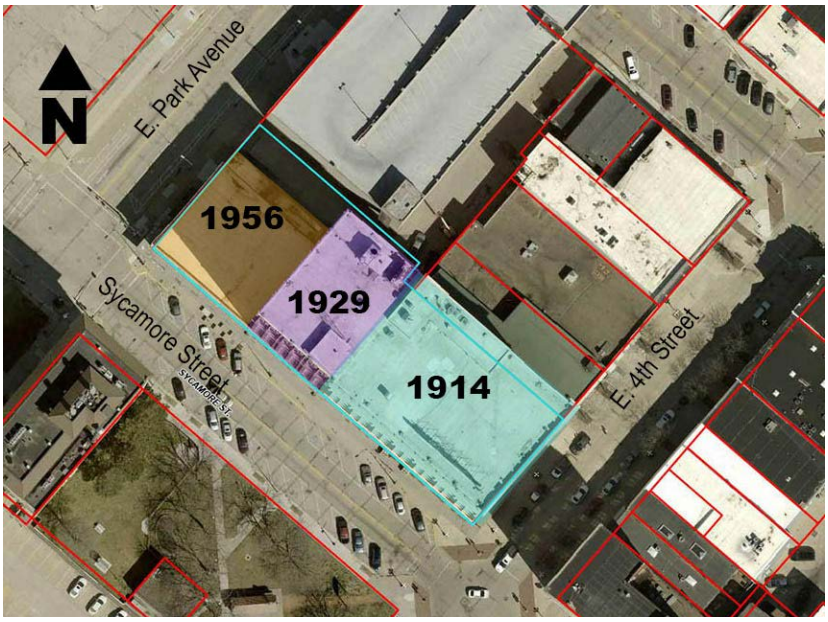

Figure 01. Aerial map keyed to show the building sections with placed-in-service dates noted.

James Black Dry Goods Co.	Black Hawk
Name of Property	County
501 Sycamore Street	Waterloo.
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Site Description

James Black Dry Goods Co. (hereafter, Black's) is located in Waterloo, Iowa, the county seat of Black Hawk County, in northeastern Iowa. The city is bisected by the diagonally running Cedar River, which cuts through the heart of the original town, splitting the historic commercial center. The resource is located on the east side of the Cedar River, just two blocks from the head of the Fourth Street Bridge which connects the east and west sections of the downtown. The blocks adjacent to the river are laid out parallel to the path of the waterway, resulting in a plat set on the diagonal. For ease of understanding, directional references in this text will utilize the cardinal directions.

Black's is located in the National Register listed "Waterloo East Commercial Historic District", the boundaries of which embrace two-plus blocks of resources fronting E. Fourth Street from just south of Sycamore Street on the west to Mulberry Street on the east, plus resources along the intersecting streets of Sycamore, Lafayette, and Mulberry Streets between Park Avenue on the north and E. Fifth Street on the south (Map 04). Because the 1956 addition to Black's involved the subsumption of an existing, late nineteenth century commercial building, the district nomination counted that portion of the Black's building as its own resource, separate from the 1914/1929 building. However, because there is a strong and demonstrable, historical functional relationship between the 1914/1929 building and the building that became an integrated portion of Black's in 1956, the resource is counted here as a single building, which in its entirety contributes to the significance of the historic district.

The resource is located on a quarter-block site at the southwest corner of E. Fourth and Sycamore Streets; the current address is 501 Sycamore Street. The building footprint occupies the full extent of the property parcel except for an approximately 2,500-square foot strip at the northeast corner of the parcel, abutting the alley. The site is bounded by E. Fourth Street on the south, Sycamore Street on the west, Park Avenue on the north, and (for the majority of its length) the adjacent commercial building on the east.

The site is generally flat and devoid of vegetation (there is no City-mandated vegetative landscaping at this particular location). A wide public sidewalk runs the perimeter of the building and flush to the building on the south and west. City light posts are located on the south (two posts – both historic in character) and the west (four, one of which is historic in character, the others are contemporary in character). A public alley runs along the east wall of the building, near the north end. The alley turns mid-block to empty onto Lafayette Street on the east.

Building Description

As noted, Black's is a large-scale, masonry clad, steel-frame and concrete building comprised of the 1914, 100- by 140-foot, eight-story building, with a 200,000-square foot, eight-story addition placed in

service in 1929, and a three-story addition placed in service in 1956. Located on a prominent corner site, the building has two primary facades which face E. Fourth Street on the south and Sycamore Street on the west. The south, west, and north elevations are organized into stories and bays through changes in masonry and the arrangement of window openings.

The eight stories of the building are defined by changes in masonry cladding. From ground level to the bottom of the second floor, the exterior is clad in a stone of a creamy color with prominent beltcourses marking the transitions from first to mezzanine level and from mezzanine to second floor. A taupe-colored brick clads the exterior from the upper beltcourse through the sixth floor where it is terminated by a deep stone beltcourse aligned with the underside of the seventh-floor windows. The upper two stories combine the use of the taupe-colored brick with terra cotta used to create a window surround that visually unites the seventh and eighth floor windows. The terra cotta is relatively simple in ornamental features, limiting details to the stepping heading molding of the eighth-floor Gothic arch window and a recessed panel in the area between the floors. Elsewhere, however, terra cotta is used to enhance the elegance of the building's overall design character. The building cornice features a crenellated parapet with terra cotta coping, staggered inset panels of terra cotta that feature a quatrefoil design; two-story reed pilasters located to frame the bays, which are integrated with the beltcourse on the bottom and terminated by a large relief element where they meet the overhanging cornice; and, four shields with a large B that are part of the building cornice at the bays located at either end of the building's two facades.

Masonry cladding of the 1929 addition was designed to match the original building with intentional variation. In general, the addition aligns with the original building floor by floor with belt courses used to organize the façade horizontally. From grade through the mezzanine, the creamy stone used on the original building extends seamlessly through the addition. Floors two through six use a taupe-colored brick that is slightly darker than used on the original. The upper two stories used brick and stone, not terra cotta. Also, the addition plays with the reed pilaster form employed on the original building, extending the pilasters from slightly above the roof parapet, through the seventh floor beltcourse to the second floor beltcourse where the pilasters are an integrated feature. These finishes carry around to the north elevation.

The 1956 addition, an early twentieth century brick building, now sports exterior cladding designed to be sympathetic to the stone used on the lower floors of the rest of building. When subsumed by Black's, the west elevation was covered by a monolithic (windowless) covering with the only element breaking the mass of the wall being a large sign bearing the store's name. The north elevation was not covered. Rather, the original brick and upper story windows remained exposed; the brick appears to have been painted to match the west slipcover. The 1956 covering was removed in ca.2008 and the existing cladding represents that renovation. Like the main building, the 1956 addition incorporates a masonry beltcourse between the upper stories.

James Black Dry Goods Co.	Black Hawk
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The south façade (fronting E. 4th Street) is the primary façade of the original building with alterations made at various times in the building's history. The façade is arranged in five bays from ground through the eighth floor.

Ground floor bays are occupied by the primary entrance in the center bay with two storefronts filling the bays on either side. The primary entrance features a blue Bedford stone surround with a Gothic arch form and the building name plate noting "The James Black Dry Goods Co". The original revolving doors were replaced at an undetermined time. Today the opening is filled by a contemporary storefront system: black, metal frame with a double-leaf door flanked by wide sidelights and surmounted by a two-tier transom shaped to fill the original opening. The entrance system is set back in the opening to maintain the historic depth and decorative elements, including a set of four bosses located on the underside of the Gothic arch opening. The storefronts are also contemporary replacements that use a similar black metal system comprised of three, large display windows that extend from an approximate four-inch sill to the underside of a rigid awning. A two-light transom is located above the awning.

At the mezzanine level through the eighth floor, each of the five bays is occupied by two windows; all but one window (at the eighth floor) are non-POS replacements. The windows are metal frame, with paired, faux double-hungs surmounted by a single transom; the transom is opaque to disguise the dropped ceiling on the interior. This configuration changes slightly at the eighth floor where the transom is replaced by a panel infill with a Gothic arch. The sole remaining original (or replicated) window is located in the west half of the middle bay. The window is a wood frame double-hung with a one-over-one light configuration; the upper sash features a Gothic arch form. An historic photograph of the original building confirms this is the original window form.

The 1914 portion of the west façade follows the organization rhythm and fenestration arrangement established on the south. The façade is arranged in seven bays, each housing a single storefront or entrance at grade and two windows at each of the upper floors. The storefronts are consistent in materials and configuration as those described of the south as are the upper story windows. A secondary entrance – located in the fourth bay from the south – is likewise fitted with a contemporary, black metal frame system. It features a double-leaf door offset to the north with a wide sidelight on the south. On the upper stories, nine windows at the eighth floor have been rehabilitated or replicated to match the original windows. All are wood frame double-hungs with a one-over-one light configuration; the upper sashes feature a Gothic arch form.

The west façade of the 1929 addition is organized into six bays housing two storefronts and the primary Sycamore Street entrance at ground level and one window per bay at the upper stories. The storefronts are consistent in materials and configuration as those described of the 1914 west façade. The Sycamore Street entrance – a primary entrance since completion of the 1929 addition – extends to the outer edges of the adjacent storefronts to create an entrance surround. The surround is pink and gray mottled granite wall cladding with a blue stone base. The entrance itself is a black metal frame system with

double-leaf doors flanked by a single-leaf door (on the north) and a sidelight (on the south). Vertical framing elements of gold metal separate the primary elements of the entrance. A small, fixed display window is cut into the granite south of the entrance doors. The width of the configuration does not fill the width of the bay as revealed by the misalignment with the transom in this bay, creating an asymmetrical arrangement within this ground floor bay.

The fenestration of the addition's upper stories is likewise consistent with the original building through the seventh floor. At the eighth floor, the historic windows have been rehabilitated or replicated. They are wood frame, double-hungs with a one-over-one light configuration. The treatment of the upper wall of the addition resulted in larger window openings at the eighth floor, which was resolved by use of a transom surmounting the double-hung sash. The transom is wood frame with a four-light configuration and a Gothic arch form.

The west elevation of the three-story 1956 addition is arranged in five bays, articulated by the placement of fenestration. At the ground floor, each bay is occupied by a storefront or entrance, the character of which is consistent with the eight-story portion of the building: black, metal frame with multi-fixed-light display windows. The upper story windows are paired, metal clad, double-hungs that date to the ca.2008 remodel.

The character of the 1956 addition's north elevation is consistent with its west. The elevation is organized in four bays (consistent with the 1956 character) with openings at both second and third floor occupied by one-over-one double-hungs in the outer bays and by single leaf doors in the center bays; steel balconies extend from the building at the center bays. The ground floor retains a storefront system in the west two bays (consistent with the 1956 arrangement) with windows located in new openings in the east two bays. A one-story, single bay with a pair of windows and a single-leaf door terminates the addition on the east.

The north elevation of the 1929 addition (floors three through eight) is arranged in eight bays with windows and details consistent with the west elevation. Several original windows are retained on the north elevation, particularly at floors five through eight. At all but the eighth floor, the windows are double-hung with a three-over-three light configuration. The eighth-floor windows are consistent with those on the west: one-over-one double-hung surmounted by a five-light transom with Gothic arch form.

The character of the building's east elevation reflects its secondary role in the building's exterior hierarchy: brick is secondary grade and the elevation lacks applied ornament. Windows are consistent with the other elevations, though use of the eighth floor, Gothic arch window is limited to the north two bays. The majority of windows on the elevation have been replaced, but several original windows (including the two Gothic arch windows) are retained. A service bay with dock is located on the ground floor and the city's skywalk system connects the building to the parking garage on the east.

As noted, a rigid awning extends across the primary (south) façade, breaking at the primary entrance; the awning dates to the 1956 addition and remodeling of the building. The approximately eight-foot-deep awning has an angled form, decreasing in thickness from its point of attachment at the building to the outer edge. This form creates an angle when viewed from the outer edge. From the south façade, the awning extends north along the west wall to the end of the 1929 addition. At that point, the 1956 awning has been replaced by a flat, steel structure with support brackets and chain anchors. The replacement likely occurred concurrent with the ca.2008 remodel when the work to re-open windows and install exterior cladding would have required removal of the 1956 awning.

In general, the building retains historic integrity as it relates to exterior design and materials. The eight-story building retains the significant features dating to the period of significance, including finishes (brick, stone, and terra cotta), many original windows, rhythm of the facades as created through the organizational system and arrangement of materials, and decorative elements. Although the design character of the 1956 addition contrasts with the eight-story building, the exterior remains an integrated resource through the use of sympathetic materials such as the exterior cladding, linear awning, and ground floor storefront display windows.

Interior

When opened in 1914, the various departments and back-of-house spaces of Black Dry Goods occupied the entirety of the basement through the fourth floor, as well as the interior space of the fifth through seventh floors, and the majority of the eighth floor with seventy-two professional offices located along the perimeter of the fifth through seventh floors ("Black Dry Goods Store Marks Epoch in Building and Equipment in Iowa," *The Courier*, February 02, 1914, 09 and Original drawing set). Historic postcards depict the interiors as open spaces with the division of departments commonly created by display cases aligned with the structural system of columns and beams. In all views, the columns, beams, and ceilings were white with no differentiation of details. With the white ground, the use of dark wood on column bases (wood clad to about five feet) and furnishings accounted for the color palette. This character was particularly impactful on the first floor where the 19-foot ceiling heights added to the sense of expansive volume and the visual impact of finishes was its greatest.

With completion of the addition in 1929, the building's square footage was increased by 57 percent allowing for the expansion of existing departments (e.g., beauty parlor, grocery, and Bargain Store), the addition of new departments (e.g., a dedicated men's department), the relocation and expansion of the Sycamore Street entrance with interior lobby access to two elevators, and the creation of additional professional offices. At this time, the sixth floor became used for offices only, no Black's merchandise departments. Of particular note, the addition provided floor space to expand the eighth-floor tearoom and dining spaces. News accounts note that the interior of the building was remodeled at this time, but

evidence of those materials is limited to the use of travertine flooring (noted in articles) and to what is retained in the Sycamore Street lobby, which is dated by analysis of design and materials relative to prevalent design styles and materials of the period (i.e., Art Deco).

The 1956 addition, which involved the subsumption of an adjoining, three-story commercial building, further expanded the store's square footage. Like the 1929 addition, the interior of the addition at all levels was open to the main building, resulting in a thoroughly interconnected (functionally and visually) department store. The addition supported the company's aim to provide a wide range of merchandise the met the demands of the market. The expansion of the men's department to occupy the entirety of the addition's first floor was directly influenced by market demands. The Men's Store was designed to meet the changing tastes and desires of men who, the store judged, was becoming more discerning in regard to style and quality of clothing. The building interior was remodeled at this time with specific mention regarding the modern character. ("New Business Vista," *The Courier* (Waterloo, IA), September 04, 1956: 01).

Today, the Black Dry Goods building is largely vacant - only a handful of professional offices on the upper stories are occupied. The existing condition of the building interior reflects the 2010 building renovation and the conversion of the 1956 addition to mixed-use (office-residential) in ca.2008. Generally, floor plans from the period of significance (1914-1959) remain discernible, particularly at the first, mezzanine, and eighth floor. Some evidence of the office functions at fifth through seventh floor are also retained. While finishes have also been changed, retention of the exposed column and beam structure, isolated areas where original millwork exists, some original flooring (wood, terrazzo, travertine), and significant decorative elements (mezzanine railing, crown moldings, Carrarra glass, marble) all contribute to a level of historic integrity sufficient for a contributing resource to the historic district.

The following paragraphs summarize the building by floor with historical descriptions provided where known.

Basement.

Upon opening in 1914, the basement was a finished space with 11-foot ceilings (not including the sub-basement, which is 23-feet lower than the basement). The basement housed a large café, which occupied about one-quarter of the floor plan. A "bundle wrapping and delivery room" as well as a kitchen, public restrooms, 250 employee lockers, and space for sales were also located in the basement ("Bank Gets the Century Block," The Courier, April 19, 1911: 08 and original drawings).

The 1929 addition, expanded the existing meat and grocery departments, which required additional baking and refrigeration systems. Drawings included additional space also supported the greater facilities for the employees, including "a roof garden on the addition equipped with two tennis courts

for the use of employees during noon and evening rest periods." 400 lockers and for women clerks and 100 lockers for men employees were also provided ("Plans For Black Store Addition Are in Contractors' Hands," The Courier, March 24, 1928: 10). Note that, while historic images document two elevated water tanks on the building's roof, there was no evidence found that the plan to construct two rooftop tennis courts was executed.

The basement is long remembered by locals for its grocery store which, in 1929 was moved into the addition from its existing location in the original building. The Bargain Store was also a longtime fixture in the basement, having occupied a portion of the original basement in 1929.

Today, the basement is fully vacant. Much of the basement was used for general storage by the previous owners and a considerable collection of miscellaneous furnishings remain making documentation and analysis more difficult. The basement also houses the mechanical plant. The visual character of the basement is defined by the largely open plan and heavy, concrete columns; most columns and ceilings retain a finish coat, painted. The floor is concrete.

First-Floor. When opened in 1914, the first floor, with its 19-foot ceilings, plastered beams and columns, and mahogany millwork, was dominated by a single, open space organized by the placement of display cases ("Bank Gets the Century Block," *The Courier*, April 19, 1911: 08). Ceiling, wall, and structure finishes were white with the dark wood of column bases, trim, and display cases providing the visual interest and a sense of richness (Figure 02).

Figure 02. Interior of James Black's Dry Goods, ca.1914. View of the main floor, looking south to the Fourth Street entrance. Note the column and beam structure, with ornate column capitals. The floors appear to be wood. (A.KAY Consulting Postcard Collection.)

The square footage added to the building in 1929 allowed for the expansion of existing departments. As noted in local reporting, the expanded first-floor interior was a single, large expanse to accommodate "one vast merchandising emporium" ("Plans For Black Store Addition Are in Contractors' Hands," *The Courier*, March 24, 1928: 10). A 4,000-square-foot area was dedicated to a men's department situated just off the new Sycamore Street entrance. The department featured merchandise for boys and men of all ages and included a small section of sporting goods, as well as an in-house tailoring service. The department was fitted with furnishings from the Grand Rapids Fixture & Show Case and the floor was travertine. ("All Nine Floors of Black Annex Are Now in Use," *The Courier* (Waterloo, IA), July 02, 1929:03.)

As noted, the entrance on Sycamore Street was relocated at this time. On the interior, an ornate, interior lobby finished with a terrazzo floor, black Carrara glass panel wall cladding, and a polished marble base was constructed. Two new elevators and a staircase provided access to all floors ("Plans For Black Store Addition Are in Contractors' Hands," *The Courier*, March 24, 1928: 10).

The 1956 addition further expanded floor space and installed modern furnishings which the local paper described as designed to "place all items in easy sight and reach of the customer." Little description of the first-floor interior appeared in local news accounts, but the following photo provides some sense of the character (Figure 03).

Figure 03. Interior of the first floor, 1956. Although of poor quality, the photo gives a sense of the first floor and mezzanine character after completion of the 1956 addition. ("Black's Establishes Customer Advisors," *The Courier* (Waterloo, IA), September 04, 1956: 14.)

An expanded "Men's Store" occupied the entirety of the first floor of the newly incorporated space. It featured "male-attracting design, coloring, and fixtures" ("Old Timers," *The Courier*, 09/04/1956: 10). Again, limited written description of the interior was found, but an image of the Men's Store provides a solid sense of its modern character as seen in simplicity of the features (Figure 04).

Figure 03. Interior of the 1956 addition, first floor Men's Store, 1956. The modern character of the new addition is apparent in this view. ("Black's Establishes Customer Advisors," *The Courier* (Waterloo, IA), September 04, 1956: 14.)

Today, the entire first-floor is vacant. Its visual character reflects the work of the 2010remodel which added multiple colors to the design details of the column capitals and beams. A large counter and a kitchen were also added at that time to support the space's function as a restaurant. Two sets of metal stairs with balustrades to match the historic mezzanine railing were installed to provide direct access to the mezzanine level from the restaurant. The floor is carpeted with isolated areas of granite tile adjacent to the large counter and at the southwest corner; quarry tile is used for the kitchen flooring. It is unknown whether historic flooring – 1928 travertine or earlier material – is retained beneath the existing. The four-car elevator bank with pink marble cladding, chrome car doors, and original button mechanism is retained on the east wall.

The 1929 Sycamore Street entrance lobby retains the black Carrara glass wall cladding, black with gold flake terrazzo floor, and ornate crown molding. These finishes extend through the first flight of the staircase leading to the mezzanine. The mail chute is also retained.

The 1956 portion of the first floor reflects renovations made in ca.2008 which converted the former department store space into a single professional office. The space retains exposed structural elements as well as areas of travertine and wood floors but is otherwise contemporary in character.

Mezzanine. Originally, the mezzanine was a 20-foot-wide space that extended across the rear of the 1914 building. It housed customer restrooms and was finished to provide seating and materials for customers to relax, including "lounging chairs", reading matter, desks, and telephone booths. ("Bank Gets the Century Block," The Courier (Waterloo, IA), April 19, 1911: 08 and original drawings).

In 1929, the mezzanine was modified to extend the full perimeter of the building. With the increased floor space, customer lounge areas were expanded, beauty shops were enlarged, and a restaurant was added ("Plans For Black Store Addition Are in Contractors' Hands," The Courier, March 24, 1928: 10).

Today, the mezzanine is fully vacant. Its visual character is derived from the low ceiling height typical of a mezzanine and the open volume and structure system of the adjacent first-floor, which it surrounds. Finishes are consistent with those of the first floor. As noted, two sets of stairs were added to provide direct access between the mezzanine and the first floor. The stairs are metal with balustrades made to match the historic mezzanine railing.

Second-Floor. When opened in 1914, the second floor was occupied, in part, by the silk section (Figure 06). Typical of the entire building when it opened, the space featured exposed (plaster-finished) columns and beams, a plaster ceiling, and wood floors (note, some departments appear to have had carpeted floors; see Figures 07-08). News accounts note that company offices were located on the second floor when the store opened but moved to the third floor upon completion of the 1929 addition.

Figure 05. Interior of James Black's Dry Goods, ca.1914. View of the second floor – silk section. Note the finished ceilings, walls, structure, and the wood floors. (A.KAY Consulting Postcard Collection.)

Although local news accounts offered no description of the interior following the 1956 addition, architectural drawings show that it was open to the main building with only three structural columns marking the transition from the 1929 addition to the 1956 addition. When completed, the second floor space accommodated the children's and infant departments, including nursery furniture. A ten-foot wall separated the merchandise departments from offices, which occupied the entire north bay of the second floor.

Today, the second floor reflects renovations undertaken in ca.2008 and 2010. The majority of the floor plan in the 1914/1929 portion of the building is dedicated to offices that utilize some contemporary partition walls along with cubical spaces arranged around open areas that retain original columns. Contemporary finishes (e.g., carpet, dry wall, and dropped ACT ceilings) may well cover POS finishes. Visible historic finishes appear to be limited to the west elevator lobby where the marble base and mail chute are retained.

The character of the 1956 addition's second-floor reflects a renovation completed in ca.2008 which converted that portion of the former department store space into offices and residential units. The spaces retain some exposed structural elements and wood floors but are otherwise contemporary in character.

Third-Floor. When the store opened in 1914, a portion of the third floor was the "show place of the store" with all furnishings (including cladding of the columns) done in mahogany. A typical French

millinery complete with French doors, windows, and abundant mirrors was the centerpiece. News articles noted, "It is here that milady may purchase her $100, $200, $300 or $500 hat, as well as all chic and dainty things in headdress" ("Black Dry Goods Store Marks Epoch in Building and Equipment in Iowa," *The Courier* (Waterloo, IA), February 02, 1914: 09). Typical of the entire building when it opened, the space featured exposed (plaster-finished) columns and beams and a plaster ceiling. As the following postcard images indicate, in some departments, including millinery, the French Room, and waist and muslin, the floors were carpeted. News accounts note that company offices, which were originally located on the second floor, were relocated to the third floor upon completion of the 1929 addition.

Figure 06. Interior of James Black's Dry Goods, ca.1914. View of the third floor – Millinery. Note the consistent use of plaster finished ceiling, walls, beams, and columns along with dark millwork. In this area, floors are carpeted. (A.KAY Consulting Postcard Collection.)

James Black Dry Goods Co.	Black Hawk
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Address	City

Figure 07. Interior of James Black's Dry Goods, ca.1914. View of the French Room (top view) and the Waist and Muslin Underwear Section. Note the prevalent use of mahogany as well as carpeted floors. (A.KAY Consulting Postcard Collection.)

Today, the third floor reflects renovations undertaken in 2010. The majority of the floor plan in the 1914/1929 portion of the building is dedicated to offices that utilize some contemporary partition walls along with cubical spaces arranged around open areas that retain original columns. Contemporary finishes (e.g., carpet, dry wall, and dropped ACT ceilings) may cover POS finishes. Visible historic finishes appear to be limited to the west elevator lobby where the marble base and mail chute are retained. In addition, what was reportedly the money counting room is retained in the southeast corner of the building. The room features an elevated platform (reachable by ladder only) adjacent to a small room. It is said that this was the money vault which was manned by a security guard who sat on the platform to oversee the money counting that went on in the room. The room retains wood floors (painted) original 8-inch wood baseboard with upper cove profile, and plaster ceiling above 1950s era, perforated, square Homasote tile. This anecdotal account may be supported by news reports, which indicate the pneumatic tube system routed money from the various departments to the company offices which were located on the third floor upon completion of the 1929 addition.

Fourth-Floor. Draperies and curtains were sold on the building fourth floor at the time of opening. The following images indicate that the character of the departments on fourth was consistent with the building as a whole (Figure 08). Both views document white walls, ceilings, and structure as well as wood floors.

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Figure 08. Interior of James Black's Dry Goods, ca.1914. View of the fourth floor – Draperies and Curtains (top view). Note the consistent visual character between floors and sections of the same floor. (A.KAY Consulting Postcard Collection.)

After completion of the 1929 addition, the fourth floor of the addition – along with the fifth and the sixth – housed the furniture department ("Black's Annex is Partly Turned Over to Company," *The Courier* (Waterloo, IA), March 18, 1929). Today, the third floor reflects renovations undertaken in the 2000s. The majority of the floor plan is dedicated to offices that utilize some contemporary partition walls along with open areas that retain original columns. Contemporary finishes (e.g., carpet, dry wall, and dropped ACT ceilings) may well cover POS finishes. Visible historic finishes appear to be limited to the west elevator lobby where the marble base and mail chute are retained.

Fifth-Floor. When placed-in-service in 1914, the interior space of the fifth floor was occupied by merchandise departments with the perimeter of floor plan fitted out for offices arranged and finished to meet the needs of specific tenants. Local reporting noted that the offices had quarter-sawn oak, terrazzo floors with a marble base, running water, compressed air, and a telephone. Men's and ladies' restrooms had pink Tennessee marble stall dividers. Each floor also had a vault and an iron chute ("Black Dry Goods Store Marks Epoch in Building and Equipment in Iowa," The Courier, February 02, 1914, 09 and original drawings). After completion of the 1929 addition, the fifth floor of the addition – along with the fourth and the sixth – housed the furniture department ("Black's Annex is Partly Turned Over to Company," *The Courier* (Waterloo, IA), March 18, 1929).

Today, the fifth floor reflects renovations undertaken in 2010. A large portion of the floor plan is dedicated to offices that utilize some contemporary partition walls along with large, open areas that retain original columns. The floor also retains a portion of the original corridor that separated the office spaces along the perimeter of the building from the department store spaces in the center of the floor plan. A series of small offices are also retained, though modified to introduce an ensuite corridor running parallel with the original. The office finishes do not appear to be POS, based on size, profile, and the obvious relocation of a wall to create the ensuite hallway.

Generally, contemporary finishes (e.g., carpet, dry wall, and dropped ACT ceilings) define the design character, though may well cover POS finishes. Visible historic finishes are limited to marble bases retained in the elevator lobby and the original hallway, as well as the lobby mail chute.

Sixth-Floor.

When placed-in-service in 1914, the interior space of the sixth floor was occupied by merchandise departments with the perimeter of floor plan fitted out for offices arranged to meet the needs of specific tenants. With completion of the 1929 addition, the original portion of the sixth-floor (along with the fourth and fifth floor) became devoted to offices with the 1929 section housing the furniture department ("Black Dry Goods Store Marks Epoch in Building and Equipment in Iowa," *The Courier*,

February 02, 1914, 09 and "Plans For Black Store Addition Are in Contractors' Hands," *The Courier*, March 24, 1928: 10). No historic images of the sixth floor have been found, but its character likely followed that of the other floors and departments.

Today, the sixth floor reflects renovations undertaken in 2010. A large portion of the floor plan remains occupied by offices with the original corridor paths largely intact. Offices retained along the building perimeter show some modification, but remain largely intact with historic finishes (particularly, millwork) retained. Offices in the southwest corner of the floor plan provide a good understanding of the original character.

Seventh-Floor. Clinton A. Shockley, the architect of the 1914 Black's Dry Goods, opened his office and work rooms on the seventh floor of the newly completed building. A suite of doctors' offices was also located on seven ("New Black Store Vision of Beauty," The Courier, January 31, 1914: 14).

With the 1929 addition, the seventh floor became devoted to offices ("Plans For Black Store Addition Are in Contractors' Hands," The Courier, March 24, 1928: 10).

Today, the seventh floor reflects renovations undertaken in 2010. A large portion of the floor plan remains occupied by offices with the original corridor paths largely intact. Offices retained along the building perimeter show some modification, but remain largely intact with historic finishes (particularly, millwork) retained. Original marble baseboard is retained in the original hallways.

Eighth-Floor. According to the original drawings, the south end of the eighth floor was "unassigned" – this was the 100- by 60-foot space noted in local news reports as occupied by the Early Music Company, which was described as "a big piano house"("New Black Store Vision of Beauty," The Courier, January 31, 1914: 14 and original drawings). The drawings also depict a large "dining room" in the northwest corner. Columns and beams divided the dining room into a three-by-three bay grid with the vertical circulation (elevator surrounded by a large switchback staircase) filling the extents of the southwest bay. The room was entered from either the southwest or from the east vertical circulation - with its two elevators next to a large, switchback stairs on the east - both of which included a small lobby. A large kitchen adjoined the dining room on the east, along with service areas, accounting for the entirety of the northeast corner of the eighth floor. Two large, interconnected rooms were sandwiched between the east elevator lobby and the south space occupied by the Early Music Company. The drawings show the rooms as unencumbered by columns, with a birch floor; they served as the "Girls Rest Rm." on the east and the "Girls Lunch Rm." adjoining on the west.

The 1929 addition expanded the existing "tea room [sic] and dining room facilities" ("Plans For Black Store Addition Are in Contractors' Hands," The Courier, March 24, 1928: 10). What was then noted as

"public dining" (i.e., the tearoom) was moved into the addition to occupy a large space at the north end of the building (Architect's drawings). The drawing depicts the columns but does not call out the beams. At this time, the 1914 dining room became what was notated as a "lounge" with an adjoining "private dining room" – the first documentation of sub-division of the original dining hall evident in the existing layout. The remainder of the space (formerly the Early Music Company and the girls restroom and dining) was partitioned to create a doctor's office on the west and three, single bay private dining rooms on the east; the southwest corner remained a large, three bay room of unknown function. A narrow hallway was created to direct tenants and guest from the new west vertical circulation (two elevators, a straight run of stairs, and an expanded "foyer") to the lounge and adjacent spaces. Two additional elevators were added to the east circulation, with no stairs depicted at that location – note that the original drawings conflict with period news accounts, which state there were four passenger elevators on the east rather than the two depicted in the drawings. Finally, the kitchen was expanded into the addition, occupying a large area from the east elevator lobby to the tearoom.

The existing condition of the eighth floor reflects the partial building renovation undertaken in 2010. As part of that undertaking, the tearoom on the north was remodeled with windows rehabilitated, floors carpeted, and the existing paint scheme completed. It appears that the highly textured wall finish and relief details in the west elevator lobby, event space foyer, and the event space date to the 1929 addition. The north two bays of the original lounge now comprise a ballroom, with its paint scheme a match to the event space on the north. As it exists, the room retains the original plaster-finished columns, walls, and ceiling with ornate crown molding as well as what appears to be the original floor in refinished condition. The south bay of the original three-bay, dining room (in 1929, a private dining room adjoining the lounge) was not renovated as part of the 2000-era work. Today it is in deteriorated condition, though the ornate crown is retained around its perimeter and the wood floor exists. The remainder of the south section of the eighth floor is in a similar, deteriorated condition.

Figure 09. James Black's Dry Goods – 8th Floor, ca.1970. This undated image documents the 8th floor tearoom in what appears to be the 1970s. For many years, the space was known as the Black's Tea Room. From 1964 through 1980 (just prior to the store closure), it was known as the Sky Room restaurant. In this view looking east along the north wall, the ceiling detail and columns are retained today (ornately painted), and the two window openings in the north bay of the east elevation (hidden under the patterned infill at the back in this view) have been opened and the windows historically rehabilitated (https://wcfcourier.com/news/ local/crime-and-courts/article_ 09203cfd-65a4-5023-a9f7-b7c3f543be26.html. Retrieved 08/15/2025.)

On the whole, the building interior retains historic integrity with the sense of interior connection retained, the general character of the POS floor plans retained, significant historic features and finishes intact.

Integrity Discussion

The James Black Dry Goods Co. building retains historic integrity in the areas of location, setting, association, design, materials, workmanship, and feeling sufficient to be counted as one contributing building in the Waterloo E. Fourth Street Historic District.

The building remains on its original site on the corner of E. Fourth and Sycamore Streets. As a monumental building on a prominent corner near the west end of the E. Fourth Street historic district,

integrity of location is particularly important because the resource dominates the view to all entering the downtown from the Fourth Street Bridge. That dominance on the skyline is well documented in historic images from a variety of eras (Figure 13); it remains so today, resulting in integrity of location.

The building remains within the historic E. Fourth Street commercial district, the setting of which retains the features that typically define historic downtowns. Those include standardized street widths, street parking, public sidewalks, intact streetscapes of contiguous commercial building the age and design style of which are representative of the period of significance established in the district's National Register nomination. While changes to the roadway (e.g., curb styles and sidewalk materiality) and some demolitions have impacted the design and material integrity of the district and the buildings therein, those changes are not of a scale to be out of the ordinary in historic downtowns. Rather, the streetscapes in the historic district remain largely intact so that integrity of setting is retained throughout the district with Black's an integral contributing resource to integrity of setting.

The building remains associated with the historic commercial district within which it was constructed in 1914 and added on to in 1929 and 1956. The building's physical association with the commercial resources in the district remains largely unchanged. Although 1970s era demolitions between Sycamore Street and the Cedar River altered the historic association specific to those impacted blocks, integrity of association is retained with the vast majority of the district's commercial resources intact with POS design character retained. As a result, Black's retains integrity of association with the historic resources of the district.

The building has integrity of design and materials on the exterior, retaining as it does: the methods by which the elevations are organized (horizontally by materials and vertically by structural elements); the original sense of base, shaft, and capital as expressed in floor heights and changes in cladding; all original window openings; some historic windows; original exterior masonry, including stone, brick, and terracotta; character-defining stylistic details including Gothic arch openings of the Collegiate Gothic type; primary entrances on E. Fourth and Sycamore Streets; and various terra cotta elements executed on the 1914 building (cornice, parapet, pilasters, shields, window surrounds). Although the storefronts themselves have been altered from the period of significance, the building also retains the rhythm of the storefront display windows.

Integrity of design and materials on the exterior is adversely impacted by the replacement windows which represent the majority of windows in all portions of the building. Although those in the 1914 building and the 1929 addition fill the historic openings, they do so by using over-wide frames and configurations that are not sympathetic to the historic; the silver metal increases the adverse impact.

The existing character of the 1956 addition represents the greatest adverse impact to integrity of design and materials on the building exterior. Completed in ca.2008, the remodel included removal of the 1956 slipcover and installation of faux-stone cladding that is sympathetic to the stone cladding on the eight-

story portion of the building. Replacement windows, new storefronts and a new awning were also installed at that time.

While the replacement windows fill the entire openings and are sympathetic in proportions and operability to the originals in that part of the building, they reference the character of the building prior to installation of the slipcover, prior to its subsumption by Black's. The storefront systems and awnings were also changed in ca.2008; their design and materials are consistent in with those introduced on the entirety of the building in 1956. The north elevation of the 1956 addition is similarly impacted by changes made in ca.2008. Although the slipcover did not extend to the north wall (the brick was painted to match the color of the slipcover), new openings at the ground floor were added in ca.2008, upper story windows replaced (character consistent with the original building), double-leaf doors with balconies were installed at original window openings, and the entire elevation was clad in faux-stone (detailed to match the west façade).

Despite the loss of design and material integrity of the 1956 exterior, the addition represents a small percentage of the overall building exterior. Therefore, the degree of integrity retained by the building as a whole far out-weighs the adverse impact of the 1956 exterior.

The building retains integrity of design and materials on the interior. The interior remains a single, integrated space, despite changes to the historic floor plan which are reversible. The eight-story building retains largely intact floor plans at the first floor, mezzanine, and the eighth-floor which represent the most significant of the building's public spaces during the period of significance. The first floor remains open with some alteration in the area just south of the 1929 Sycamore Street entrance which was modified to serve a restaurant in ca.2011. The portion of the first floor within the eight-story section retains its ornate column and beam system, nineteen-foot ceilings, original elevator bank with pink marble wall cladding and chrome elevator doors, and original east switchback stairs. The mezzanine retains its low ceiling height, open volume due to its relationship with the first floor, and decorative railing. The eighth floor reflects the work of the 2010 renovations which revived the Sycamore Street elevator lobby and adjacent foyer (plan and historic finishes retained), the former tearoom/Sky Room restaurant (plan and most historic finishes retained), and a portion of the 1929 lounge (historic finishes retained). While that rehabilitation did not complete the eighth floor, the south portion of the floor retains some original walls, flooring, and ornate cornice. Finally, the historic rehabilitation of windows with Gothic arch heads positively impacts the spaces.

Throughout the remainder of the building, floor plans have been altered to accommodate changing tenants over the many years of the building's existence. On the sixth and seventh floors evidence of the historic office spaces along the perimeter of the building exist with historic hallways, millwork, plaster, and doors retained. Generally, the upper stories (except eighth) have contemporary finishes, dropped ACT ceilings, and carpeted floors. Given the existence of rooms that retain historic plaster, millwork, and wood floors, it is very likely that POS finishes are retained beneath the current finishes.

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Specific to the interior of the 1956 addition, integrity of design and materials is retained on the first floor. Converted to a professional office in ca.2008, the first floor retains an open plan with exposed concrete columns and concrete flooring. Although the 1956 flooring is unknown, an historic image documents the open character and columns of the space. The ceiling finish has been removed with acoustical clouds placed to absorb sound. A large section at the north end retains original wood flooring. Renovation of the second and third floors for office and apartments altered the floor plan, though some original structure is retained and wood floors are retained. Most significantly, the 1956 addition remains a physically integrated portion of the James Black Dry Goods Co.

Integrity of workmanship is retained as evidenced in the engineering and design required to construct an eight-story building in 1914 and to integrate an eight-story addition to the original building in 1929. The building's very existence today is evidence of integrity of workmanship; it neither collapsed nor did it burn to the ground. The skill required to implement the design elements (inside and out) that remain intact is further testimony to integrity of workmanship.

With retention of integrity specific to location, setting, association, design, materials, and workmanship, the building retains a strong sense of its function and visual character of the period of significance. As a result, we understand the significance of its function, its architectural impact, and the building's contribution to the Waterloo downtown.

Architect/Builder, cont'd.

1929 Addition:John S. Bartley, architect/J.E. Currie Construction Co., general contractor
1956 Addition: Mortimer B. Cleveland, architect

STATEMENT OF SIGNIFICANCE

James Black Dry Goods Co. is situated in the National Register listed "Waterloo East Commercial Historic District" (2011). The district nomination counts the building as two resources: the 1914 building with 1929 addition is counted as a contribution resource; the 1956 section of the building is counted as a non-contributing resource, though the absorption of the early 20th century, three-story building by Black's occurred within the district's period of significance of 1870-1959. Because the 1956 section of the building is historically functionally related to James Black Dry Goods and directly connected to the company's path to sustainability at the mid-twentieth century, the property is considered a single building with a period of significance from 1914-1959. This assertion is supported by additional research and evaluation of the building. The building retains historic integrity on both the exterior and the interior.

Per the district nomination, the "Waterloo East Commercial Historic District" is significant under Criterion A in the area of social history and under Criterion C, noting,

> "Waterloo's downtown East side district reflects the making of an American Midwest regional entrepot during an era of rising wealth, an expanding middle class, and a growing consumer culture that focused as much on spending as making money. Through their construction stories and occupancy histories, the district's buildings reveal the dichotomies of class, gender, and, to some extent, race. These diverging facets of American culture in the late nineteenth and first half of the twentieth centuries played out in a growing Midwestern city that had achieved the critical mass necessary to fully participate in, if not help shape, the social patterns of the state…During the daytime, middle class women might shop the store and lunch in the 8th floor 'tea room' of Black's department store, served throughout the day by women clerks and the occasional female shop owners…The buildings that remain in the East side commercial district ably reflect this history of growth and its consequences and are eligible as a district for the National Register under Criterion A for their social history and under Criterion C for the property types present. These property types represent a long era of commercial building in Waterloo and a trajectory that travels both upward with increasing prosperity but also downward as shopping patterns changed and moved toward the outskirts of town following World War II. The period of significance for Criteria A and C is from 1870, the date of construction of the earliest extant building in the district, to 1959, when the last era of building and significant remodels ended" (Full, 2011).

The James Black Dry Goods Co. building meets the historic district's standard for significance as a contributing resource under Criterion A and Criterion C. From the time of its construction in 1914 through the district's period of significance, Black's was Waterloo's largest department store offering the widest range of merchandise to a regional customer base. When opened in 1914, Black's employed some 300. Judging from a report noting the names of department heads, a high percentage of women held positions of significant responsibility in the store's organization system supporting the nomination's assertion that the resources in the district, "reveal the dichotomies of class [and] gender." In addition to the goods sold, at various time and in various forms, the store offered customer amenities that ranged from a public telephone and lounge seating to a beauty salon. Best remembered by the locals of today was the eighth-floor tearoom, which evolved from the original piano bar to fine dining before becoming the much-loved tearoom. These amenities created an opportunity to combine commerce with social activities, contributing to the evolution of the social patterns of the state.

The building's significance in the area of architecture is apparent as a well-preserved example of a downtown, high-rise executed in the Gothic Revival style. The building's height and mass, its elevated design expression, and its location on a prominent corner in the East commercial area (and near the Cedar River) make it the most visually significant and impactful building in the district. Black's retains historic integrity that continues to express that significance, including the structural system and elevators that made the high-rise a functional building type and the stylistic elements that define the style. The building interior retains the most significant of its original plan and finishes, including the large volume of the original ground floor department store with nineteen-foot columns, finished beams, and wrap-around mezzanine balcony. The eighth floor, with particular significance related to the community's social history, remains largely intact.

The resource retains historic integrity of location, setting, association, design, materials, workmanship, and feeling.

Historical Background

James Black Dry Goods Co. building was constructed in three stages beginning with the main, eight-story building placed in service in January of 1914. The 200,000-square-foot, eight story addition was placed in service in 1929 with the 1956 addition placed in service in September of 1956.

Figure 10. Architect's Rendering, 1911 ("Metropolitan Store Will be Built by Black Dry Goods Co., *The Courier* (Waterloo, IA), December 23, 1911: 03).

News of the coming erection of the James Black Dry Goods Co. building began to hit the local newspaper in the spring of 1911 when preparations for the demolition of existing buildings on the site were being discussed. That December, a rendering prepared by the architect Clinton P. Shockley, along with an extensive description of its beauty and many offerings appeared in *The Courier* (Figure 10). The paper noted that the new store would "mark at epoch in Waterloo's mercantile circles." An excerpt of that article noted of the building exterior,

> "The design is out of the ordinary. It may not be properly Gothic in the strictest sense of the word, and yet the Gothic effect is generously produced by simple Gothic details and mouldings [sic]. The base of columns and courses will be of smooth granite and the material up to the first mounded belt course will be of blue Bedford stone. The entire second story will be light terra cotta to match the stone. Above the second story the materials will be of bluish grey brick with trimmings of a very light terra cotta. The entire color scheme will be in harmony, as well also be the unique architectural designing of the super-structure. The windows, which are to be large and numerous, will have the upper sash divided into small lights in order to get away from the office building style and to produce a warm pleasing effect. The entire first floor frontage on both streets will be devoted to individual display windows. The columns will be apportionately [sic] twenty feet from center to center. There will be no prism glass, but plate glass will extend from the base to the first story soffit."

The building interior was designed to meet every need, from merchandise to comfort to convenience. To that end, the most advanced heating and cooling systems, safety standards (in the way of elevators, "fireproof" construction, and sprinklers) were installed. A vast array of merchandise ranging from high fashion clothing to the basic necessities, from fine candies to grocery staples, and from sewing supplies to footwear were elegantly arranged in departments and stewarded by department heads and staff whose job it was to make every experience pleasant. The new store also offered a range of amenities aimed at providing full service as well as comfort to the range of customers. These offerings included a café, public restrooms, a reading and writing room, an in-house telephone system with booths for public use; hair parlors, and a manicuring room, toilets. Finally, Black's featured a series of service technologies design to make the service of their guests more efficient including pneumatic cash tube system, two large electric passenger elevators, one freight elevator, a bundle chute, wrapping room, and vacuum cleaning system that served every floor ("Metropolitan Store Will be Built by Black Dry Goods Co., *The Courier* (Waterloo, IA), December 23, 1911: 03).

Excavation for the new building was underway by July 19, 1912, the site having been cleared the week prior. The foundation for a building of the scale planned required excavating in excess of twenty feet below street level. The foundation walls were designed to be six to eight-feet wide ("To Sink Walls Twenty-Six Feet," *The Courier* (Waterloo, IA), July 19, 1912: 01). The contract for construction of the building was let to the Waterloo contracting firm of H.A. Maine & Sons who had the excavation work completed by November, 1912 and construction of the building underway in February, 1913 ("Plan Work on Black's Building," *The Courier* (Waterloo, IA), August 21, 1912: 09 and "First Story is Almost Done," *The Courier* (Waterloo, IA), February 17, 1913: 08).

Figure 11. James Black's Dry Goods Under Construction, 1913. (https://wcfcourier.com/news/local/ crime-and-courts/article_09203cfd-65a4-5023-a9f7-b7c3f543be26.html. Retrieved 08/15/2025.)

Occupation of the building proceeded over a couple week period beginning at the end of January, 1914 when building architect, Clinton P. Shockley moved his studio office and workroom to the newly completed seventh floor, making the architect the building's first occupant. The department store relocated from its location on Water Street to the new building in mid-February with doors open to the public on February 12, 1914. The formal grand opening of James Black Dry Goods Co. was celebrated on September 15, 1914 (Advertisement, "Your presence is cordially requested at our Formal Opening," *The Courier* (Waterloo, IA), September 15, 1914: 16).

Figure 12. James Black's Dry Goods, ca.1914. The image captures the eight story dry goods building shortly after its completion. (A.KAY Consulting Postcard Collection.)

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Figure 13. Looking east across the Cedar River, ca.1914. The visual impact of the newly completed Black's Dry Goods building is on full display in this view. Despite the evolution of the downtown over the subsequent years, Black's remains the dominant building on the city's east bank. (Image in the Public domain).

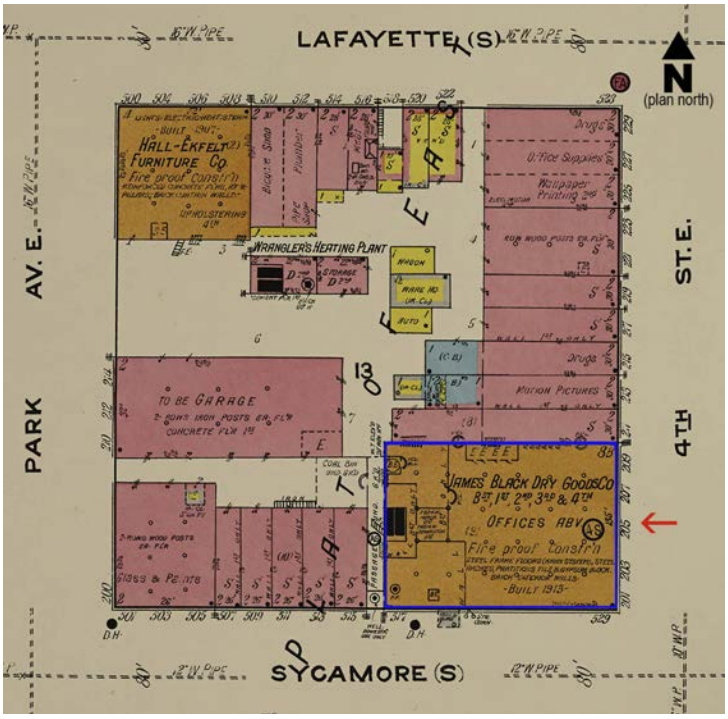

Figure 14. Fire Insurance Map – 1918. The map documents the eight-story building's original footprint, the location of the south entrance, its "fireproof" construction ("steel frame floors [Kahn System], steel arches, partitions tile and gypsum block, brick exterior walls"), and the general layout (basement partition walls, location of the stairs, and the dry goods occupation of the basement through fourth floor and offices on the upper floors).

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By the 1920s, Black's success supported construction of an addition to the original building. At eight-stories and 200,000-square-feet, the addition accounted for a 57 percent increase in the building's square footage. When announced in December, 1927, local news reports noted that Black had purchased ground from George E. Lichty, then occupied by a two-story, nineteenth century commercial building. That building would be razed and the Black's addition would extend from the north wall of the 1914 building and across the alley to occupy the Lichty site. Architect John S. Bartley of Waterloo was responsible for design of the addition. Worth noting, Clinton P. Shockley (architect of the original building) had died in February, 1927 at the age of 47 which may account for the change in architect (Wesley I. Shank, *Iowa's Historic Architects* (Iowa City, IA: University of Iowa Press, 1999 and https://www.findagrave.com/memorial/45165420/clinton-philip-shockley).

Figure 15. Architect's Rendering of the 1928 addition, December 1927. Note the two-story commercial building at left; the eventual site of the 1956 addition. ("Huge Annex Will Make Black's Bigger and Better Store," *The Courier,* December 31, 1927: 25.)

Construction of the addition was underway by late July, 1928 with the reinforced concrete skeleton rising from eighteen-foot piers. Excavation was slowed by hard rock along with encountering a gushing spring in the area of the sub-basement. The spring was ultimately harnessed to supply the sprinkler system and boilers. The north wall of the original building was demolished at all floors with a temporary wood wall constructed. That wall was removed as each level was completed, revealing a fully integrated building at each floor. The additional floor space supported the expansion of existing departments, the creation of new departments, and the construction of a new entrance from Sycamore Street complete with two elevators and stairs ("Black's Addition Skeleton Fram on Skyline Soon," *The Courier*, (Waterloo, IA), July 28, 1928: 07).

Figure 16. Construction Photo of the 1928 addition, December 1928. The news article notes that the exterior was nearly completed at this time. Note the appearance of the adjoining commercial building, which had been much altered from the previous, December 1927 rendering. ("Outer Construction Work Nearly Finished on Black Store Addition," *The Courier,* December 31, 1928: 29.)

The new addition was placed in service by floor, with the second and third floors completed in March, 1929. The third through fifth floors and the department store portion of the sixth floor followed in mid-April. Finishing of the offices on sixth floor and on seventh floor were delayed while tenants provided the specifics of their individual requirements ("Various Floor in Black's Annex Used When Ready," *The Courier* (Waterloo, IA), April 12, 1929: 08). By the beginning of July, the entirety of the addition was completed and in service ("All Nine Floors of Black Annex Are Now in Use," *The Courier* (Waterloo, IA), July 02, 1929: 03).

Figure 17. James Black's Dry Goods, ca.1935. The photo documents the building with the completed 1929 addition. (https://wcfcourier.com/news/local/ crime-and-courts/article_09203cfd-65a4-5023-a9f7-b7c3f543be26.html. Retrieved 08/15/2025.)

By the mid-1950s, large and small cities across the country were struggling to maintain the vitality of their downtown commercial districts as congestion increased and population centers shifted to the edges of communities, with suburban life becoming increasingly desirable. In the state of Iowa, shopping centers and pedestrian malls became a common solution to combatting the trend away from shopping and activity in historic downtowns. Cedar Rapids, located some 55-miles south of Waterloo, built the state's first shopping center in 1956. Merle Hay Mall in the state's capital at Des Moines opened in 1959. Fort Dodge, located some 100-miles due west of Waterloo opened in 1965. Other Iowa

communities (Cedar Falls, Carroll, and Iowa City) initiated urban renewal projects that introduced pedestrian malls within their historic downtowns.

Serious interest in constructing a shopping mall in Waterloo does not appear to have gained traction until the mid-1960s when discussion was underway to build a downtown mall as part of a plan to redevelop the downtown. Although the final addition to Black's was completed several years prior to this discussion (as well as prior to the opening of the Crossroads Center in 1970), the trend for construction of shopping malls outside the city center was impacting other Iowa communities and other states. The pressure to remain relevant and prosperous in a changing environment were certainly present and significant when the company determined to again expand the building in 1956.

The second addition, involved the re-facade and interior renovation of the historic commercial building adjoining on the north. The re-façade encapsulated what was, at that time, a three-story masonry commercial property that extended from the Black's eight-story building to the corner. The property had been renovated in 1927, with the original parapet removed to accommodate the addition of a third floor, and alteration of the storefronts (Figure 16). The slipcover add in 1956 blocked all exterior windows on the west (leaving those on the north in place), which created a modern but neutral foil to the early 20th century tower. The deeply overhanging, rigid canopy was added at this time, extending along both façades of the addition as well as those of the earlier building. Along with the cream-colored façade of the addition which aligned with the stone cladding of the eight-story lower façade, the canopy was designed to visually unite the west elevation. ("New Business Vista," *The Courier,* September 04, 1956: 01.)

Figure 18. Black's second addition, 1956 looking SE across E. Park Avenue and Sycamore Street ("New Business Vista," *The Courier,* September 04, 1956: 01.)

The 1956 addition expanded floor space and installed modern furnishings which the local paper described as designed to "place all items in easy sight and reach of the customer." Little description of the first-floor interior appeared in local news accounts, but two photos (Figures 03-04) show the expanded "Men's Store" which occupied the entirety of the first floor of the newly incorporated space. It featured "male-attracting design, coloring, and fixtures" with a modern design style that relied on a lack of ornament and a monochromatic palette ("Old Timers," *The Courier*, 09/04/1956: 10). Although local news accounts offered little description of the upper stories, architectural drawings show that the second floor of the addition was open to the main building with only three structural columns indicating the transition from the 1929 addition to the 1956 addition; as was and is true of the relationship between the original building and the 1929 addition, the entire floor (at each level) functioned as one department store. When completed, the second-floor accommodated the children's and infant departments, including nursery furniture. A ten-foot wall separated the merchandise departments from offices, which occupied the entire north bay of the second floor. A drawing of the third floor has not been located, but its arrangement and character was likely the same as the second floor.

The 1962 fire insurance map (Figure 19) documents the Black's store with all pieces of the building then in place. Note that the strip of open ground that now exists at the northeast corner of the parcel was occupied by a section of the building that was removed when the parking garage to the east was constructed as part of the 1970s era downtown revitalization program.

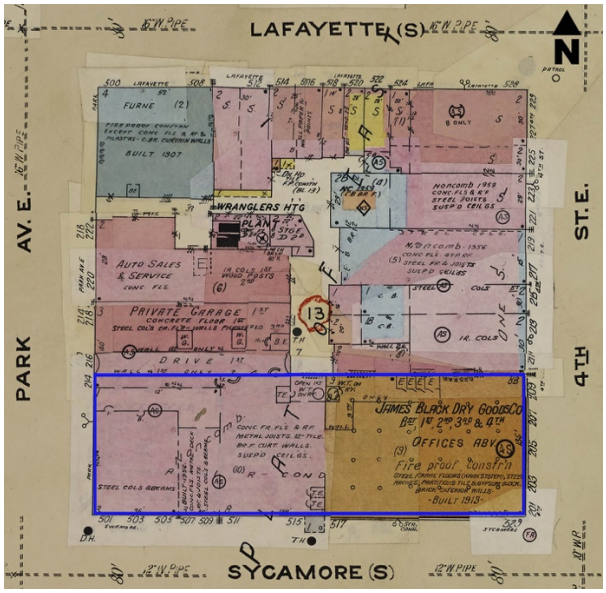


Figure 19. Fire Insurance Map – 1962 (rev. of 1918). The map documents the entirety of the building footprint as it exists today, including both the 1929, 8-story addition and the subsumption of the adjoining 3-story building in 1956, considered the final addition to James Black Dry Goods.

James Black Dry Goods Co.	Black Hawk
Name of Property	County
501 Sycamore Street	Waterloo.
Address	City

In the years following the 1956 addition, Black's remained a prominent anchor in the downtown, continuing to adjust to the shift in commercial practices that took many businesses out of the historic downtown to new shopping centers and strip malls. By the 1970s, that shift was negatively impacting the company's profits. To adapt, Black's became associated with the Minneapolis-based department store company, Donaldson's, in 1978. In 1979, the eighth floor Sky Room restaurant (previously, Black's Tea Room) and the basement coffee shop were closed. On July 03, 1981, James Black Dry Good Co. store was closed. The building was purchased by a development partnership and renamed Sycamore 501. In 1992, the building was renamed "Black's". A major renovation began in 2010, including repointing, a new roof, new elevators, upgraded sprinkler system, and new electrical. Work on the eighth floor was also completed, bringing it to the existing condition. The upper stories of the 1956 portion of the building were renovated for residential units at about that time. In 2010, the building had more than forty tenants with some 500 employees in the variety of professional offices, radio and TV stations, and non-profit groups.

Black's stood largely vacant from 2021 to the present day following a bankruptcy (Jeff Reinitz, "Legal case continues over botched sale of Black's building in downtown Waterloo," *The Courier*, December 02, 2024).

James Black Dry Good Co. is significant as a longtime, major retailer in the Waterloo historic downtown. The building represents the intersection of commerce and social history in a well-designed and executed, monumental, high-rise building. The resource retains historic integrity, remaining the most significant and prominent historic building on the Waterloo skyline.

BIBLIOGRAPHY

Corwin, Margaret and Helen Hoy. Waterloo: A Pictorial History. Rock Island, IL: Quest Publishing, 1983.

Deiber, Camilla and Michael Yengling. "Historic and Architectural Resources of Downtown Waterloo." National Register of Historic Places Multiple Property Documentation Form, 2014.

Full, Jan Olive and Jennifer Price. "Waterloo East Commercial Historic District." National Register of Historic Places Registration Form, 2011.

Shank, Wesley I. *Iowa's Historic Architects.* Iowa City, IA: University of Iowa Press, 1999.

Newspapers

The Courier (Waterloo, IA). "Metropolitan Store Will Be Built By Black Dry Goods Co." December 23, 1911.

_____. "New Home of the James Black Dry Goods Company as it Will Appear When Completed." December 23, 1911.

_____. "James Black Buys Additional Ground." May 09, 1912.

_____. "James Black to Build August 1." July 13, 1912.

_____. "To Sink Walls Twenty-Six Feet." July 19, 1912.

_____. "To Improve the Lane Property." August 08, 1912.

_____. "Plan Work on Black's Building." August 21, 1912.

_____. "Building Work Goes on Rapidly." October 25, 1912.

_____. "Start Walls for the James Black Store." November 19, 1912.

_____. "Rapid Progress on Big Foundation." December 07, 1912.

_____. "First Story is Almost Done." February 17, 1913.

_____. "White Building is Three Stories." May 31, 1913.

_____. "Will Commence Plastering Mon." June 19, 1913.

_____. "Big Job to Make Store Fixtures." July 26, 1913.

_____. "New Black Store Vision of Beauty." January 31, 1914.

_____. "Black Dry Goods Store Marks Epoch in Building and Equipment in Iowa." February 02, 1914.

_____. "Black's Moving to Fine New Store." February 11, 1914.

_____. "300 Employes [sic] in Black Store." February 13, 1914.

_____. "Economy Basement is New Black Feature." September 10, 1914.

_____. Advertisement, "Formal Opening." September 15, 1914.

_____. Advertisement, "Formal Opening." September 16, 1914.

_____. "Formal Opening Black's Tonight." September 17, 1914.

_____. "Black's Opening Brings Thousands to the Store." September 18, 1914.

_____. "Huge Annex Will Make Black's Bigger and Better Store." December 31, 1927.

_____. "Plans for Black Store Addition Are in Contractors' Hands." March 24, 1928.

_____. "Black's Addition Skeleton Frame on Skyline Soon." July 28, 1928.

_____. "Black's Addition Contract is Let." April 26, 1928.

_____. "Outer Construction Work Nearly Finished on Black Store Addition." December 31, 1928.

_____. "James Black Store Building Addition Adds 57 Pct. Floor Space to Original Structure." December 31, 1928.

_____. "Black's Annex is Partly Turned Over to Company." March 18, 1929.

_____. "Various Floors in Black's Annex Used When Ready." April 12, 1929.

_____. "All Nine Floors of Black Annex Are Now in Use." July 02, 1929.

_____. Advertisement, "Grand Opening." September 04, 1956.

_____. "New Business Vista." September 04, 1956.

_____. "Black Establishes Customer Advisors." September 04, 1956.

_____. "Downtown Waterloo Sets Grand Opening." November 23, 1975.

Archives

A.KAY Consulting Postcard Collection. An unofficial collection of postcards representative of architecture across Iowa, many of which are readily available online.

Library of Congress. Sanborn Fire Insurance Map Collection. https://www.loc.gov/collections/ sanborn-maps/?fa=location_state:iowa%7Clocation_city:waterloo.

Historic Drawings. Informal collection of drawings documenting various construction and remodeling beginning with the plans for the original building (dated 1912). Drawings (some electronic) are held by the current property owner.

James Black Dry Goods Co.	Black Hawk
Name of Property	County
501 Sycamore Street	Waterloo.
Address	City

Online Resources

County Assessor Record. https://beacon.schneidercorp.com/Application.aspx?AppID= 1110& LayerID=27729&PageTypeID=4&PageID=11312&Q=156235843&KeyValue=891324361010.

Find a Grave. https://www.findagrave.com/memorial/45165420/clinton-philip-shockley).

Google Maps. https://www.google.com/maps/place/501+Sycamore+St,+Waterloo,+IA+50703/.

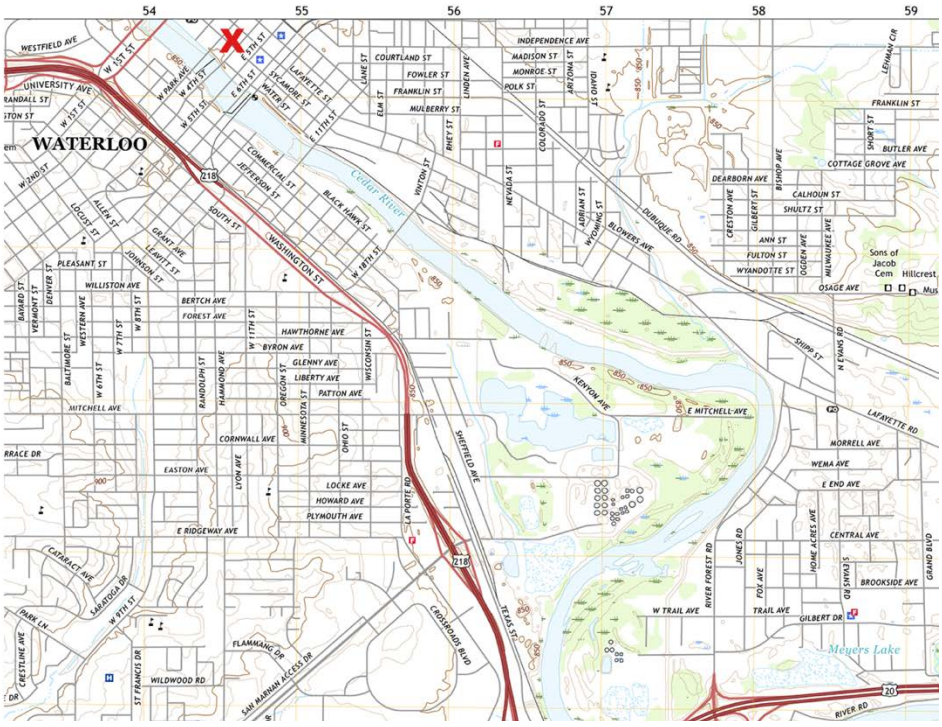
The Department Store Museum. https://departmentstoremuseum.blogspot.com/2010/11/ james-balck-co-waterloo-iowa.html.

The Waterloo Courier. https://wcfcourier.com/news/local/crime-and-courts/article_09203cfd-65a4-5023-a9f7-b7c3f543be26.html.

James Black Dry Goods Co.	Black Hawk
Name of Property	County
501 Sycamore Street	Waterloo.
Address	City

ADDITIONAL INFORMATION - MAPS

James Black Dry Goods
Latitude/Longitude:
42.498660/-92.336260



Map 01. USGS 7.5 Minute Topographic Map – Waterloo South – 2018. The building location is indicated. (https://www.usgs.gov/the-national-map-data-delivery/topographic-map-access-points.)

James Black Dry Goods Co.	Black Hawk
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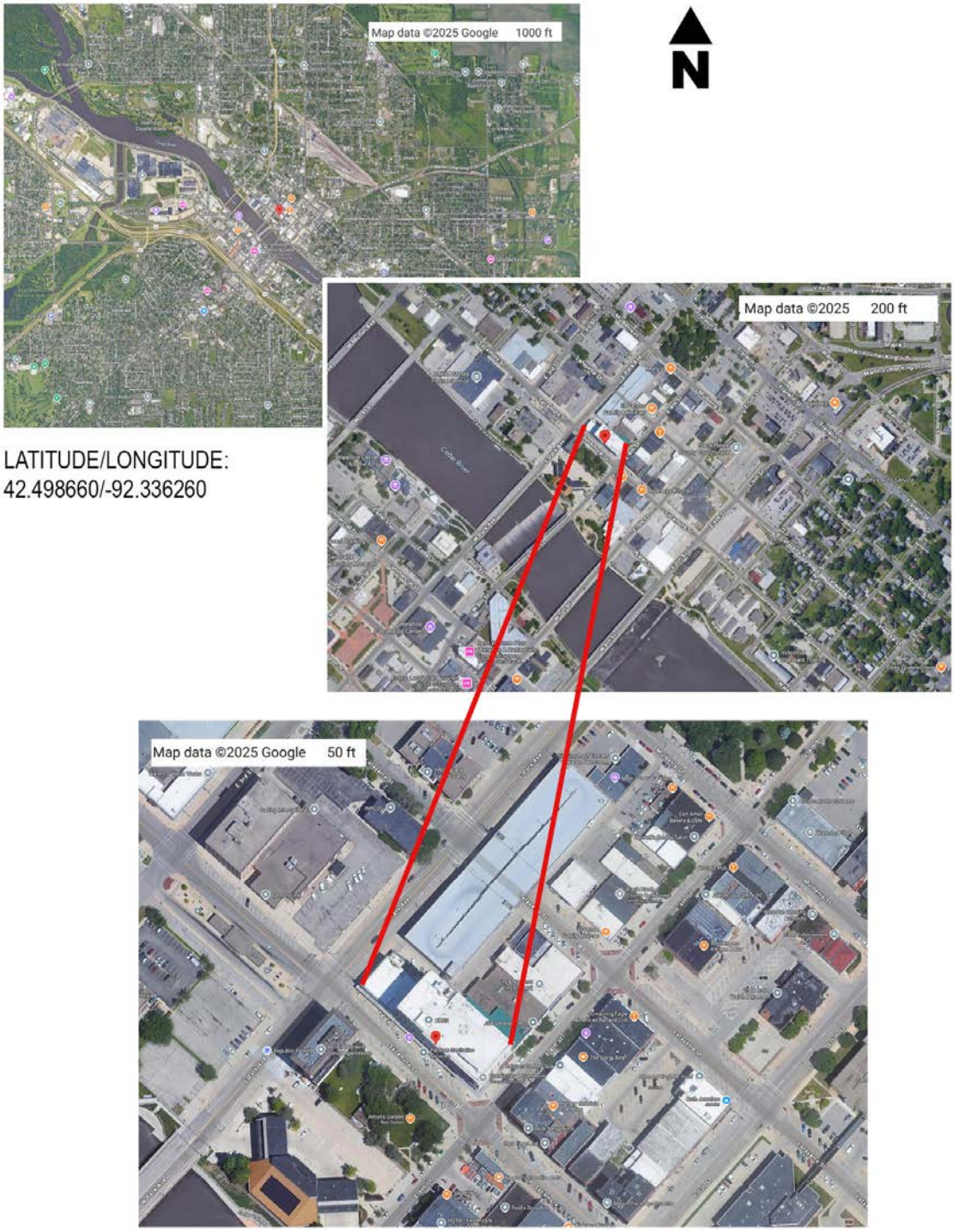
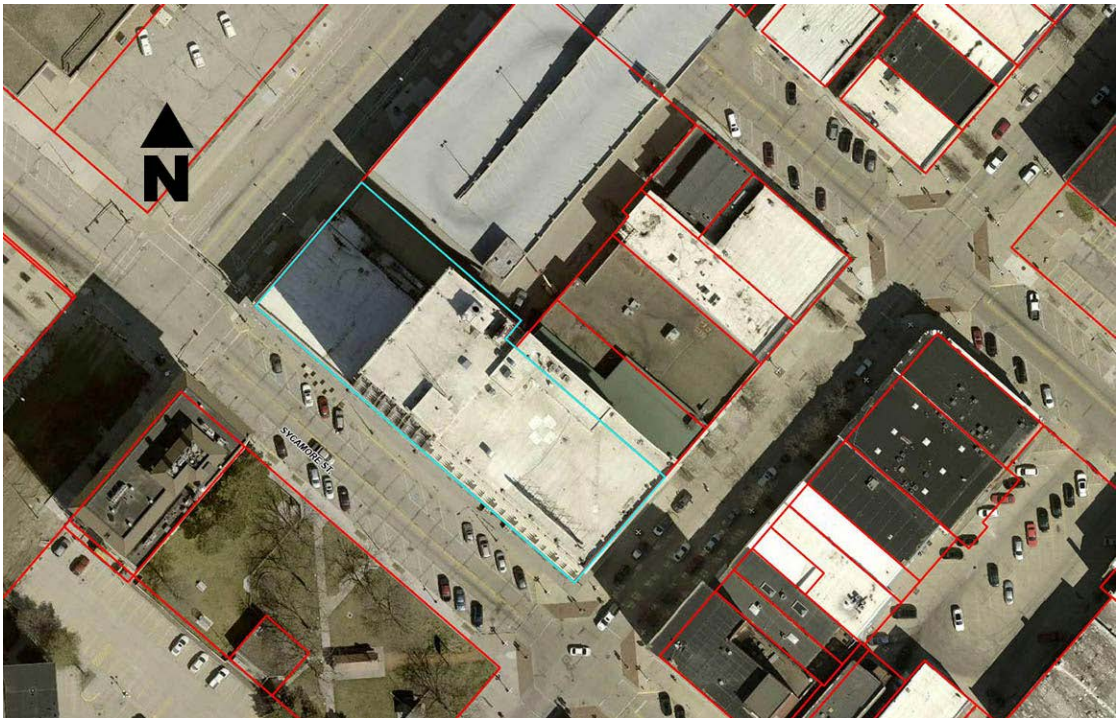


Map 02. Locator Map – 2025. The building location is indicated. (https://maps.google.com.)

James Black Dry Goods Co.	Black Hawk
Name of Property	County
501 Sycamore Street	Waterloo.
Address	City



Map 03. Assessor Parcel Map – 2025. The property boundaries are indicated in aqua. (https://beacon.schneidercorp.com/Application.aspx?AppID=1110&LayerID=27729&PageTypeID=4&PageID=11312&Q=354706816&KeyValue=891324361010.)

James Black Dry Goods Co.	Black Hawk
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501 Sycamore Street	Waterloo.
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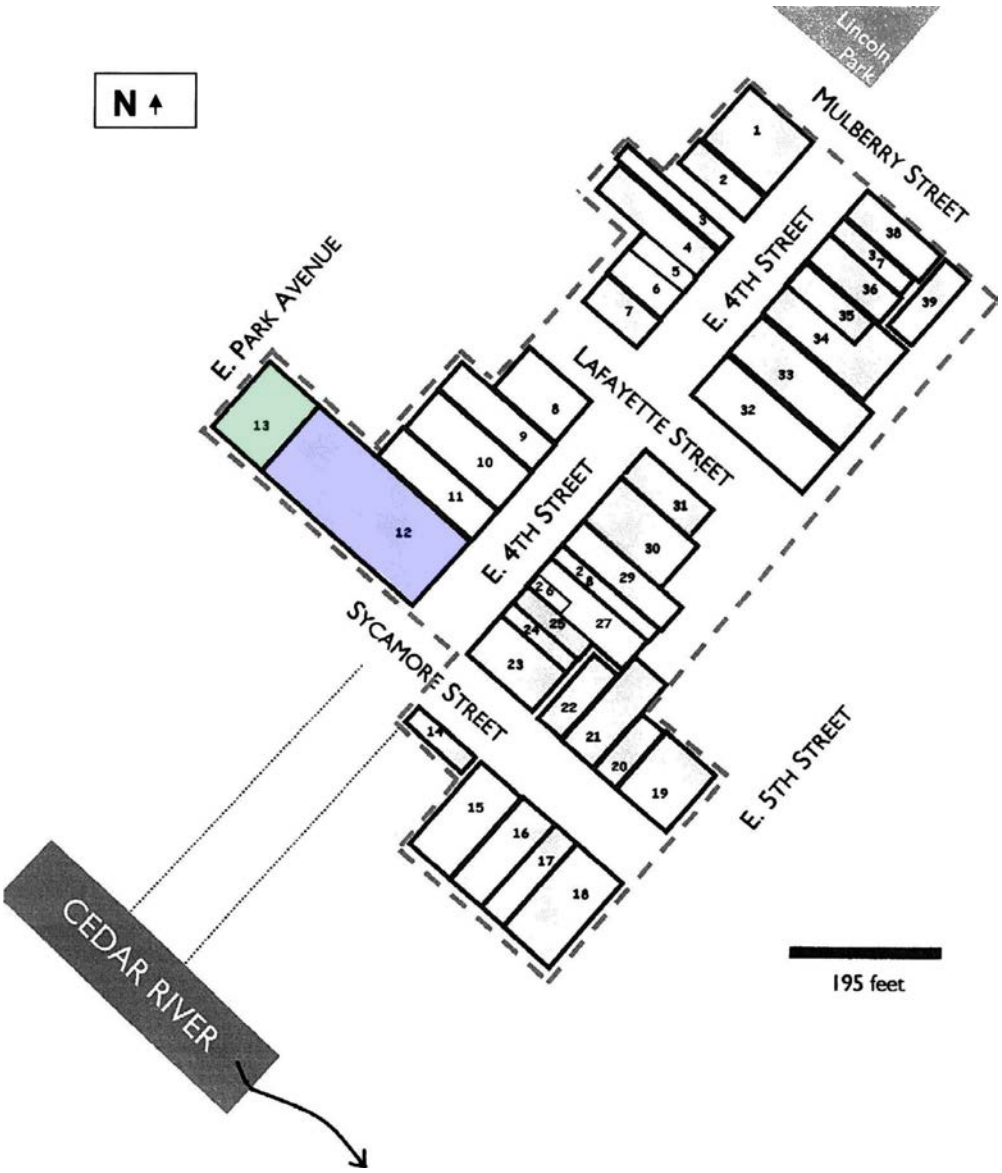


Map 04. Waterloo East Commercial Historic District Boundary Map – 2011. District boundaries are indicated in dashed line. The property is highlighted; the blue marking the original 1914 building and 1929 addition, with the green indicating the 1956 re-façade/addition. (National Register of Historic Places Registration Form, 2011.)

James Black Dry Goods – 301 Sycamore Street – Waterloo, Iowa

Local Landmark Application – PHOTOS (08/14/2025) Note: Directional references for interior views use cardinal points

01. Site view, looking southwest along E. 4th Street

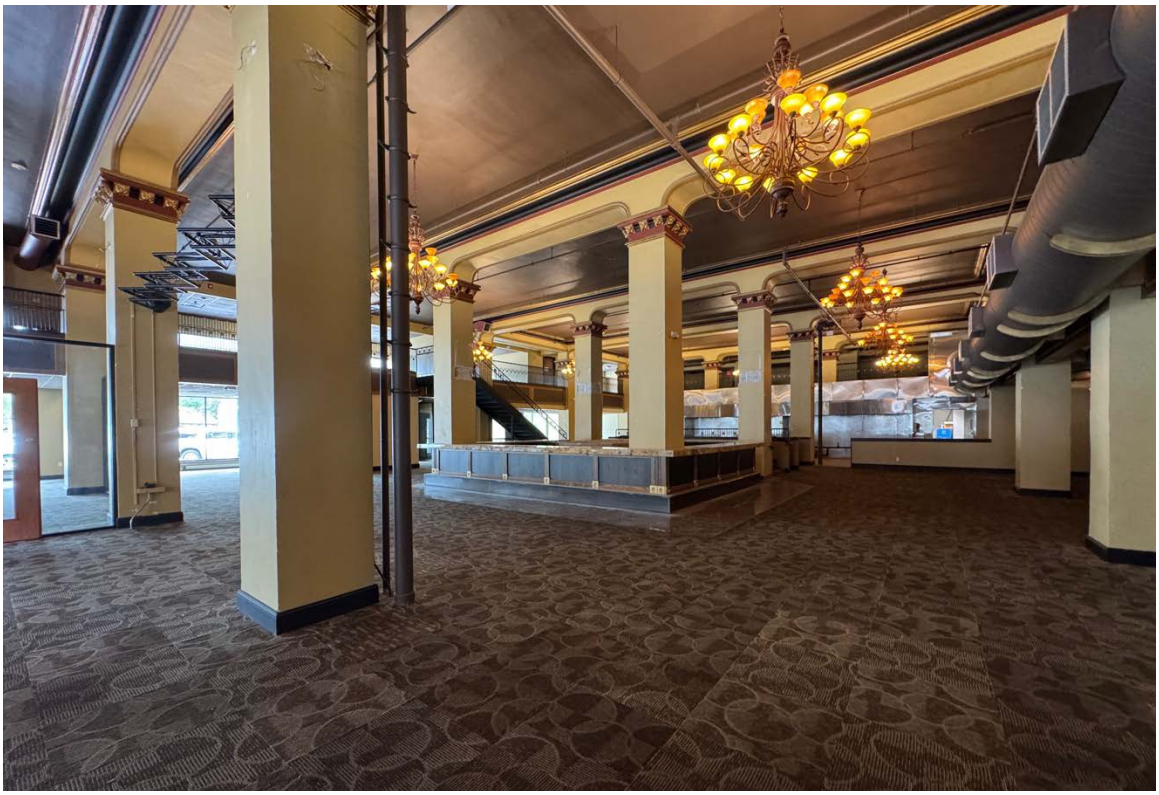
02. Exterior view, looking north across Sycamore and E. 4th Streets

03. Exterior view, looking east across Sycamore Street and Park Ave.

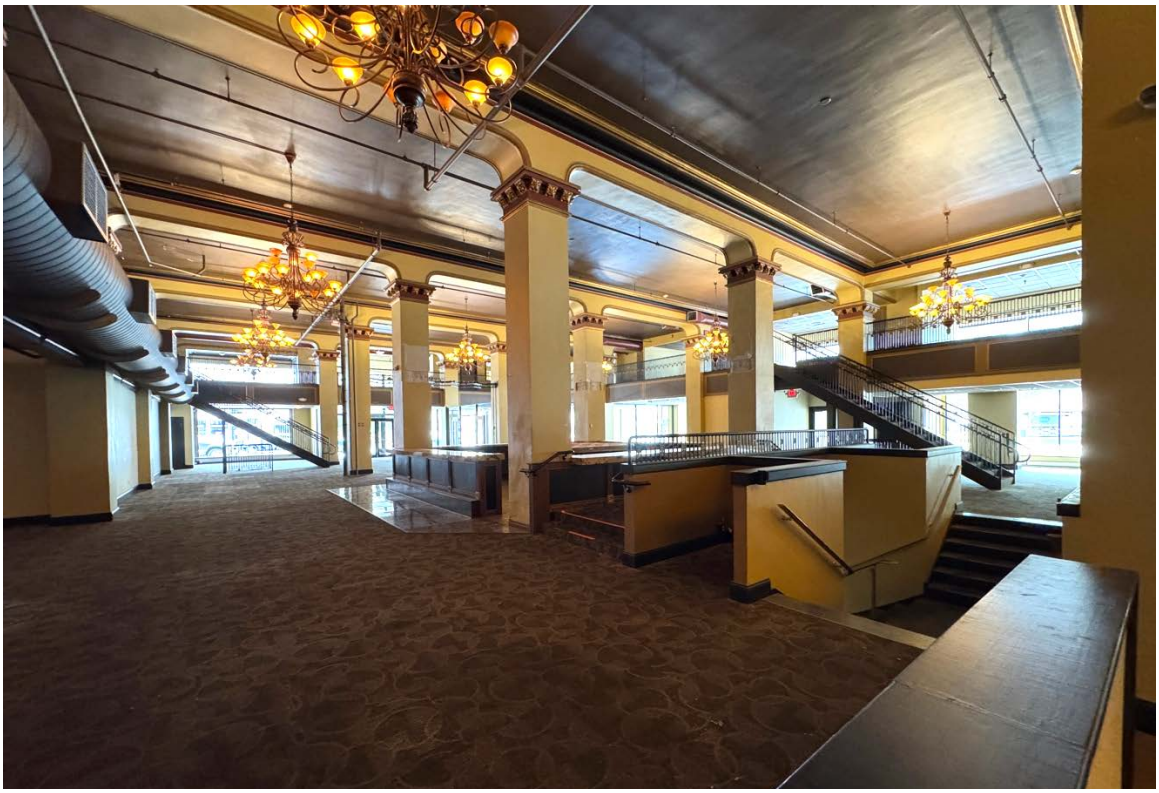
04. Exterior view, looking west across E. 4th Street

05. Exterior view of the original (1914) E. 4th Street entrance.

06. 1st floor, looking northwest through the 1st floor space

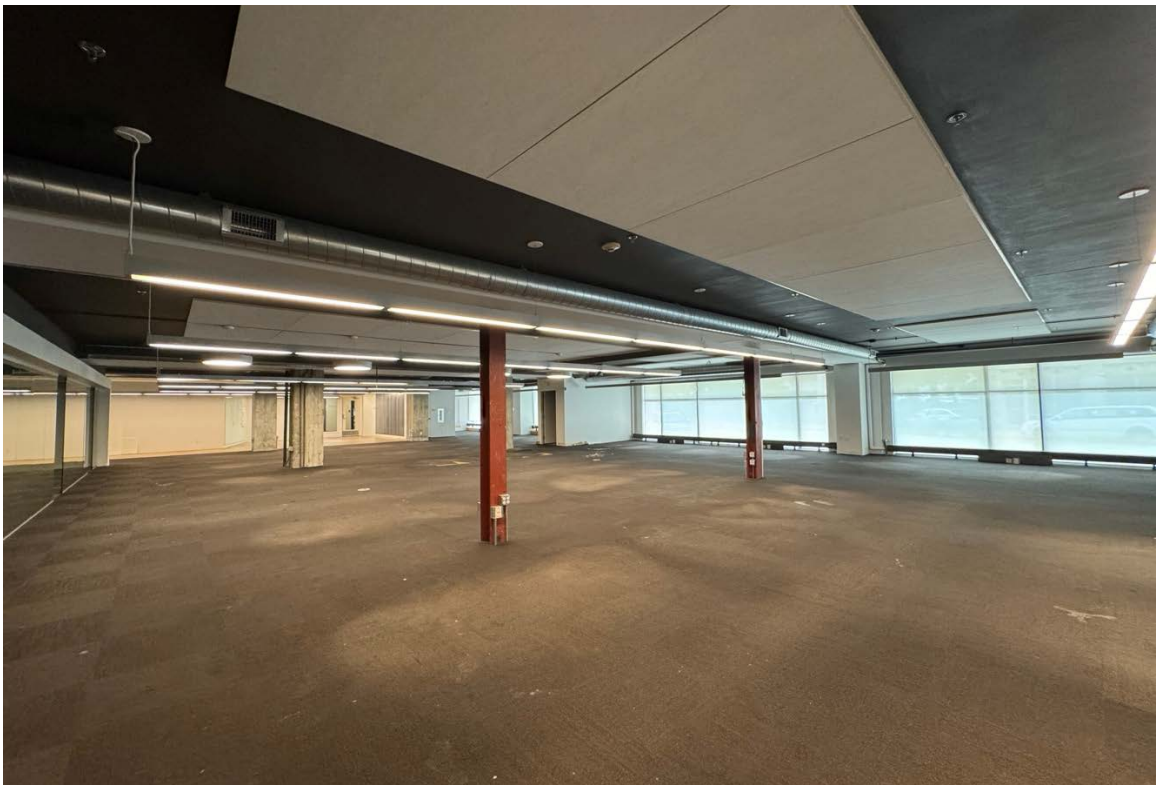


07. 1st floor, looking southwest with stair to basement at left

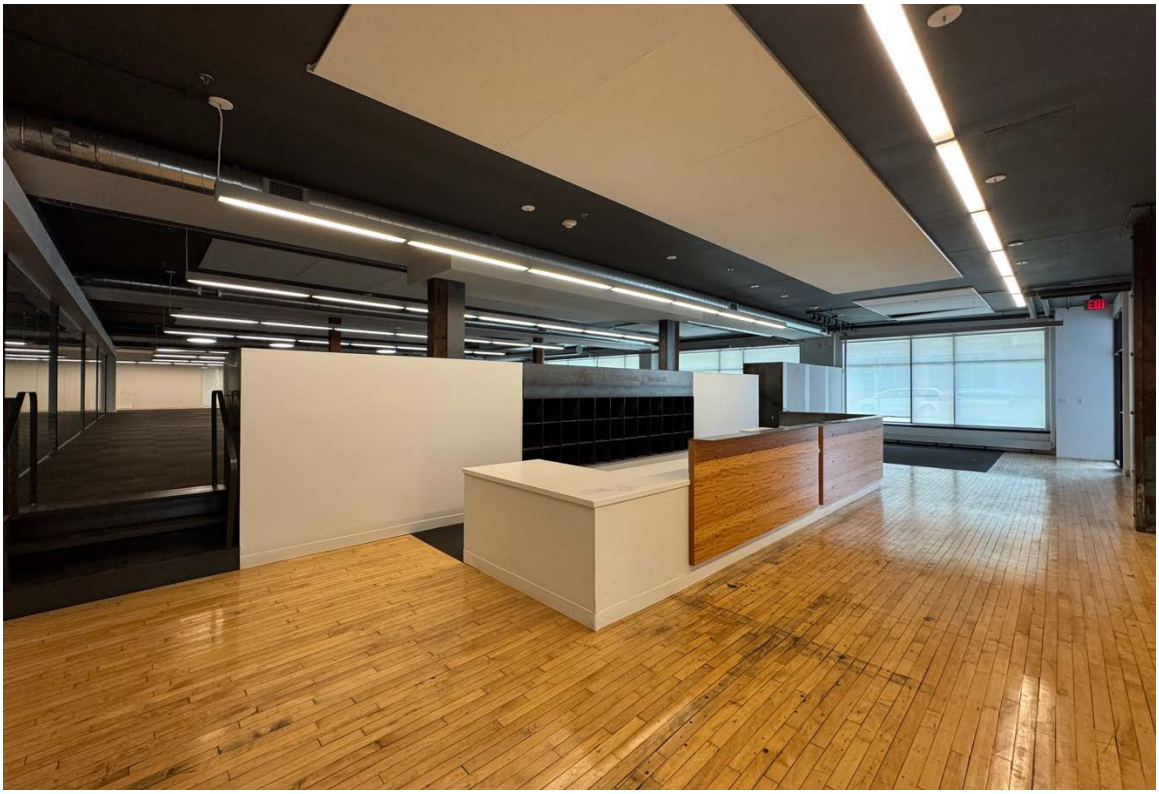


08. Sycamore Street entrance/elevator lobby, looking southeast

09. 1st floor of the 1956 addition, looking southwest



10. 1st floor of the 1956 addition, looking southwest

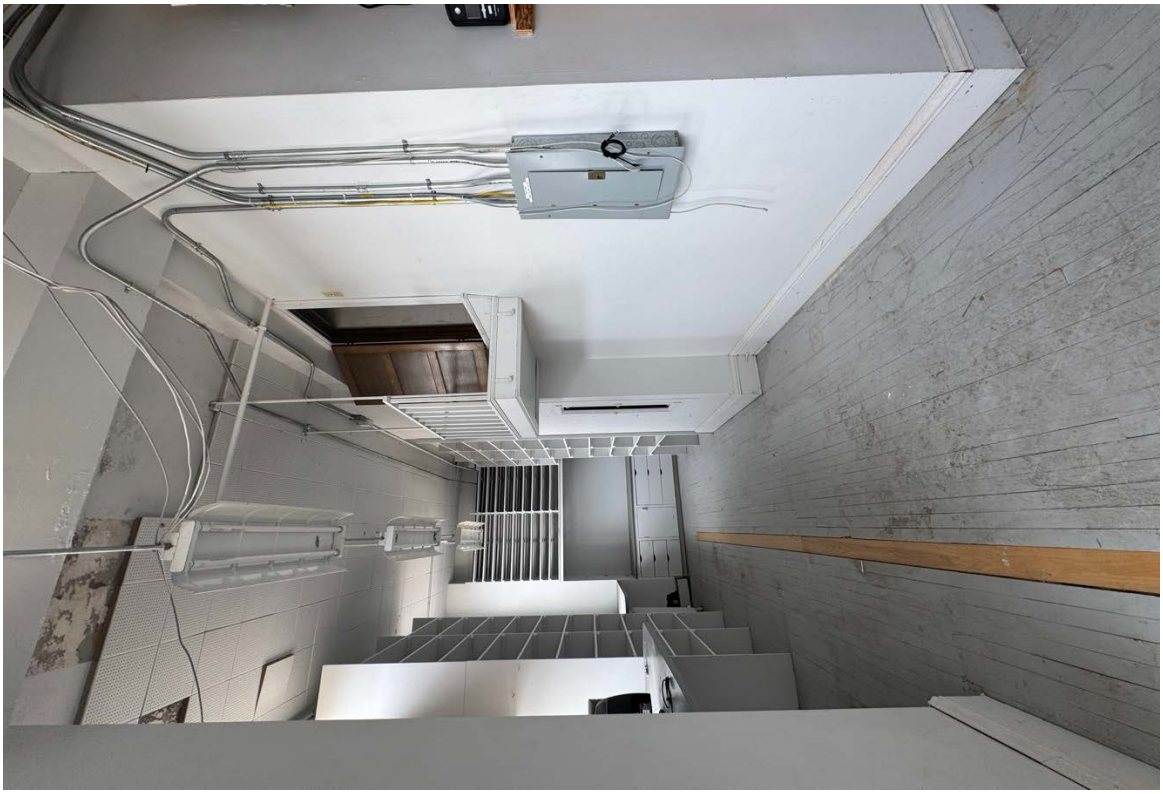


11. Mezzanine, looking north from the SE corner of the mezzanine level

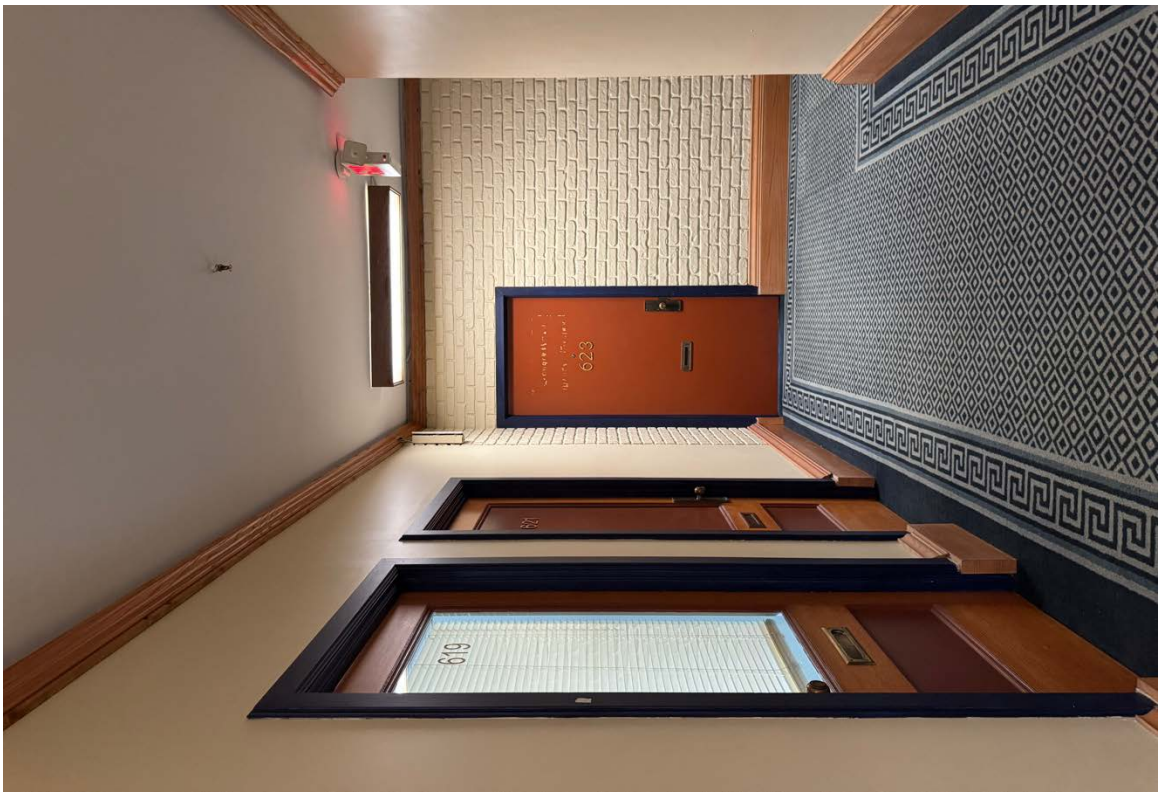
12. 3rd floor, looking west through the Sycamore Street elevator lobby

13. 3rd floor, looking southwest through a typical office space on floors 3-5

14. 3rd floor looking south through the historic mail/packaging room

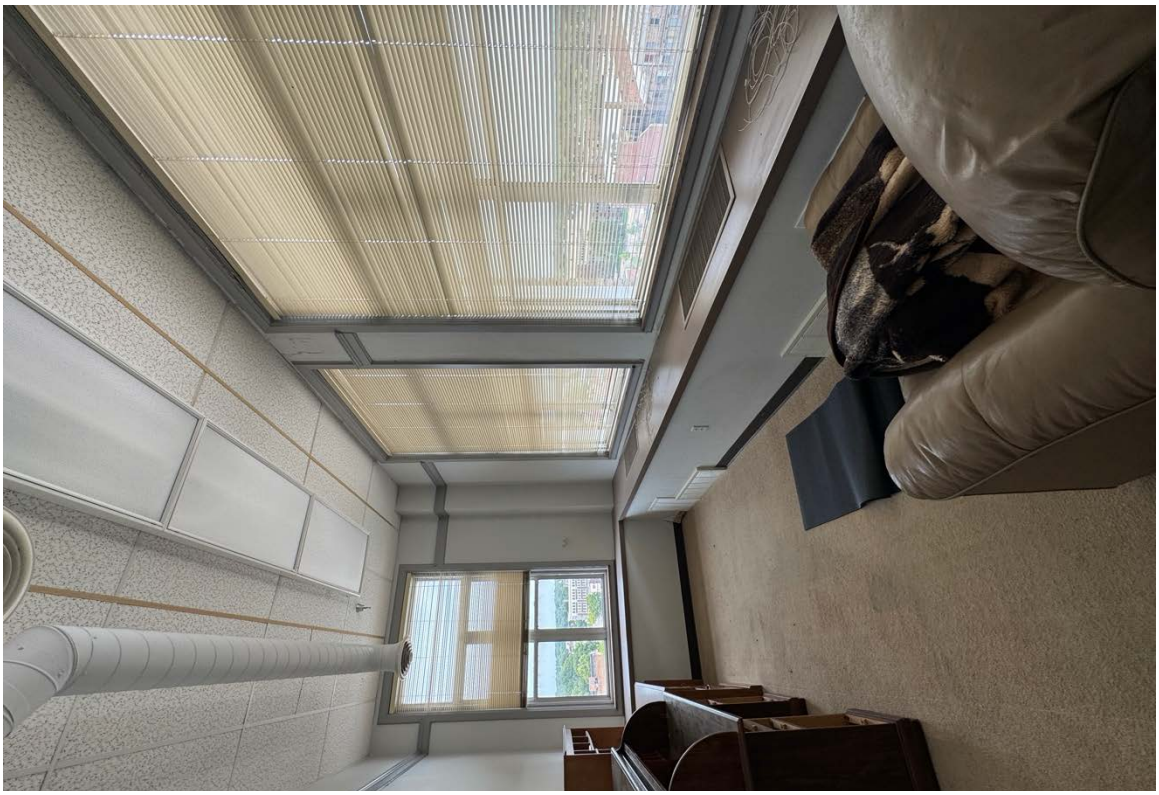


15. 6th floor, looking north along the historic hallway

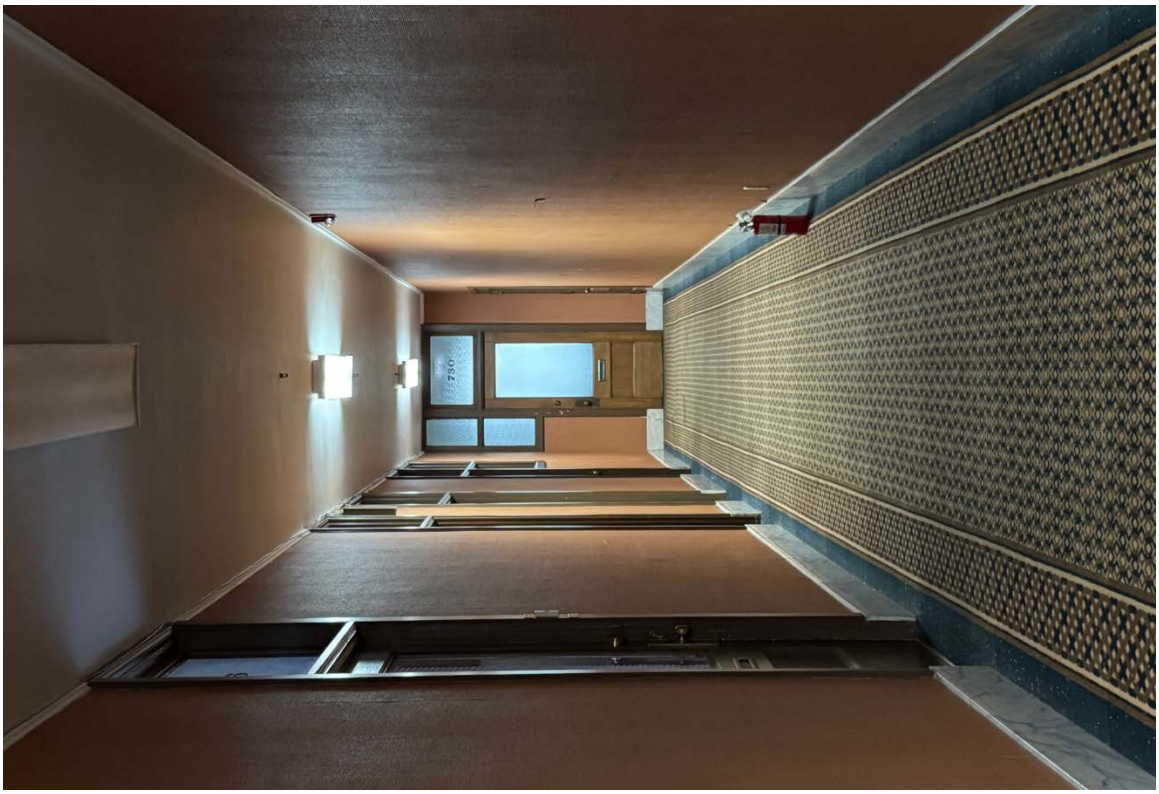


16. 6th floor, looking southeast through a typical office area on this floor

17. 6th floor, looking east through an historic office



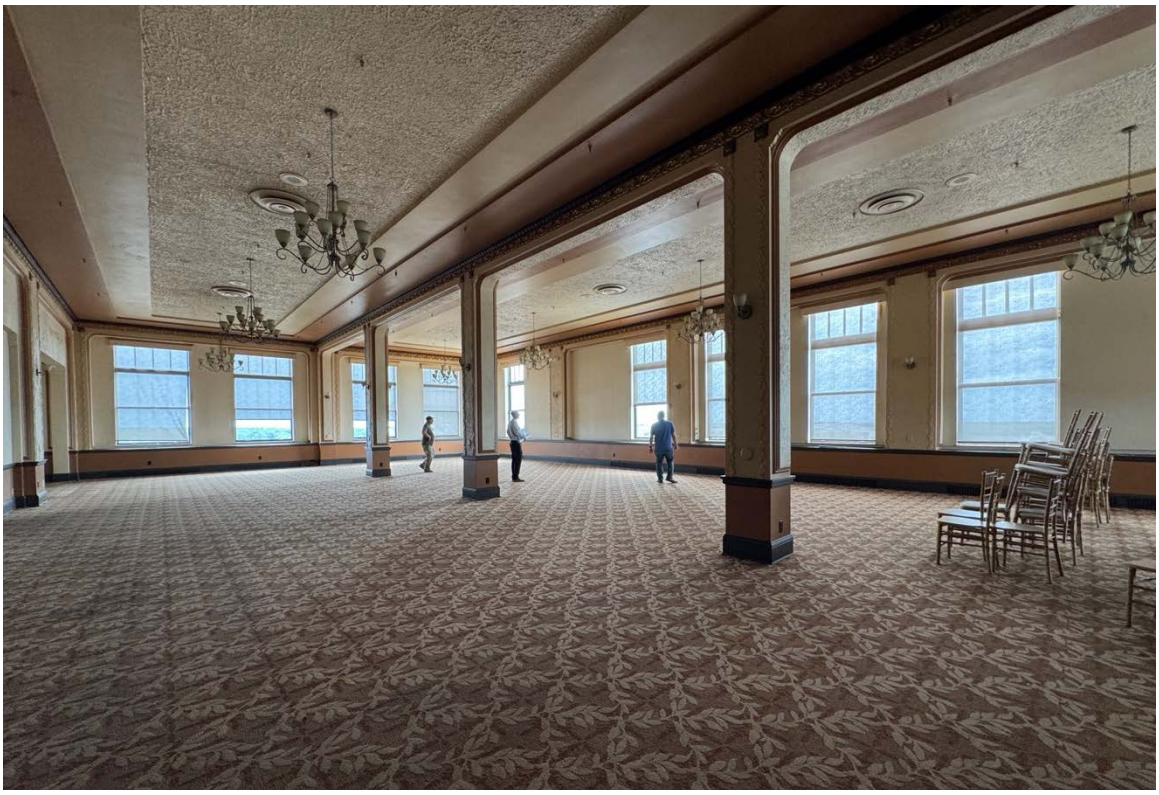
18. 7th floor, looking east along the historic hallway



19. 7th floor, looking southeast through a representative office on this floor

20. 8th floor, looking west through the Sycamore Street elevator lobby

21. 8th floor, looking northwest through the main venue space



22. 8th floor, looking northeast through the secondary venue space

23. 8th floor, looking west through a former office space

Figure 01. Architect's Rendering, 1911. ("New Home of the James Black Dry Goods Company as it Will Appear When Completed," *The Courier*, December 23, 1911: 02.)

Figure 02. James Black's Dry Goods Under Construction, 1913. (https://wcfcourier.com/news/local/ crime-and-courts/article_09203cfd-65a4-5023-a9f7-b7c3f543be26.html. Retrieved 08/15/2025.)

Figure 03. Looking east across the Cedar River, ca.1914. The visual impact of the newly completed Black's Dry Goods building is on full display in this view. (Image in the Public domain.)

Figure 04. Looking northeast across the Cedar River, ca.1914. The visual impact of the newly completed Black's Dry Goods building is on full display in this view. (Image in the Public domain.)

Figure 05. James Black's Dry Goods, ca.1914. The image captures the eight story dry goods building shortly after its completion. (A.KAY Consulting Postcard Collection.)

Figure 06. James Black's Dry Goods, ca.1914. The image captures the eight story dry goods building (left) and adjacent streetscape, looking south along Sycamore Street. (Image in the Public domain.)

Figure 07. Interior of James Black's Dry Goods, ca.1914. View of the main floor, looking south to the Fourth Street entrance. Note the column and beam structure, with ornate column capitals. It is difficult to discern in this image whether flooring is wood or carpet (carpet does appear in other areas). (A.KAY Consulting Postcard Collection.)

Figure 08. Interior of James Black's Dry Goods, ca.1914. View of the second floor – silk section. Note the finished ceilings, walls, structure, and the wood floors. (A.KAY Consulting Postcard Collection.)

Figure 09. Interior of James Black's Dry Goods, ca.1914. View of the third floor – Millinery. Note the consistent use of plaster finished ceiling, walls, beams, and columns along with dark millwork. In this area, wood floors are covered by carpet. (A.KAY Consulting Postcard Collection.)

Figure 10. Interior of James Black's Dry Goods, ca.1914. View of the fourth floor – Draperies and Curtains (top view). Note the consistent visual character between floors and sections of the same floor. (A.KAY Consulting Postcard Collection.)

Figure 11. Interior of James Black's Dry Goods, ca.1914. View of the French Room (top view) and the Waist and Muslin Underwear Section. Note that floors in both sections appear to be carpet. (A.KAY Consulting Postcard Collection.)

Figure 12. Architect's Rendering of the 1928 addition, December 1927. Note the two-story commercial building at left; the site of the 1956 addition. ("Huge Annex Will Make Black's Bigger and Better Store," *The Courier,* December 31, 1927: 25.)

Figure 13. Construction Photo of the 1928 addition, December 1928. The news article notes that the exterior was nearly completed at this time. Note the appearance of adjoining commercial building, which had been much altered from the previous, December 1927 photograph. That alteration impacts the 1956 integration of the building with Black's. The image also illustrates that the current appearance - with punched openings and largely unadorned exterior character - is sympathetic to the character prior to the building's subsumption by Black's; character that was retained on the north elevation after the 1956 alteration (see Figure 17). ("Outer Construction Work Nearly Finished on Black Store Addition," *The Courier,* December 31, 1928: 29.)

Figure 14. James Black's Dry Goods, ca.1935 (https://wcfcourier.com/news/local/ crime-and-courts/article_09203cfd-65a4-5023-a9f7-b7c3f543be26.html. Retrieved 08/15/2025.)

Figure 15. James Black's Dry Goods, ca.1930 (post 1928 addition). The view shows the newly completed addition to the north as well as the treatment of storefronts at this time. (A.KAY Consulting Postcard Collection.)

Figure 16. Looking east along East Fourth Street from the Fourth Street Bridge, 1920s. The view illustrates the prominence of Black's (see rooftop sign on left) in the city's east commercial district. (A.KAY Consulting Postcard Collection).

Figure 17. Photo showing the second addition, which was the re-facade and interior renovation of the historic commercial building adjoining on the north, in 1956. The re-façade encapsulated what was, at that time, a three-story masonry commercial property that extended from the Black's tower to the corner. The property had been renovated in 1927, with the original parapet removed to accommodate the addition of a third floor, and the storefronts altered. The slipcover blocked all exterior windows on the west (leaving those on the north in place), which created a contemporary but neutral foil to the early 20th century tower; a deeply overhanging canopy was added along both façades to provide visual unity to the entirety of the Black's store. ("New Business Vista," *The Courier,* September 04, 1956: 01.)

Figure 18. View of the main floor, candy department which was situated between the "Dari-Bar" (near the entrance) and men's toiletries. The local news reported that the new "modern fixtures place all items in easy sight and reach of the customer." ("Black Establishes Customer Advisors," *The Courier*, September 04, 1956: 14.)

Figure 19. The first floor of the new addition was fitted for a new "Men's Store". The department featured a "male-attracting design, coloring, and fixtures." The new department was four times large than it was prior, providing the space necessary for a greater selection. ("Black Establishes Customer Advisors," *The Courier*, September 04, 1956: 14.)

Figure 20. James Black's Dry Goods – 8th Floor, Sky Room Restaurant, ca.1970s, looking east along the north wall (https://wcfcourier.com/news/local/crime-and-courts/article_09203cfd-65a4-5023-a9f7-b7c3f543be26.html. Retrieved 08/15/2025.)

Black Hawk County, IA

Summary

Parcel ID	891324361010
Alternate ID	
Property Address	501 SYCAMORE ST WATERLOO IA 50703
Sec/Twp/Rng	N/A
Brief Tax Description	ORIGINAL PLAT WATERLOO EAST LOT 7 BLK 13 EXC NELY 5 FT SW 38 FT LOT 8 BLK 13 LOT 9 BLK 13 LOT 10 BLK 13 (Note: Not to be used on legal documents)
Deed Book/Page	2025-11203 (8/4/2025)
Contract Book/Page	
Adjusted CSR Pts	0
Class	C - Commercial; M - Residential (MR R3+) (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
TIF District	941041 - WATERLOO RIVERFRONT UR TIF
School District	WATERLOO COMMUNITY SCHOOLS

Neighborhood

Neighborhood *DOWN DUAL WA-E

Owner information

Deed	Mail To
205 E 4TH LLC C/O JSA DEVELOPMENT LLC 215 E 4TH ST WATERLOO IA 50703	205 E 4TH LLC C/O JSA DEVELOPMENT LLC 215 E 4TH 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
7/31/2025	OSK XII REO LLC	205 E 4TH LLC	2025-11203	NORMAL	Deed		$3,750,000.00
10/3/2023	MIDTOWN DEVELOPMENT LLC	OSK XII REO LLC	2024-00005029	FORECLOSURES, FORFEITURES, SHERIFFS AND TAX SALES, OR TRANSFERS ...	Deed		$3,000,000.00

Show Deed/Contract

Show Deed/Contract

Land

Lot Area 0.73 Acres ;31,973 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Commercial Buildings

Building 1: Office - General, Brick on Block - 8", 9 Story, Built - 1913, 14512 SF, Bsmt - 14512 SF,
HVAC - Steam - (2 Pipe) / Package AC / Geo-Thermal/ Well, Roof - Conc. Deck/ Steel
Adjustments: Sprinkler - exposed wet, 145120 SF
Bsmt Finish, 3874 SF
Canopy - attached, 312 SF
Canopy - attached, 3121 SF

Addition 1: Office - General, Brick on Block - 8", 8 Story, Built - 1913, 480 SF, Bsmt - 0 SF
HVAC - Steam - (2 Pipe) / Package AC / Geo-Thermal/ Well, Roof - 4 Ply Compo/Conc. Deck/ Steel
Adjustments: Sprinkler - exposed wet, 3840 SF

Addition 2: Office - General, Brick on Block - 8", 8 Story, Built - 1913, 26 SF, Bsmt - 0 SF
HVAC - Steam - (2 Pipe) / Package AC / Geo-Thermal/ Well, Roof - 4 Ply Compo/Conc. Deck/ Steel
Adjustments: Sprinkler - exposed wet, 208 SF

Addition 3: Office - General, Brick on Block - 8", 8 Story, Built - 1913, 42 SF, Bsmt - 0 SF

HVAC - Steam - (2 Pipe) / Package AC / Geo-Thermal/ Well, Roof - 4 Ply Compo/Conc. Deck/ Steel
Adjustments: Sprinkler - exposed wet, 336 SF

Addition 4: Office - General, Brick on Block - 8", 8 Story, Built - 1913, 26 SF, Bsmt - 0 SF
HVAC - Steam - (2 Pipe) / Package AC / Geo-Thermal/ Well, Roof - 4 Ply Compo/Conc. Deck/ Steel
Adjustments: Sprinkler - exposed wet, 208 SF

Addition 5: Office - General, Brick on Block - 8", 8 Story, Built - 1913, 20 SF, Bsmt - 0 SF
HVAC - Steam - (2 Pipe) / Package AC / Geo-Thermal/ Well, Roof - 4 Ply Compo/Conc. Deck/ Steel
Adjustments: Sprinkler - exposed wet, 160 SF

Addition 6: Office - General, Brick on Block - 8", 8 Story, Built - 1913, 5376 SF, Bsmt - 5376 SF
HVAC - Steam - (2 Pipe) / Package AC / Geo-Thermal/ Well, Roof - 4 Ply Compo/Conc. Deck/ Steel
Adjustments: Sprinkler - exposed wet, 43008 SF

Addition 7: Store - Retail Small, Brick on Block - 8", 3 Story, Built - 1929, 2220 SF, Bsmt - 2220 SF
HVAC - Steam - (2 Pipe) / Package AC / Geo-Thermal/ Well, Roof - Conc. Deck/ Steel
Adjustments: Sprinkler - exposed wet, 8880 SF

Addition 8: Store - Retail Small, Brick on Block - 8", 3 Story, Built - 1929, 4054 SF, Bsmt - 4054 SF
HVAC - Steam - (2 Pipe) / Package AC / Geo-Thermal/ Well, Roof - Conc. Deck/ Steel
Adjustments: Sprinkler - exposed wet, 16216 SF
Balcony, 60 SF
Balcony, 60 SF

Addition 9: Store - Retail Small, Solid Brick - 8", 1 Story, Built - 1929, 1408 SF, Bsmt - 1408 SF
HVAC - Steam - (2 Pipe) / Package AC / Geo-Thermal/ Well, Roof - 4 Ply Compo/Conc. Deck/ Steel
Adjustments: Sprinkler - exposed wet, 1408 SF

Addition 10: Apartment, , 2 Story, Built - 1929, 238 SF, Bsmt - 0 SF
HVAC - , Roof -
Adjustments: Sprinkler - exposed wet, 476 SF

Plumbing: 24 - Toilet Room 12 - Lavatory 10 - Water Closet 12 - Urinal - Wall 4 - Sink-Kitchen

Building Extras: #1- Elevator - Freight Electric, Power Elev, 250 Ft/Min, 11 Stops, Manual Door, 4,000 LB Capacity, 1913, Qty2
#2- Elevator - Pass. Electric, Geared, 550 Ft/Min, 9 Stops, 2,500 Lb Capacity, 1980, Qty2
#3- Elevator - Pass. Electric, Geared, 350 Ft/Min, 10 Stops, 2,000 Lb Capacity, 1913, Qty1
#4- BSMT EXTENSION, Quantity=3,048.00, Units=Square Feet, Height=0, 1913, Qty1
#5- PENTHOUSE, Quantity=216.00, Units=Square Feet, Height=0, 1913, Qty1
#6- PENTHOUSE, Quantity=1,940.00, Units=Square Feet, Height=0, 1913, Qty1
#7- PENTHOUSE, Quantity=408.00, Units=Square Feet, Height=0, 1913, Qty1

Permits

Permit #	Date	Description	Amount
FC	01/13/2025	Misc	0
WA 06179	05/12/2023	Int-Remodel	84,118
WA 14685	11/10/2021	A/C	11,000
WA 01629	05/19/2014	Roof	150,000

Valuation

		2025	2024	2023	2022	2021
	Classification	Commercial / Residential (Mr R3+)	Commercial / Residential (Mr R3+)	Commercial / Residential (Mr R3+)	Commercial / Residential (Mr R3+)	Commercial / Residential (Mr R3+)
+	Assessed Land Value	$183,500	$183,500	$183,500	$97,740	$97,740
+	Assessed Improvement Value	$3,182,288	$3,182,288	$4,099,584	$3,724,243	$3,724,243
+	Assessed Dwelling Value	$134,212	$134,212	$170,816	$155,177	$155,177
=	**Gross Assessed Value**	**$3,500,000**	**$3,500,000**	**$4,453,900**	**$3,977,160**	**$3,977,160**
-	Exempt Value	$0	$0	$0	$0	$0
=	**Net Assessed Value**	**$3,500,000**	**$3,500,000**	**$4,453,900**	**$3,977,160**	**$3,977,160**

Taxation

		2024 Pay 2025-2026	2023 Pay 2024-2025	2022 Pay 2023-2024	2021 Pay 2022-2023
+	Taxable Land Value	$158,676	$159,248	$85,281	$86,940
+	Taxable Improvement Value	$2,803,555	$3,626,838	$3,300,097	$3,351,819
+	Taxable Dwelling Value	$63,659	$79,161	$84,804	$98,925
=	**Gross Taxable Value**	**$3,025,890**	**$3,865,247**	**$3,470,182**	**$3,537,684**
-	Homestead 65+ Exemption	$0	$0	$0	$0
-	Military Exemption	$0	$0	$0	$0
=	**Net Taxable Value**	**$3,025,890**	**$3,865,247**	**$3,470,182**	**$3,537,684**
x	Levy Rate (per $1000 of value)	45.73658	43.12949	40.18730	39.49908
=	**Gross Taxes Due**	**$138,393.86**	**$166,706.13**	**$139,457.24**	**$139,735.27**
-	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	($2,933.85)

=	**Net Taxes Due**	**$138,393.86**	**$166,706.13**	**$139,457.24**	**$136,801.42**

Tax History

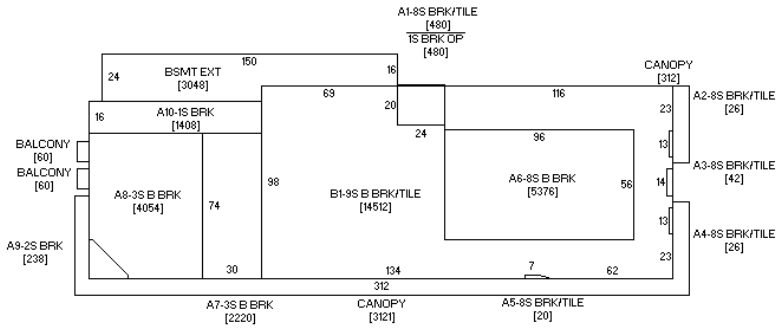
Year	Due Date	Amount	Paid	Date Paid	Receipt
2024	March 2026 September 2025	$69,197 $69,197	Yes Yes	8/5/2025 8/5/2025	739355
2023	March 2025 September 2024	$0 $38	No Yes	 12/9/2024	667974
2023	March 2025 September 2024	$0 $2,501	No Yes	 11/27/2024	667974
2023	March 2025 September 2024	$83,353 $83,353	Yes Yes	3/7/2025 12/9/2024	667974
2022	March 2024 September 2023	$69,729 $69,729	Yes Yes	4/3/2024 10/2/2023	518248
2021	March 2023 September 2022	$5,130 $11,286	Yes Yes	8/31/2023 8/31/2023	437568
2021	March 2023 September 2022	$68,401 $68,401	Yes Yes	8/31/2023 8/31/2023	437568
2021	March 2023 September 2022	$0 $4	No Yes	 8/31/2023	437568
2020	March 2022 September 2021	$0 $4	No Yes	 8/31/2023	372569
2020	March 2022 September 2021	$17,738 $23,998	Yes Yes	8/31/2023 8/31/2023	372569
2020	March 2022 September 2021	$69,560 $69,560	Yes Yes	8/31/2023 8/31/2023	372569
2019	March 2021 September 2020	$0 $4	No Yes	 8/31/2023	273582
2019	March 2021 September 2020	$70,257 $70,257	Yes Yes	8/31/2023 8/31/2023	273582
2019	March 2021 September 2020	$30,562 $36,885	Yes Yes	8/31/2023 8/31/2023	273582
2018	March 2020 September 2019	$5,619 $0	Yes No	8/31/2023 	047975
2018	March 2020 September 2019	$10,285 $16,456	Yes Yes	5/4/2021 5/4/2021	047975
2018	March 2020 September 2019	$68,566 $68,566	Yes Yes	8/31/2023 5/4/2021	047975
2017	March 2019 September 2018	$69,716 $69,716	Yes Yes	3/29/2019 11/29/2018	047975
2017	March 2019 September 2018	$0 $2,091	No Yes	 11/29/2018	047975
2016	March 2018 September 2017	$68,622 $68,622	Yes Yes	11/29/2018 11/29/2018	047975
2016	March 2018 September 2017	$3,088 $9,264	Yes Yes	11/29/2018 11/29/2018	047975

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: 10/06/2022

To: 10/06/2025

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, Residental Dwellings, Agricultural Buildings, Yard Extras, Exemptions, 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: 10/3/2025, 10:37:50 PM

Contact Us

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	March 2, 2026

AGENDA ITEM TITLE

Resolution setting date of public hearing as March 16, 2026, to approve the request by C&S Properties to rezone approximately 0.49 acres from “R-4” Multiple Residence District to “C-2” Commercial District located at 911 South Street and 519 W. 7th Street, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The rezone request meets all the requirements of the Zoning Ordinance since there is no minimum lot area or width for commercial uses in the “C-2” Commercial District. Vehicle sale lots are allowed in the “C-2” zone and are allowed without a principal building on the lot when it is a satellite lot that abuts or is across the street from a lot with a principal building on it. The principal building for the C&S Car Company is across 7th Street at 812 Washington Street.
The applicant is not looking to subdivide the property at this time.
The applicant is proposing to rezone 0.49 acres of land from “R-4” Multiple Residence District to “C-2” Commercial District. There are 2 properties that are being requested to be rezoned, 911 South Street and 519 West 7th Street. The 2 properties will be used for the expansion of C&S Car Company.
The plans are still being finalized but it is anticipated that the area will initially be used as a satellite lot once all drainage and hard surfacing requirements are met.
C&S Car Company has an existing parking lot adjacent to the rezone area.
The building on 519 West 7th Street has already been removed. C&S Properties have received approval from the Historic Preservation Commission to demolish the house and garage at 911 South Street, as the house was considered historic in past surveys, and will be torn down soon.
The Engineering department noted that they will need drainage and SWPPP plans.
The Planning, Programming, and Zoning Commission unanimously recommended approval at their meeting on February 10, 2026.

NEIGHBORHOOD IMPACT

The rezone request will allow for the expansion of C&S Car Company and would not appear to have a negative impact upon the surrounding area as the area has slowly been converting from residential uses to commercial uses near the blocks adjacent to Highway 218.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

At their regular meeting on February 10, 2026, the Planning, Programming, and Zoning recommended approval of the request unanimously. Notice was sent to property owners within 250 feet.

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

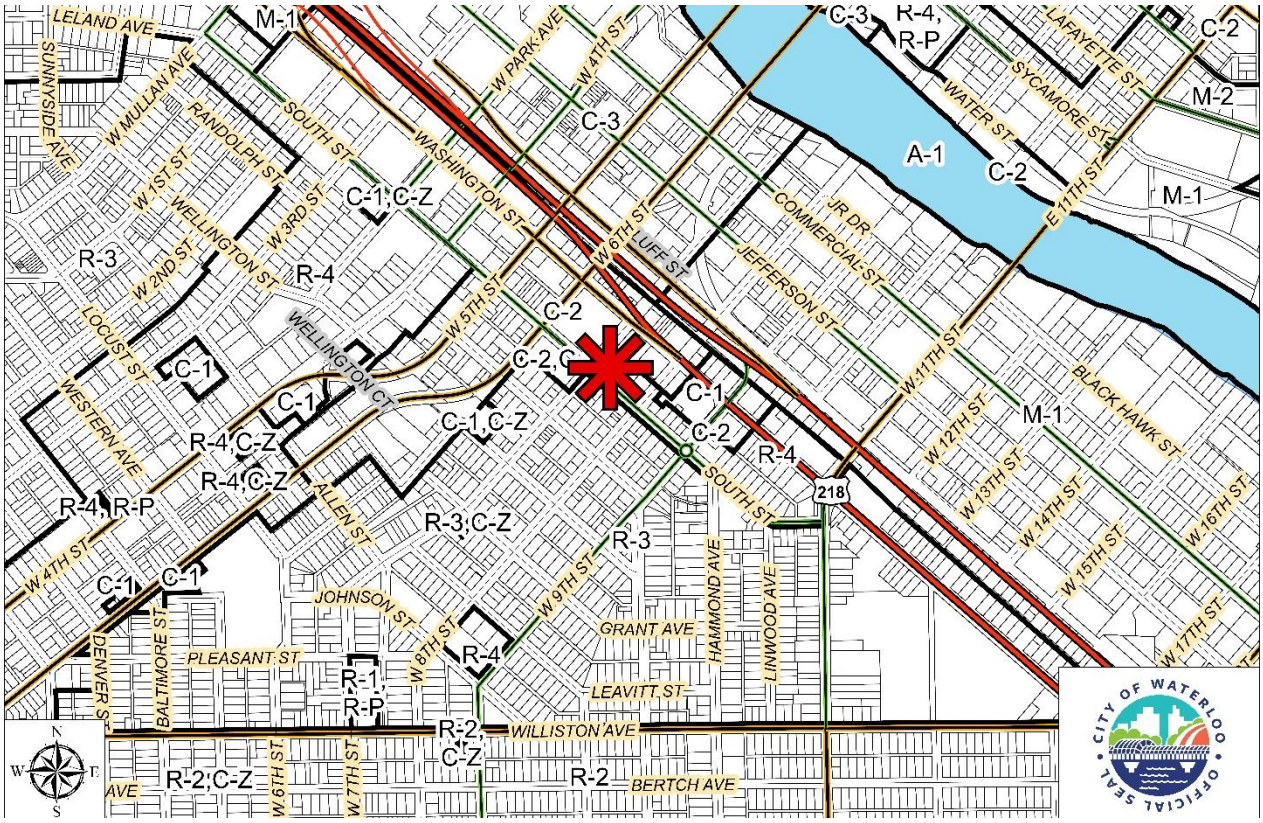
The Southwesterly 80 feet of Lots 6 and 7, and the Northwesterly 30 feet of the Southwesterly 80 feet of Lot 8, all in Block 6, in Doe's Addition to the Village of Waterloo, Iowa.
AND
The Northeasterly 60 feet of Lots 6 and 7 and the Northeasterly 60 feet of the Northwesterly One-half of Lot 8, Block 6, in Doe's Addition to the Village (now City) of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

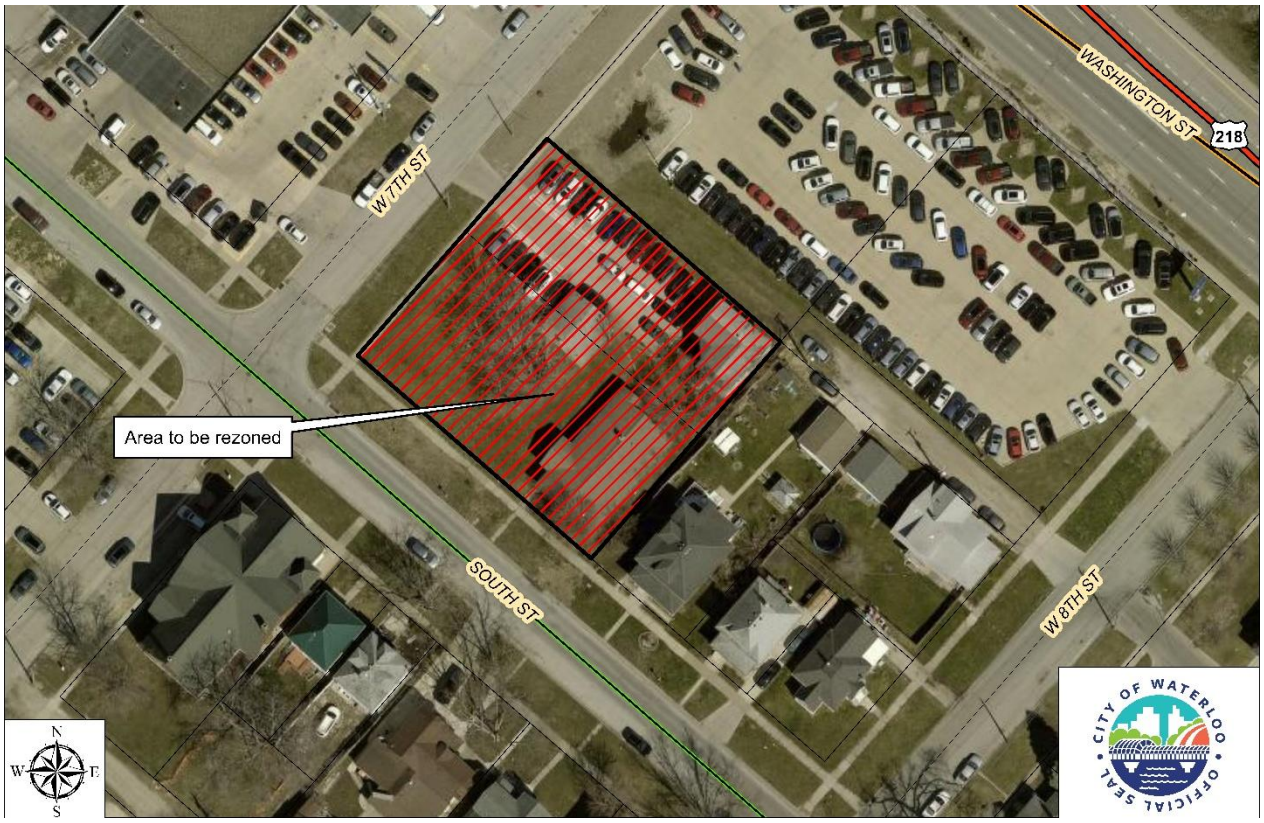
1. Staff report C&S rezone R4 to C2

CITY OF WATERLOO
Planning & Zoning

TO:	Planning, Programming, and Zoning Commission
PREPARER:	Joseph Geilman, Planner I
PZ MEETING DATE:	February 10, 2026
REQUEST:	Rezone 0.49 acres from “R-4” Multiple Residence District to “C-2” Commercial District.
APPLICANT:	C&S Properties
LOCATION:	911 South Street and 519 West 7th Street.

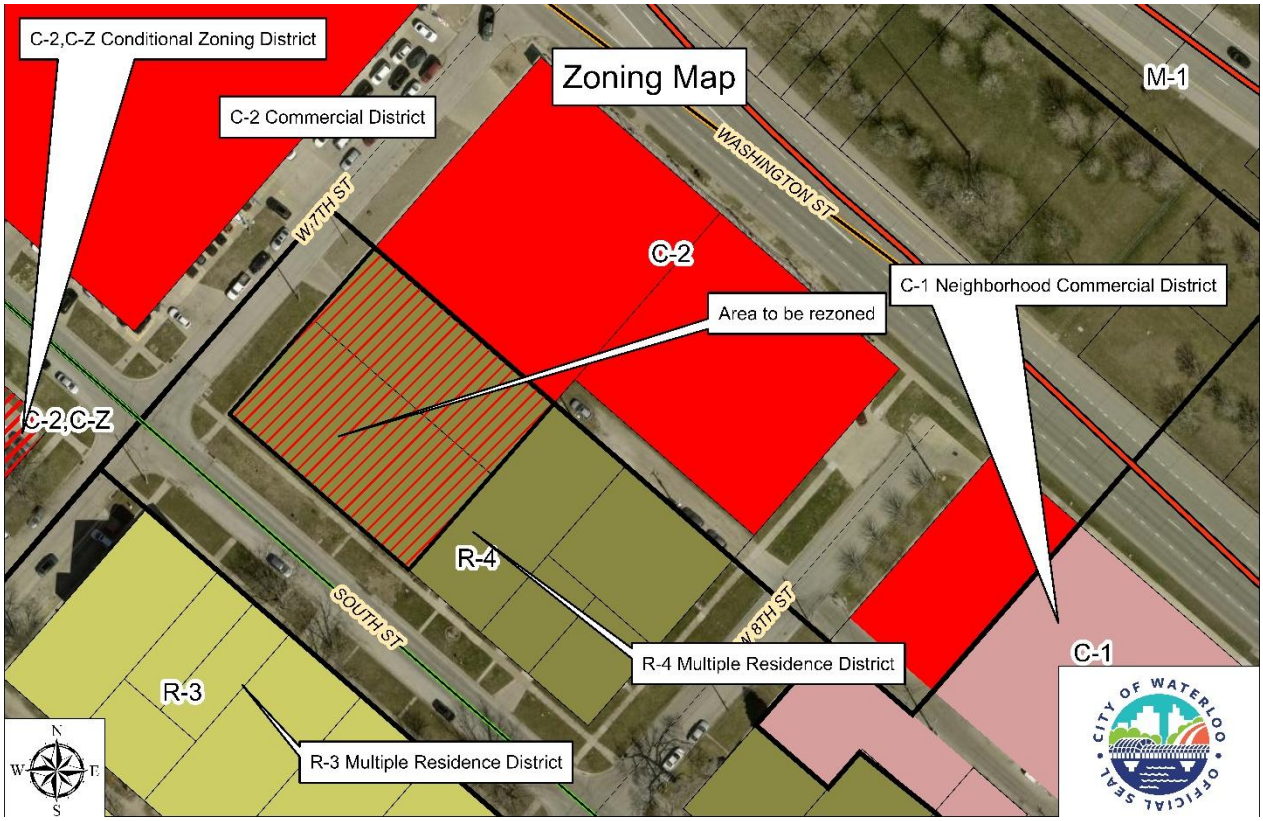


SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The rezone request will allow for the expansion of C&S Car Company and would not appear to have a negative impact upon the surrounding area as the area has slowly been converting from residential uses to commercial uses near the blocks adjacent to Highway 218.

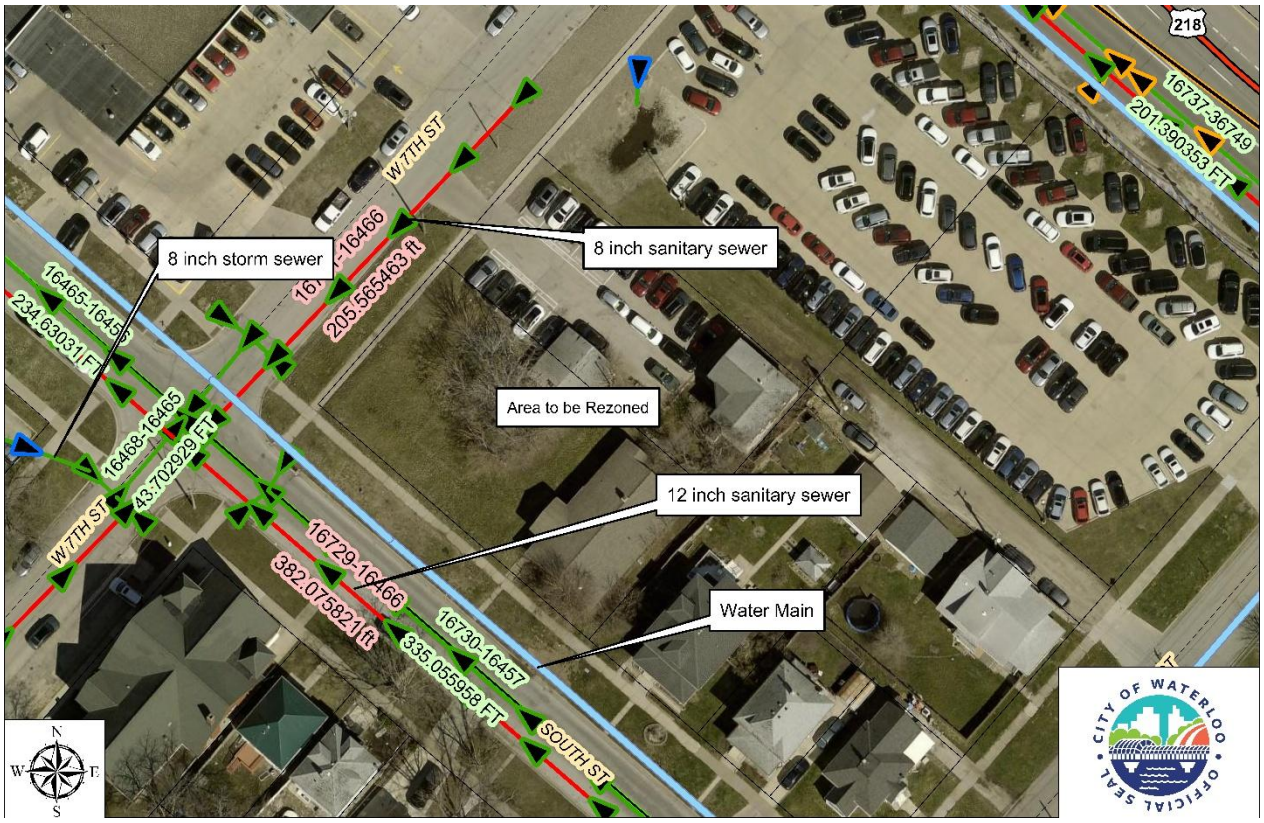


VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed rezone request would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area as 7th Street at this location does not have a high volume of traffic. The site is served by South Street, which is a Collector, and by 7th Street, which is a local street.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There are no recreational trail located near the site. There are sidewalks located on South Street and 7th Street.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned “R-4” Multiple Residence District since the adoption of the zoning ordinance in 1969. Surrounding land uses and their zoning designations are as follows: **North** – C&S car company, zoned “C-2” Commercial District. **South** – Residential uses, zoned “R-3” Multiple Residence District and “R-4” Multiple Residence District. **East** – Commercial and Residential uses, zoned “C-2” Commercial District and “R-4” Multiple Residence District.

West – Commercial and Residential uses, zoned “C-2, C-Z” Conditionally Zoned Commercial District and “R-3” Multiple Residence District.



DEVELOPMENT HISTORY:	The surrounding area consists of commercial uses and residential dwellings. The residential dwellings were built between 1886 and 1917.
PUBLIC /OPEN SPACES/ SCHOOLS:	Irving Elementary School is approximately half a mile to the southwest. Washington Park is located 0.3 miles to the northwest of the rezone site.
FLOODPLAIN:	No portion of the property is located within a flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025, Panel number 0302F, dated July 18, 2011.
DRAINAGE:	The applicant will need to work with the Engineering Department to get a drainage plan for the site.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.:	There is an 8” sanitary main and a 10” storm main running along 7th Street. There is a 6” water main, 18” storm main, and 12” sanitary sewer running along South Street.



STAFF ANALYSIS – ZONING ORDINANCE:

The rezone request meets all the requirements of the Zoning Ordinance since there is no minimum lot area or width for commercial uses in the “C-2” Commercial District. Vehicle sale lots are allowed in the “C-2” zone and are allowed without a principal building on the lot when it is a satellite lot that abuts or is across the street from a lot with a principal building on it. The principal building for the C&S Car Company is across 7th Street at 812 Washington Street.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:

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

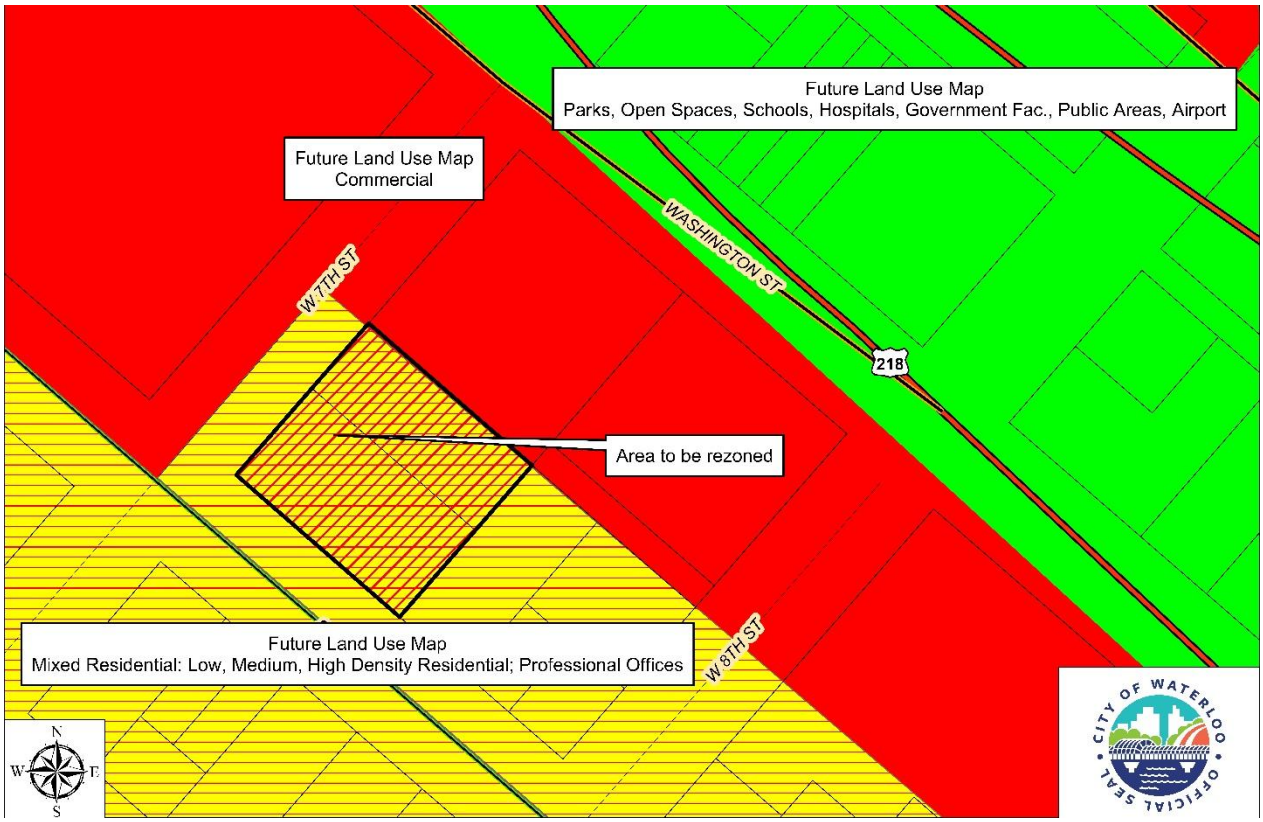
STAFF ANALYSIS – SITE ANALYSIS:

The applicant is proposing to rezone 0.49 acres of land from “R-4” Multiple Residence District to “C-2” Commercial District. There are 2 properties that are being requested to be rezoned, 911 South Street and 519 West 7th Street. The 2 properties will be used for the expansion of C&S Car Company.

The plans are still being finalized but it is anticipated that the area will initially be used as a satellite lot once all drainage and hard surfacing requirements are met.

C&S Car Company has an existing parking lot adjacent to the rezone area.

	The building on 519 West 7th Street has already been removed. C&S Properties have received approval from the Historic Preservation Commission to demolish the house and garage at 911 South Street, as the house was considered historic in past surveys, and will be torn down soon.
TECH REVIEW AND UPDATES:	The Engineering department noted that they will need drainage and SWPPP plans.
PLANNING, PROGRAMMING AND ZONING COMMISSION:	The Planning, Programming, and Zoning Commission unanimously recommended approval at their meeting on February 10, 2026.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	This area is designated as Mixed Residential on the future land use map, a component of the Comprehensive Plan. Mixed residential allows for commercial uses that are considered neighborhood commercial. With the main site for C&S at 819 Washington Street, this would appear to be a compatible land use decision.



Picture 1: 519 West 7th Street

Picture 2: 911 South Street

Picture 3: Looking north along South Street from 7th Street.

Picture 4: Looking at the existing C & S facility.

STAFF RECOMMENDATION:

Therefore, staff recommends that the request by C&S Properties to rezone approximately 0.49 acres from “R-4” Multiple Residence District to “C-2” Commercial District located at 911 South Street and 519 West 7th Street, be approved for the following reasons:

1. The request would not appear to have a negative impact on vehicular or pedestrian traffic.
2. The request would allow for the expansion of C&S Car Company.

And with the following conditions(s):

1. That all vehicular use areas be properly hard surfaced before used to park vehicles.
2. That no adult uses or alcoholic establishments be located in the rezone area.
3. That the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, drainage, etc.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting the date of bid opening as March 19, 2026, and date of public hearing as April 6, 2026, in conjunction with the FY 2026 Levee Rip Rap Spraying Project, Contract No. 1150, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is the annual spraying contract to keep unwanted trees from growing in the levee. The Army Corps of Engineers requires the city to maintain its levees in good condition and this contract is one of the ways that we do that.

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

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting the date of bid opening as March 26, 2026, and date of public hearing as April 6, 2026, in conjunction with the FY 2026 Asphalt Overlay Program, Contract No. 1143, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Below is the 2027 Overlay list.

Street	To	From	Ward	Block(s)
Donald Street	Sage Road	N. Elk Run Road	4	1900-3900 blks
Halstead Street	Shilliam Street	Oneida Street	4	300 blk
Jefferson Street	6th Street West	11th Street West	5	800-1200 blk
Kelly Court	Rainbow Drive	Cul-de-Sac	3	100 blk
Reed Street	Parker Street	W. Arlington Street	3	400 blk
Ridgeway Avenue	Ansborough Avenue	W. 4th Street	1	1300-1500 blks

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

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

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as April 9, 2026, and date of public hearing as April 20, 2026, in conjunction with the 2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract for city-owned lots generally maintained by the Planning and Zoning Department, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo through its Dilapidated Housing Task force has acquired properties over the last several years using Iowa Code 657A and other means. A majority of the properties have been demolished and are vacant lots, but some still have homes or other structures on them. Lots owned by the City of Waterloo must be maintained, including mowing. This bid will select a mowing contractor for the lots for the 2026 and 2027 mowing seasons. There are approximately 249 lots, 11 of which are over an acre. The previous contract was with B&B Lawn Care, Inc. of Waterloo, Iowa, and included costs of $11.41 per lot per occurrence for lots under 1 acres, and $49.99 per acre per occurrence for lots 1 acre or more.

NEIGHBORHOOD IMPACT

The request will have a positive impact on neighborhoods by ensuring City owned lots are properly mowed and do not become a nuisance to neighborhoods.

DATA, ANALYSIS, AND STRATEGIES

Property Maintenance

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Nuisance abatement

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 2026 and 2027 Planning and Zoning Mowing RFB
2. Master Mowing List Updated 02-17-26 Exhibit A

CITY OF WATERLOO, IOWA
Planning and Zoning Department

Notice of Public Hearing on the Proposed Specifications and the Notice to Public Bidders
For the 2026 and 2027 Residential Lots /Miscellaneous Areas Mowing and Lot Maintenance Services Contract.

General Description
The City of Waterloo Planning and Zoning Department is soliciting bids for mowing of city owned lots and miscellaneous areas. The City of Waterloo Planning and Zoning Department has approximately **241 properties** to be mowed and maintained (see attached Exhibit "A" for the list of properties and attached Exhibit "B" for a map of the properties). The City's intent for these properties are for rehabilitation or demolition to remove blighted properties from neighborhoods and provide infill lots for new homes, or to sell to an adjacent homeowner. Most lots are vacant, although some still have a structure or structures that must be mowed around. The attached Exhibit "A" indicates what lots have buildings.

SCOPE OF WORK
The Contractor shall provide all labor and equipment necessary for mowing, trimming and removal and disposal of various debris. Assigned areas shall be mowed on an as needed basis while maintaining a mowing height not to exceed four inches (4") in height. Prior to each mowing, the Contractor shall remove all trash and debris including paper, branches, rocks, and other portable objects. All trash and debris shall be legally disposed of, off site, at no additional expense to the Planning and Zoning Department (except larger illegal dumping items noted below). Additionally, the contractor shall be responsible for cleaning up and repairing all damage created by mowing operations which may include adding soil and seeding damaged areas as needed.

Along with each mowing, the Contractor shall trim around trees, shrubs, poles, fences and other objects to match the height and appearance of the surrounding vegetation. Only upon request of the project manager will you be required to edge vegetation growing over curb and sidewalk. A good-faith attempt will need to be made to keep all voluntary vegetation to a minimum in and around any buildings, fences, along alleyways, sidewalks and other rights-of-way and particularly in areas where there are blind spots being created.

Occasionally, illegal dumping occurs on city owned lots in which case the City will be in charge of removing larger items such as stoves, mattresses, tires, furniture etc. The contractor will submit either by letter, fax or email to the project manager the location and a detailed list of the items needing to be picked up.

The bidder shall bid a per unit price (per lot/per occurrence price) for lots under one (1) acre and a per acre rate for lots one (1) acre or more, for all city owned lots under the control of the Planning and Zoning Department. **All bidders should know that the list of properties fluctuates as the city is continually acquiring and selling properties.** The contract will be for a two year period, covering the 2026 and 2027 mowing season (stars May 1, ends October 31).

RECEIVING OF BIDS
All bids must be received in a sealed mailing container or envelope and be plainly marked on the outside with the notation 'SEALED RFB FOR 2026 AND 2027 RESIDENTIAL LOTS/MISCELLANEIOUS AREAS MOWING AND LOT MAINTENANCE SERVICES CONTRACT – in the City Clerk's Office, Waterloo City Hall, 715 Mulberry Street, Waterloo, IA 50703 (date and time stamped) by **Thursday April 9, 2026** at 1:00 p.m. (our clock), Central Time, in order to be considered for the 2024 and 2025 mowing season. Bids sent electronically or via facsimile will not be accepted.

OPENING OF BIDS
All proposals received will be opened in the Harold E. Getty Council Chambers in City Hall of said City, on the **9th day of April, 2026 at 1:00 p.m.** The bid opening will be livestreamed on YouTube and made available on the city website. Bids will be evaluated promptly after opening. **The awarding of the contract is expected to be at the City Council meeting on Monday April 20, 2026.**

PUBLIC HEARING
The Waterloo City Council will conduct a public hearing on the proposed specifications and form of contract for the **2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services contract** at the City Council Meeting, **Monday April 20, 2026** at 5:30 p.m.

The contract documents are on file on the first floor in the City Clerk's office, City Hall, 715 Mulberry Street, and in the Planning and Zoning Department, second floor in Waterloo City Hall, 715 Mulberry Street, Waterloo, Iowa for public examination. Any person interested may file written objection with the City Clerk before the date set for the hearing or appear and make objection at the meeting. After an award is made, a proposal summary will be sent to all companies who submitted a proposal. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals; no proposal may be modified or withdrawn for a period of sixty (60) calendar days thereafter.

CONTRACT PERIOD

The period of time covered under this proposed contract shall be approximately May 1, 2026 to October 31, 2027.

PROPOSALS SUBMITTED

All bids must be submitted on forms supplied by the Planning and Zoning Department with the exception that the required list of adequate equipment available for the proposed project may be submitted as a separate attachment and the bid bond can be supplied by the bidding company's insurance provider. The bidder shall bid a per unit price (per lot/per occurrence price) for all city owned lots and miscellaneous areas that are under 1 acre, and per acre price per occurrence for all city owned lots and miscellaneous areas that are 1 acre or more.

BID SECURITY REQUIRED

All bids must be accompanied, in a separate envelope, by a certified or cashier's check drawn on an Iowa bank chartered under the laws of the United States or the State of Iowa, a certified share draft drawn on a Credit Union in Iowa chartered under the laws of the United States or the State of Iowa, or a bid bond payable to the City of Waterloo, Iowa, in the sum of **Fifteen Hundred Dollars ($1,500.00)**, which certified check, certified share draft, or bid bond will be held as security that the Bidder will enter into a Contract for the mowing 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, the bid security may be retained by said City as agreed liquidated damages. If a bid bond is used, it must be signed by both the bidder and the surety or the surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

CONTRACT AWARD

The City shall award one contract to the lowest responsible Bidder whose bid conforms to the Specifications listed in this RFB and is most advantageous to the City, and the Planning and Zoning Department, price and other factors considered. The City reserves the right to award a contract for any single Option, any combination of Options, or all Options together. They city may award the contract at the time of bid hearing, however, the City and the Planning and Zoning Department may need time to review the contract bids and bidder information, in which case the award would be made within sixty (60) days after bid opening. The City reserves the right to waive any and all parts of a specific bid, or award more than one contract.

BOND

The successful Bidder shall furnish a Performance Bond, within ten (10) days after notification of acceptance of the bid, in the amount of Twenty Thousand Dollars ($20,000.00). The Bond is to be issued by a responsible surety approved by the City Clerk's office and 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 operation of the Contractor.

AFFIRMATIVE ACTION PROGRAM

The successful Bidder and any subcontractors will be required to execute and have approved an Affirmative Actions Program or Update before beginning work on the project, if they have been awarded an aggregate of $10,000 in city projects during the current calendar year.

METHOD OF PAYMENT TO CONTRACTOR

Payment to the contractor for services performed shall be paid on a monthly basis. Payments shall be based on the actual number of times each lot is mowed (and acres mowed for lots over 1 acre), keeping in mind that this is an as needed basis contract and that the residential lots/miscellaneous areas need only be maintained (mowed) at a height of (4") or less and shall not be mowed unless the average grass on a site exceeds 6". Lots shall not be mowed more than once per week regardless, and shall not be mowed more than four times per calendar month, except that the months of July and August shall not be mowed more than twice each calendar month, unless otherwise directed by the City's Project Manager. **A detailed bill of completed work must be received and approved by the Planning and Zoning Department (Project Manager) located at 715 Mulberry St., Waterloo, Iowa before payments will be made.**

The billing shall include:

- Property addresses and/or description of where work was performed
- Number of times and the dates each property was mowed each month

CITY OF WATERLOO, IOWA
Planning and Zoning Department

INSTRUCTION TO BIDDERS

I. EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the Request for Bids must be requested in writing via email or letter, and with sufficient time allowed for a reply to reach all bidders before submission of their bids. Any interpretation or changes made to the RFB will be in the form of an addendum of the Request for Bids and will be furnished to all prospective bidders. All prospective bidders will receive mail or email notifications of any addendums by the Project Manager. All bidders must acknowledge in the space provided on the Bid Form acknowledgement of such addendums received by the Project Manager prior to the 1:00 p.m. bid deadline set for the opening of bids. **Oral explanations or instructions given before the award of the contract will not be accepted.**

II. PROPOSALS SUBMITTED

All bids must be submitted on forms supplied by the Planning and Zoning Department. Before submitting a bid, each bidder shall carefully read the specifications and all other contract documents. Each bidder shall be fully informed, prior to the bidding, as to all existing conditions and limitations under which the work is to be performed and shall include in its bid a sum to cover the cost of all items necessary to perform the work as set forth in the contract documents. No allowance will be made to any bidder because of lack of such examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the bidder has made such examination.

The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout and they shall be deemed to be included in the Contract the same as though herein written out in full.

III. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS

Bids and modifications or withdrawals thereof received at the office designated in the Request for Bids and Notice to Bidders after the exact time set for closing of bids (Thursday, April 9, 2026, at 1:00 p.m.) will not be considered. However, a modification which is received from an otherwise successful bidder, and which makes the terms of the bid more favorable to the City, will be considered at any time it is received and may thereafter be accepted. Bids may be withdrawn by written request received from bidders prior to the time set for closing of bids.

IV. PUBLIC HEARING

The Waterloo City Council will conduct a public hearing on the proposed specifications and form of contract for the **2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract** at the City Council Meeting, **Monday April 20, 2026** at 5:30 p.m.

Anyone who is interested may appear at said time and place and be heard or may file written objection with the City Clerk, City Hall, Waterloo, Iowa, before the date set for said hearing.

V. COLLUSIVE AGREEMENTS

A. Each bidder submitting a bid shall execute and include with the bid, a Non-Collusion Affidavit in the form herein provided, to the effect that it has not colluded with any other person, firm, or corporation in regard to any bid submitted.

B. Each bidder submitting a bid shall have each proposed subcontractor, if any, execute and include with the bid, a Non-Collusion Affidavit in the form herein provided, to the effect that it has not colluded with any other person, firm, or corporation in regard to any bid submitted. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for approval by the City.

VI. MBE/WBE CONTRACT COMPLIANCE PROGRAM

All Bidders have the responsibility to comply with the City of Waterloo MBE/WBE Contract Compliance Program. City of Waterloo Contract Compliance Officer is Rudy D. Jones, Director of Community Development, located at: 620 Mulberry Street Suite 202, Waterloo, Iowa 50703, (319) 291-4429

VII. EMPLOYMENT AND BUSINESS OPPORTUNITY

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

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

VIII. STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the Planning and Zoning Department submit on the form furnished a statement of the Bidder's qualifications, his/her experience record in completing the type of project proposed, and equipment available for the work contemplated; and when requested, a detailed financial statement. The Planning and Zoning Department shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform obligations under the Contract; and the Bidder shall furnish the Planning and Zoning Department all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the Planning and Zoning Department that the Bidder is qualified to carry out properly the terms of the Contract.

IX. EXECUTION OF AGREEMENT, BOND, AND CERTIFICATE OF INSURANCE

A. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City, an agreement in the form included in the contract documents in such number of copies as the City, may require.

B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "A" above, furnish a surety bond in a penal sum of $20,000, as security for the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all persons, firms, or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by it in performing the work. Such bond shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety company shall be attached to such bond.

C. The successful bidder shall, within the period specified in paragraph "A" above, furnish a certificate of insurance for approval in amounts of not less than the amounts specified in the General Conditions. The certificate of insurance shall be furnished in such number of copies as the City of Waterloo may require. The City of Waterloo shall be named as an "Additional Named Insured." The contractor shall similarly submit his subcontractor's certificates of insurance in the same amounts for approval before each commences work. The contractor shall carry or require that there be Worker's Compensation insurance for all its employees and those of its subcontractors engaged in work at the site, in accordance with State Worker's Compensation Laws.

D. The failure of the successful bidder to execute such agreement and to supply the required bond or bonds and certificate(s) of insurance within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City, may grant, based upon reasons determined sufficient by the City, may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the amount of the bid guaranty. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Waterloo, or Planning and Zoning Department for a refund.

CITY OF WATERLOO, IOWA
Planning and Zoning Department

GENERAL CONDITIONS

Definitions
Whenever used in any of the Contract Documents, these terms shall be defined as follows:

Contract - means the Contract or Agreement executed by and between the City of Waterloo and the Contractor.

Owner or Local Public Agency (LPA) - means the Planning and Zoning Department of the City of Waterloo.

Project Manager – Aric Schroeder, City Planner for the City of Waterloo, or designee. Phone: (319) 291-4366.

Contractor - means the person, firm or corporation entering into the Contract with the City of Waterloo, to maintain properties as described in the Specifications provided.

Contract Documents - means and shall include the following: Executed Contract or Agreement, Addenda (if any), Request for Bids, Instructions to Bidders, Signed copy of Bid, General Conditions, Special Conditions, Specifications (and Plans or Drawings when required).

Superintendence by Contractor
Except where the Contractor is an individual and gives personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Planning and Zoning Department, who shall generally be on the work site at all times during working hours with full authority of the Contractor. The Contractor shall also provide an adequate staff to properly coordinate and expedite the work.

The Contractor shall lay out and be responsible for all work executed under this Contract. The Contractor shall verify all information before proceeding with the work and be held responsible for any error resulting from failure to do so.

Other Contracts
The City of Waterloo may award or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with other contractors, by scheduling work under this Contract with that to be performed under other contracts as may be directed by the Planning and Zoning Department. The Contractor shall not commit or permit any act in which will interfere with the performance of work by any other contractor as scheduled.

Fitting and Coordination of the Work
The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all Subcontractors engaged upon this Contract. The Contractor shall be prepared to guarantee to each Subcontractor the locations and measurements which they may require for the fitting of their work to all surrounding work.

Care of Work
The Contractor shall be responsible for all damages to person or property that occur as result of negligence in connection with the execution of work under this contract and shall be reasonable for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the Planning and Zoning Department.

The Contractor shall provide sufficient security, both day and night, including weekends and holidays, from the time the work is commenced until final completion and acceptance, except when work being performed does not require protection. The Contractor shall be responsible for any loss of work, materials, equipment or time due to acts of any person on the project site. Therefore, it is the responsibility of the Contractor to determine when security is needed.

The Contractor shall avoid damage to existing sidewalks, streets, curbs, pavements, structures, fences, landscaping features, and utilities except those which are to be replaced or removed. Any damage caused by the Contractor's operation shall be completely repaired at no expense to the Owner.

General Requirements

The Contractor shall be responsible for being informed as to all existing conditions and limitations under which the work is to be performed. No extra allowance will be made because of lack of such examination or knowledge.

Contractor shall not disturb (damage) existing walks, drives, parking areas, trees, shrubs, or turf within or areas outside the limits of the project. If disturbed, these items shall be replaced by the Contractor at no cost to the City or the Owner.

Trees and shrubs located in or near the project area shall be protected by the Contractor from damage by workers and equipment during time of performing services. Upon request, the City Forester will determine the extent of protection necessary for the trees.

Permits and Codes

The Contractor shall give all notices required by, and comply with all applicable municipal and state laws, ordinances and codes.

Liability Insurance

The Contractor shall at all times during the term of the contract maintain in full force and effect, at its own expense, Employer's Liability, Worker's Compensation, Automobile, Public Liability and Property Damage Insurance, and other insurance and bonds as set forth below, including contractual liability coverage for the indemnity and hold harmless provisions of this Agreement. Each policy shall require at least 30 days' advance written notice to the City in the event of cancellation or material change in terms. The City of Waterloo, Iowa shall be specifically named as an additional insured on all insurance. Such coverages shall be primary, non-contributing and contain waivers of subrogation against any coverage held by the City. Before commencement of work hereunder, the Contractor agrees to furnish the City with certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. Insurance coverages shall comply with the limits specified below:

Coverages	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	$500,000
Bodily Injury Liability (Except automobile)	$1,000,000 each occurrence
Property Damage Liability (Except automobile)	$1,000,000 each occurrence
Automobile Bodily Injury Liability	$1,000,000 each occurrence
Excess Liability	$5,000,000
Automobile Property Damage Liability	$1,000,000 each occurrence

CITY OF WATERLOO, IOWA
Planning and Zoning Department

Bid Specifications for 2026 and 2027 Residential Lots Mowing/Miscellaneous Areas Mowing and Lot Maintenance Services Contract (May 1, 2026-October 31, 2027)

SCOPE OF WORK

The Contractor shall provide all labor and equipment necessary for mowing, trimming and removal and disposal of various debris. Assigned areas shall be mowed on an as needed basis when the average height of grass on a site exceeds (6"), while maintaining a mowing height not to exceed four (4") in height. Prior to each mowing, the Contractor shall remove all trash and debris including paper, branches, rocks, and other portable objects. All trash and debris shall be legally disposed of, off site, at no additional expense to the City. Additionally, the Contractor shall be responsible for cleaning up and repairing all damage created by mowing operations which may include adding soil and seeding damaged areas as needed.

Along with each mowing, the Contractor shall trim around trees, shrubs, poles, fences and other objects to match the height and appearance of the surrounding vegetation. Only upon request of the project manager will you be required to edge vegetation growing over curb and sidewalk. A good-faith attempt will need to be made to keep all voluntary vegetation to a minimum in and around the any buildings, fences, along alleyways, sidewalks and other rights-of-way and particularly in areas where there are blind spots being created.

Mowing under this contract is on an as needed basis, and the residential lots/miscellaneous areas need only be maintained (mowed) at a height of (4") or less and shall not be mowed unless the average grass on a site exceeds 6". Lots shall not be mowed more than once per week regardless of height, and shall not be mowed more than four times per calendar month, except that the months of July and August shall not be mowed more than twice each calendar month, unless otherwise directed by the City's Project Manager.

Occasionally, illegal dumping occurs on city owned lots in which case the City will be in charge of removing larger items such as stoves, mattresses, tires, furniture etc. The contractor will submit either by letter, fax or email to the project manager the location and a detailed list of the items needing to be picked up.

DAMAGE PROTECTION

The Contractor shall avoid damage to existing sidewalks, streets, curbs, pavements, structures, signs, mailboxes, fences, benches, utilities, landscaping features and other fixtures. Any damage caused by the Contractor shall be completely repaired at no additional cost to the City. At no time shall any mowing equipment come in contact with any privately owned tree or shrub during mowing. Any tree or shrub damaged by the Contractor shall be replaced at the direction of the Planning and Zoning Department with no additional cost to the City. The Contractor shall avoid damage to turf grass and underlying soil and grade. Any rutting and related turf loss and erosion damage shall be promptly remedied by the Contractor to the satisfaction of the Planning and Zoning Department with no additional cost to the City.

The Contractor shall take all necessary precautions to protect pedestrians and motorists from personal injury and property damage. All equipment safety guards shall remain intact and serviceable. The Contractor shall carry liability insurance as detailed in the GENERAL CONDITIONS to cover any damage claims.

SCHEDULING OF WORK

The Planning and Zoning Department may add or delete mowing of areas based on growing conditions, budget constraints or some lots may be sold or acquired throughout the year. The Planning Department will provide the Contractor with notification of any changes to the list of lots covered under the Contract.

REQUIRED EQUIPMENT

The Contractor shall provide a complete inventory of sufficient and proper equipment to perform all work in a safe and timely manner. Equipment listed on the Bid Form will be verified by the Planning and Zoning Department to determine whether it is adequate for this mowing contract. A portfolio of existing or past contracts with letters of recommendations would be helpful in verifying the bidder's qualifications.

Types of mowing equipment required for this contract:

- Line trimmers
- Walk-behind mowers
- Utility tractors with heavy-duty mowers

Types of other equipment required for this contract in addition to equipment listed above:

- Pull behind trailer or usable truck bed
- Tarps or enclosed trailer for hauling brush when required
- Hedge trimmers

Note: City ordinance requires all loads being transported must be completely covered. The City is not responsible for paying any fines you may be issued.

For larger parcels that are overgrown, Contractor shall have access to a brush hog type of mower so that contractor can meet the City's timeframe requirements. Excess amounts of cut grass and vegetation will need removed and not left on parcels or blown onto the sidewalk or into the street right-of-way.

CONTRACTOR OR THEIR DESIGNEE MUST BE REACHABLE BY PHONE MONDAY THROUGH FRIDAY 8:00 A.M. TO 5:00 P.M.

CITY OF WATERLOO, IOWA
Community Planning and Development Department
2026 and 2027 Residential Lots Mowing/Miscellaneous Areas Mowing and Lot Maintenance Services Contract
BID FORM

BIDDER: _____
COMPANY NAME

ADDRESS: _____

_____

_____

PHONE: (_____) _____

1. The undersigned, being a Corporation existing under the laws of the State of _____, or a limited liability company existing under the laws of the State of _____, or a Partnership consisting of the following partners:
   _____
   _____,
   having been familiarized with the existing conditions on the project area affecting the cost of the work, and with all the Contract Documents now on file in the offices of the City Clerk, City Hall, 715 Mulberry Street, Waterloo, Iowa, and the Planning and Zoning Department, 715 Mulberry Street, Waterloo, Iowa hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services required to complete the proposed MOWINGS, in accordance with the contract documents and for the unit price in place for the following amount:

Bid Price: Price per Lot/Area per occurrence for mowing and lot maintenance services <u>for city owned lots under 1 acre</u> for approximately <u>230 Properties</u>.

_____dollars ($_____)
Written Price Per Lot/Occurrence:

Bid Price: Price per Acre per occurrence for mowing and lot maintenance services <u>for city owned lots 1 acre or more</u> for approximately <u>11 Properties at approximately 48.36 acres</u>.

_____dollars ($_____)
Written Price Per Acre/Occurrence:

2. It is understood that the quantities set forth are approximate only and subject to variation and that the unit price for the work done shall govern the actual payment to the Contractor.

3. In submitting this bid, the Bidder understands that the City reserves the right to reject any or all bids and to award one or more contracts for a single Option, all Options together, or any combination of Options. If written notice of acceptance of this Bid is mailed or delivered to the undersigned within sixty (60) days after Bid Opening, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of insurance within ten (10) days after the agreement is presented for signature, and start work within ten (10) days after "Notice to Proceed" is issued.

4. Security in the sum of _____ dollars ($_____)
   in the form of _____, is submitted herewith in accordance with NOTICE TO BIDDERS (form cannot be a personal check).

5. Attached is a Non-Collusion Affidavit of Prime Contractor.

6. The Bidder is prepared to submit a financial and experience statement upon request.

7. The Prime Contractor and Subcontractor(s), which have performed an aggregate of $10,000.00 in work for the City in the current calendar year, are prepared to submit an AAP or Update and an EOC, within ten (10) days of notification that the bid submitted is lowest and acceptable.

8. The Bidder has received the following Addendum or Addenda:

Addendum No. _____	Date: ____/____/____
_____	____/____/____
_____	____/____/____

9. The Bidder shall list the MBE/WBE subcontractors, amount of subcontracts and bid items listed on the City of Waterloo Minority and /or Women Business Pre-bid Contract Information Form submitted with this Bid Form. The apparent low bidder shall submit a list of all other subcontractor(s) to be used on this project to the City of Waterloo by 5:00 p.m. the business day following the day bids on this project are due along with the Non-collusion Affidavits of ALL Subcontractor(s).

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

1. The City of Waterloo does not approve the subcontractors.
2. The subcontractors submit in writing that they cannot fulfill their subcontracts

10. The Contractor shall provide a complete inventory of sufficient and proper equipment to perform all work in a safe and timely manner. **Equipment list may be submitted below or as a separate attachment**:

11. The Bidder has filled in all blanks on this proposal. Those blanks not applicable are marked “none” or “NA”.

12. The bidder has attached all applicable forms.

13. The owner (City of Waterloo) reserves the right to select alternatives, delete line items, and/or to reduce quantities prior to the Award of Contract due to budgetary limitations.

SIGNED: _____ DATE: ____/____/____
Name and Title

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
)
County of_____)

_____, being first duly sworn, deposes and says that:

1. He/She is (Owner), (Partner), (Officer), (Representative), or (Agent) of _____, the Bidder that has submitted the attached Bid;

2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid pertaining to the **2026 and 2027 Residential/Miscellaneous Areas Mowing and Lot Maintenance Services** in Waterloo, Black Hawk County, Iowa;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the Proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature Title

Subscribed and sworn to before me this
_____ day of _____, 2026.

_____ _____
Signature *Title*

My commission expires _____.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
)
County of_____)

_____, being first duly sworn, deposes and says that:

1. He/She is (Owner), (Partner), (Officer), (Representative), or (Agent) of _____, hereinafter referred to
as the "Subcontractor";

2. He/She is fully informed respecting the preparation and contents of the subcontractor's proposal submitted by the subcontractor to _____, contract pertaining to the **2026 and 2027 Residential/Miscellaneous Areas Mowing and Lot Maintenance Services** in Waterloo, Black Hawk County, Iowa;

3. Such subcontractor's proposal is genuine and is not a collusive or sham proposal;

4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm or person to fix the price or prices in said subcontractor's proposal, or to fix any overhead, profit or cost element of the price of prices in said subcontractor's proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the proposed Contract;

5. The price or prices quoted in the subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature Title

Subscribed and sworn to before me this
_____ day of _____, 2026.

_____ _____
Signature *Title*

My commission expires _____.

EQUAL OPPORTUNITY CLAUSE
(As provided in Executive Order No. 11246)

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

1. The contractor, subcontractor, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap, political opinions or affiliations. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action program to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, religion, economic status, age, mental or physical disability, political opinions or affiliations. Such actions shall include but not be limited to the following:

    a. Employment
    b. Upgrading
    c. Demotion or Transfer
    d. Recruitment and Advertising
    e. Layoff or Termination
    f. Rates of Pay or Other Forms of Compensation
    g. Selection for Training Including Apprenticeship.

2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, religion, economic status, age, mental or physical disabilities, political opinion or affiliations.

3. The contractor, subcontractor, vendor and supplier or his/her collective bargaining representative will send to each labor union or representative of workers which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the contractor's commitment under this section.

4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives, and order of the City of Waterloo Affirmative Action Program Contract Compliance Provisions.

5. The contractor, subcontractor vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Affirmative Action Officer. Said forms will elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself/herself and said subcontractor, vendor and supplier will permit access to his/her employment books, records and accounts to the City's Affirmative Action Officer, for the purpose of investigation to ascertain compliance with this contract and with rules and regulations of the City's Affirmative Action Program – Contract Compliance Provisions relative to Resolution No. 24664

6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations and orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized by the City Council.

7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the non-discrimination clause in every contract, subcontract or purchase order unless exempted by

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

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

Signed: _____
Appropriate Official

_____
Title

_____
Date

CITY OF WATERLOO, IOWA
Planning and Zoning Department

2026 and 2027 Residential Lots /Miscellaneous Areas Mowing and Lot Maintenance Services Contract

REQUEST FOR BIDS

The City of Waterloo Planning and Zoning Department is soliciting bids to provide equipment and labor for mowing and lot maintenance of City of Waterloo properties (the "Services") on an as-needed basis. All bids shall include a completed price quote.

Conditions governing the Services are contained in the proposed form of Contract, attached to this RFB and by this reference incorporated herein.

A. SUBMITTING AND OPENING PROPOSALS

All proposals must be received in a sealed envelope in the City's Clerk's office (date and time stamped) by Thursday, April 9, 2026 at 1:00 p.m., Central Time (our clock) in order to be considered. The City Clerk's office is located at 715 Mulberry St., Waterloo, Iowa 50703. *Proposals sent electronically or via facsimile will not be accepted*. The mailing container or envelope shall be plainly marked on the outside with the notation "**SEALED RFB FOR 2026 AND 2027 RESIDENTIAL LOTS/MISCELLANEOUS AREAS MOWING AND LOT MAINTENANCE SERVICES CONTRACT**," and the name of the company submitting the proposal.

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

All proposals received by the bid deadline will be opened in the Harold E. Getty Council Chambers in City Hall, at 1:00 p.m., and the proposals will be acted upon at such later time and place by the City Council. The bid opening will be livestreamed on YouTube and made available on the city website. The main purpose of this opening is to reveal the name(s) or the Proposer(s), not to serve as a forum for determining the award of bids.

The City of Waterloo will conduct a public hearing on the proposed specifications and form of contract for the **2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract** at the City Council Meeting, **Monday April 20, 2026 at 5:30 p.m.**

The contract documents are on file on the first floor in the City Clerk's office, City Hall, 715 Mulberry Street, and in the Planning and Zoning Department, second floor in Waterloo City Hall, 715 Mulberry Street, Waterloo, Iowa for public examination. Any person interested may file written objection with the City Clerk before the date set for the hearing or appear and make objection at the meeting. After an award is made, a bid summary will be sent to all companies who submitted a bid. Bids may be withdrawn any time 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.

B. SCOPE OF SERVICES

Services to be performed by the successful respondent (the "Contractor") for the City will be those described in the form of Contract attached hereto and these Specifications, which generally include but are not limited to mowing properties on an as-needed basis.

C. REQUIRED INFORMATION:

1. All bids must be submitted on the included bid form, and include the noted required information.

2. Important Exceptions to Contract Documents – The Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFB. Such exceptions or deviations will be considered in evaluating the proposals. Companies are cautioned that exceptions taken to this RFB may cause their proposal to be rejected.
3. Incomplete Information – Failure to complete or provide any of the information requested in this RFB may result in disqualification by reason of non-responsiveness.

D. AWARD OF CONTRACT

1. Final selection of a contractor will be made of the responsive and responsible firm whose proposal, conforming to these documents, is most advantageous and offers the greatest overall value to the City of Waterloo with regard to the criteria detailed and the specifications set forth herein. The City will evaluate proposals in light of all factors it considers relevant, including but not limited to price, prior dealings, reputation, knowledge, skills, demonstrated commitment of the humane treatment of animals, demonstrated experience in managing and working with animals, nature and quality of facilities, and other information provided by the proposer in response to this RFB.
2. The City reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any proposer. The City reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) calendar days from the date of the deadline for receiving proposals.
3. The City may select a proposer based on an "all or none" proposal, on individual responses, or as is otherwise deemed to be in the best interest of the City.
4. A Proposer's submission of a proposal constitutes its acceptance of the City's evaluation technique described in this section and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.
5. Any Contract award(s) made by the City of Waterloo is subject to prior approval by the City of Waterloo City Council.
6. After award, the Proposer will be required to enter into a written contract with the City that is substantially in the form attached hereto.
7. In the event a contract is terminated between both parties for any reason, the City of Waterloo will award the contract by offer to the next qualified bidder. The City of Waterloo reserves the right to award only those proposals that were opened in the Harold E. Getty Council Chambers on the second floor of City Hall, 715 Mulberry Street, Waterloo, Iowa on Thursday, April 4, 2024.

E. MISCELLANEOUS

1. Questions regarding miscellaneous items will be directed to Aric Schroeder in the Planning and Zoning Department, 319.291.4366, Monday through Friday from 8:00 a.m. to 5:00 p.m.
2. 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 proposals, or costs incurred in making necessary studies for the preparation of proposals.

CONTRACTOR OR THEIR DESIGNEE MUST BE REACHABLE BY PHONE MONDAY THROUGH FRIDAY 8:00 A.M. TO 5:00 P.M.

F. GENERAL TERMS AND CONDITIONS OF PROPOSAL

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** - 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. **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.

5. **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.

6. **HOLD HARMLESS AGREEMENT** - The Contractor agrees to protect, defend, indemnify and hold harmless the City of Waterloo, its officials, officers, employees and agents, from and against any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or company 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 the contract.

7. **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.

8. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted within 60 days after acceptance and on receipt of an original invoice.

9. **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.

10. **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 herein by reference.

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

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

13. **CANCELLATION** - Either party may cancel the contract 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.

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

15. **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.

16. **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 recognizes this and waives any claim against the City of Waterloo and any of its officials, officers and employees relating to the release of any document or information submitted.

    Each submitting party shall hold the City of Waterloo and its officials, 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.

DRAFT CONTRACT

CITY OF WATERLOO, IOWA
2026 and 2027 Residential Lots/Miscellaneous Areas Mowing and Lot Maintenance Services Contract

CONTRACT PROVISIONS

This Contract for mowing (the "Contract") is made and entered into effective May 1, 2026 and ending October 31, 2027, by and between the City of Waterloo, Iowa (the "City"), and _____ (the "Contractor").

1. The Contractor shall furnish all supervision, technical personnel, labor, materials, supplies and equipment to perform all work required for the Contract work as described in the Specifications.

2. The Contract Documents shall consist of the following:

   a. This Contract
   b. Request for Bids
   c. Notice of Public Hearing
   d. Instruction to Bidders
   e. Signed copy of Bid Form
   f. Non-Collusion Affidavit of Prime Bidder
   g. Non-Collusion Affidavit of Sub-Contractor
   h. Equal Opportunity
   i. General Conditions
   j. Bid Specifications
   k. Response (Bid) from Contractor

These documents form the Contract Documents and are all fully incorporated as a part of this Contract as if attached to this Contract or set forth in full herein. In the event of any conflict or ambiguity among the Contract Documents, the document in the order set forth above that first addresses the issue or provision in question shall govern.

3. The Contractor agrees to be ready to commence the work within twenty-four (24) hours after the City issues a "Notice to Proceed" and to complete the work within the given time frame. Time is of the essence in the performance of duties under this Contract. The Contractor also agrees to the following:

   a. Contractors will abide by ordinance sections 7-1-2B(1). Contractor will not be permitted to transfer grass onto or across any city street or alley. In the event grass is transferred into any street or alley it shall be removed by the Contractor.

   b. Contractor will abide by ordinance sections 7-1-2F Contractors will not be permitted to blow weeds/grass onto or across any street or alley. In the event weeds/grass is transferred into the street it shall be removed by the Contractor.

   c. **Contractors shall bag all weeds/grass taller than 12" in residential areas and dispose of the rubbish properly.**

   d. Contractors are not to mow or trim any flowers or gardens unless specified by the Planning and Zoning Department.

   e. Contractors will trim around all trees, telephone poles, fences, structures, curbs and on the backside of alleys.

   f. In the event the Planning and Zoning Department finds that the Contractor did not fulfill its obligation, the Contractor will be required to go back to the property at no additional cost to the city or owner of the property.

g. Contractor shall remove all involuntary vines, brush, or trees along any fence and the portion of property to the alley when referral is given by the Project Manager.

h. Properties found in compliance upon arrival of the Contractor shall not be mowed and will not result in additional charges to the City of Waterloo from the Contractor. Mowing under this contract is on an as needed basis, and the residential lots/miscellaneous areas need only be maintained (mowed) at a height of (4") or less and shall not be mowed unless the average grass on a site exceeds 6". Lots shall not be mowed more than once per week regardless of height, and shall not be mowed more than four times per calendar month, except that the months of July and August shall not be mowed more than twice each calendar month, unless otherwise directed by the City.

4. The Contractor agrees to comply with and obey all ordinances of the City of Waterloo relating to the obstruction of streets and alleys, keeping open passageways for water and traffic, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness.

5. Except as to any negligence of City, its officials, officers, employees or agents in the performance of any duty under this Contract, and to the extent not covered by insurance maintained by Contractor, Contractor agrees to defend and indemnify City, its officials, officers, employees and agents, and to hold same harmless, from and against any and all claims, demands, causes of action, losses, costs, or liabilities whatsoever, including but limited to reasonable attorneys' fees and expenses, arising from or in connection with the acts or omissions of Contractor in performing the work contemplated by this Contract.

6. Contractor shall be responsible for all damage to public or private property. 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. The Contractor shall have no cause of action against the City on account of delays and execution of work, if the work is delayed by the City, the Contractor may have extra time for the completion of the job as was lost by reason of the delay caused by the City.

8. The City, at its sole discretion and without waiving any claims or rights, may allow for partial payment for the work included on an invoice for which all services have not been delivered or accepted. 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.

9. 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, then City may declare that Contractor is in default hereunder and may terminate this Contract by delivery to Contractor of written notice of termination, and/or take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder. Contractor shall be entitled to only one such notice, and in connection with any subsequent breach then City may terminate this Contract upon seven (7) days' advance written notice. In the event of termination, the Contractor shall be compensated for all necessary services satisfactorily performed through the termination date. 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.

10. In addition to paragraph 9 above, 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 without cause by delivering to Contractor twenty-one (21) days' advance written notice of termination.

11. Contractor may not assign, delegate or subcontract any of its duties hereunder without the prior written consent of City.

12. **Because time is of great importance when completing mowing work, the Contractor must notify the City of Waterloo at least two (2) weeks in advance including who will be filling in for them for any planned time off.**

13. Any notice under this Contract shall be in writing and shall be delivered in person or by United States registered or certified mail, postage prepaid and addressed:

City:	Contractor:
City of Waterloo, Iowa 715 Mulberry St. Waterloo, Iowa 50703 Attn: Planning Department	

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, or (ii) three (3) business days following the date of deposit if mailed as stated above.

14. Nothing in this Contract shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the parties nor, except as expressly set forth herein, to create any liability for one party with respect to the liabilities or obligations of the other party or any other person. Contractor is an independent Contractor.

15. This Contract shall be binding upon and inure to the benefit of the parties and the respective successors and assigns of each.

16. In the event any provision of this Contract 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.

17. 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 by the mutual written agreement of the parties.

18. In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations and conditions hereof, or contained in the various instruments made a part of this Contract by reference, and upon completion and acceptance of the work, the City agrees to pay the Contractor $_____ per lot per occurrence for lots under 1 acre, and $_____ per acre per occurrence for lots 1 acre and more.

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

CITY OF WATERLOO, IOWA	CONTRACTOR
_____	_____
David Boesen - Mayor	Name of Company
_____	By: _____
Kelly Felchle -City Clerk	
	Title: _____

2026-2027 Mowing List as of 2/17/26				As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre
Property	**Lot Sq ft**	**Sidewalk**	**PIN**	**Note**
Between 1305 & 1311 W 2nd St	2,115	y	891326307003	formerly 1309 W 2nd St
NW of 434 Bayard St	3,585	y	891326357005	formerly 430 Bayard St
NW of 714 La Porte Rd	59,959	n	891336253035	Former voleball courts of bowling alley. Site over 1 acre, but mow area less than an acre. **Removed from 1 acre list**
~~West of 133 University Av~~	~~3,276~~	~~y~~	~~891326129029~~	Formerly 135 University Av. Sold, removed from list 2/17/26
~~West of 133 University Av~~	~~3,276~~	~~y~~	~~891326129028~~	Formerly 137 University Av. Sold, removed from list 2/17/26
~~East of 157 University Av~~	~~4,651~~	~~y~~	~~891326129034~~	Sold, removed from list 2/17/26
~~East of 157 University Av~~	~~6,552~~	~~y~~	~~891326129026~~	Sold, removed from list 2/17/26
~~West of 226 Leland Av~~	~~6,505~~	~~y~~	~~891326128015~~	Adjoining owner is using it…they should mow, or stop parking on it. Formerly 232 Leland Av. Removed from list 2/17/26
~~Between 704 & 710 W 1st St~~	~~4,231~~	~~y~~	~~891326177011~~	formerly 706 W 1st St. Sold, removed from list 2/17/26
East of 139 Dawson St	3,899	y	891314486006	formerly 121 Cutler St, south of corner lot
South side of Dawson St at Lincoln St	1,134	y	891314485010	
East of 516 Upton Av	4,862	n	891322155008	
East of 516 Upton Av	2,616	n	891322155018	Consider combining both parcels.
North of 1003 Logan Av	6,450	y	891314483009	formerly 1007 Logan Av
North of 130 St Albans St	6,017	y	891323284001	formerly 201 Lincoln St
West of 318 Center St	6,850	y	891323229014	formerly 326 Center St
SE Cor. of Conger St & Broadway St	6,370	y	891323204001	Note there is a traffic box on part of this lot, so we could not sell the entire lot
East of 122 W Parker St	5,000	y	891314433013	formerly 116 W Parker St
East of 424 Dawson St	4,166	y	891314458011	formerly 420 Dawson St
East of 851 Dawson St	6,552	y	891314358004	formerly 847 Dawson St
South of 1015 Lincoln St	6,450	y	891314476008	formerly 1013 Lincoln St
South of 725 Fairview Av	7,646	y	891323127013	formerly 717 Fairview Av
East of 514 Bratnober St	2,080	y	891323207007	Formerly 508 Bratnober St. Demoed summer 2021.
NE of 627 W 2nd St	4,995	y	891326253011	formerly 623 W 2nd St
West of 651 Kern St	9,780	y	891314381031	Formerly 663 Kern St. Demoed fall 2021.
North of 3127 Logan Av	26,227	n	891302476048	
East of 3318 W Airline Hwy	1.12	n	891305476015	Lot 2 of Wesport Addition. Over 1 acre.
NE Cor. of Ansborough Av & Upton Av	21,780	n	891322153037	Parcel formerly 891322153032, east part of parcel split and sold, currently under construction
~~West of 917 Hartman Av~~	~~5,616~~	~~n~~	~~891328229001~~	Sold, removed from list 2/17/26
~~North of 1021 Chalmers Av~~	~~6,777~~	~~n~~	~~891328229021~~	Sold, removed from list 2/17/26
700 Blk of University Av West of US Hwy 63	8.13	n	891327226002	Former Weissman Iron & Metals. Over 1 acre.
Lafayette St between Colorado St and Indiana St	2.08	y	891230328011	Formerly 2265 Lafayette St, Lafayette School. Over 1 acre. City does not own vacant parcel to northeast.
West of 1330 Dearborn Av & 1127 Calhoun St	14,001	n	891229306012	
SW Cor. of Courtland St & Elm St	3,910	y	891325207006	formerly 326 Courtland St
Between 806 Gilbert St & 1310 Cottage Grove Av	7,616	n	891229303009	
West of 1919 Lafayette St	3,672	y	891230157007	formerly 1915-1917 Lafayette St.
East of 1903 Lafayette ST	4,466	y	891230157008	
SE of 1202 Sycamore St	5,734	y	891325181003	formerly 1218 Sycamore St. 1202 Sycamore now demolished as well, SW of Lafayette between 10th St. and 11th St.
SW of 1202 Sycamore St	5,475	y	891325181007	formerly 118 E 10th St.
SE of 1202 Sycamore St	4,778	y	891325181002	
SE of 1202 Sycamore St	12,184	y	891325181004	was previously temporarily removed from list, now readded.
1202 Sycamore St	7,700	y	891325181001	House demolished.
114 E 10th St	27,007	n	891325181006	Parcel added 4/24/25. Building demolished.
Between 319 & 327 Glenwood St	3,992	y	891324454007	

2026-2027 Mowing List as of 2/17/26				As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre
Property	**Lot Sq ft**	**Sidewalk**	**PIN**	**Note**
230 Gable	6,998	y	891313379004	previously vacant lot, but home built. House is for sale, but currently still owned by the City.
Between 314 & 328 E 1st St	8,968	y	891323478017	formerly 320 E 1st St
NE of 117 E 9th St	2,520	y	891325176017	formerly 121 E 9th St
NE of 117 E 9th St	4,682	y	891325176016	corner of E 9th St and Sycamore St, includes small garage.
NE of 117 E 9th St	7,202	y	891325176005	
NE of 117 E 9th St	6,246	y	891325176004	
Behind 117 E 9th St	7,454	y	891325176012	formerly 116-118 E 8th St
East of 1317 Mulberry St (formerly W of 1335 Mulberry St)	6,292	y	891325251007	formerly 1331 Mulberry St. 1335 Mulberry now demoed as well.
SW Cor. of Franklin St & Linden Av	6,826	y	891325278006	formerly 1828 Franklin St
North of 506 Elm St	5,428	y	891325212016	formerly 510 Elm St. May be getting sold soon.
South of 326 Fowler St	3,758	y	891325211007	formerly 515 Elm St. NOTE: working with Code Enforcement for large amount of debris on lot.
Between 868 & 876 Fowler St	3,136	y	891230106013	
SE Cor. of Fowler St & Lane St	2,106	y	891325211001	formerly 302 Fowler St
East of SE Cor. of Fowler St & Lane St	2,106	y	891325211002	formerly 304 Fowler St. Consider combining these two parcels
East of 402 Fowler St	2,613	y	891325212002	Formerly 404 Fowler St.
South of 608 Vinton St	3,501	y	891325227017	formerly 602 Vinton St
West of 606 Independence Av	7,006	y	891325227001	This parcel acquired in 1988 by CLD 597197, presumably for intersection imp. Should Planning mow?
SW Cor. of N Barclay St & Salisbury St	3,626	y	891324184009	This parcel acquired in 1972 by DEED 501897, presumably for road. Should Planning mow?
North of 724 Vinton St	6,601	y	891324480002	formerly 728 Vinton St
South of 733 Vinton St	4,389	y	891324479008	formerly 731 Vinton St
North of 724 Vinton St	7,679	y	891324480001	formerly 734 Vinton St
South of 749 Vinton St	6,583	y	891324479005	formerly 745 Vinton St
North of 439 Cherry St	3,920	y	891324458009	formerly 449-447 Cherry St
West of 718 Glenwood St	860	y	891324482001	small triangular lot west of parcel 891324482002
North of 508 Mobile St	8,200	y	891324477001	formerly 520 Mobile St, at dead end of Mobile
Across from 81 Lafayette St	2,825	y	891323434003	
Across from 81 Lafayette St	2,825	y	891323434002	Consider combining these 2 parcels.
North of 221 Ash St	8,456	y	891324429005	
South of 239 Ash St	8,458	y	891324429004	formerly 233 Ash St
NE Cor. of Mulberry St & Oak Av	3,916	y	891323428020	Portion needed for right-of-way
North of 1015 Mobile St	4,773	n	891324260010	formerly 1017 Mobile St
North of 235 Jackson St	5,463	y	891324257010	formerly 239 Jackson St
Between 155 & 167 Harrison St	7,044	y	891323288003	
East of 155 Harrison St	7,044	y	891323288005	
East of 155 Harrison St	9,391	y	891323288006	
West of 137 Harrison St	4,696	y	891323288007	Consider combining these three parcels
South of the SW Cor. Of N Barclay St & Oneida St	4,669	y	891324183008	formerly 213 N Barclay St
400 Blk Logan Av South of 105 Lincoln St	4,020	y	891323285009	
400 Blk Logan Av South of 105 Lincoln St	7,059	y	891323285010	Consider combining both parcels. Formerly 421 Logan Av
South of 2306 City View St	7,357	n	891219205007	
East of 122 Sumner St	4,717	y	891324179005	Used as parking lot, look at selling. Formerly 132 Sumner St
West of 410 Adams St	8,794	y	891324134009	formerly 402 Adams St. Past issues with neighbor encroachments.
East of 418 Adams St	8,819	y	891324134013	formerly 426 Adams St
West of 519 Adams St	3,519	y	891324207008	formerly 509 Adams St

2026-2027 Mowing List as of 2/17/26				As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre
Property	**Lot Sq ft**	**Sidewalk**	**PIN**	**Note**
NW Cor. of Adams St & E 4th St	17,049	y	891324107006	
South of 120 Peek St	5,630	y	891324208016	formerly 116 Peek St
North of 806 Logan Av	7,480	y	891324101009	formerly 812 Logan Av
South of 328 Ricker St	5,219	y	891313383009	formerly 821 Manson St
West of 437 Ricker St	7,115	y	891313381010	
East of 119 Ricker St	5,343	y	891313356010	formerly 129 Ricker St
NE Cor. of Ricker St & Hwy 63	4,888	y	891313354020	
North of 1809 E 4th St	7,755	y	891313356007	
East of 307 Gable St	7,347	y	891313377012	formerly 315 Gable St
East of 307 Gable St	7,344	y	891313377011	Parcel added 2/17/26
300 Blk Gable St West of 1009 Manson St	7,344	y	891313377010	
East of 306 Charles St	7,340	y	891313331003	formerly 312 Charles St
West of 220 Independence Av	8,339	y	891325202003	
West of 824 Fowler St	8,424	y	891230106005	formerly 820 Fowler St
East of 307 Adams St	3,410	y	891324132026	
300 Blk Adams St East of 307 Adams St	8,579	y	891324132025	
West of 327 Adams St	8,581	y	891324132024	consider combining these three parcels
West of 117 Smith St	2,522	y	891324458021	formerly 115 Smith St
East of 518 Cottage St	6,709	y	891324251005	formerly 520 Cottage St
East of 620 Fowler St	7,006	y	891325234005	formerly 622 Fowler St
North of 902 Logan Av	9,167	y	891313357007	
902 Logan Av	14,208	y	891313357008	Dunsmore house. Consider combining these two parcels
East of 126 Dearborn Av	8,541	y	891230305006	formerly 134 Dearborn Av
700 Blk Willow St East of 522 Beech St	13,858	y	891324427002	formerly 710 Willow St
East of 217 Independence Av	3,252	y	891324457014	formerly 223 Independence Av, south of City owned home at 411 Lane
South of 415 State St	8,380	y	891230151008	formerly 409 State St
200 Blk Courtland St South of 206 Irving St	2,261	y	891325202010	formerly 211 Courtland St
NE Cor. of Courtland St & Irving St	3,944	y	891325202011	Consider combining these two parcels
North of 1804 E 4th St	4,211	y	891313379013	Formerly 1808 E 4th St
1804 E 4th St NE corner of E 4th St and Ricker St	5,760	y	891313379012	Consider combining these two parcels. Home demolished in 2023.
700 Blk Vinton St North of 711 Vinton St	6,583	y	891324479011	formerly 717 Vinton St
700 Blk Vinton St North of 711 Vinton St	6,583	y	891324479010	Consider combining these two parcels
200 Blk of Hopkins Ct SE of 208 Salisbury St	4,495	n	891324184016	Formerly 220 Hopkins Ct. Demoed fall 2021.
East of 3116 Franklin St	9,015	n	891229276008	formerly 3126 Franklin St
West of 918 Newell St	1.20	n	891324203003	Formerly 820 Newell St. Over 1 acre. Mow area adjusted 2/17/26
1027 Sycamore St	2,389	y	891325137011	Building demolished in 2021
NW of 1027 Sycamore St	2,090	y	891325137012	formerly 1025 Sycamore St
NE of 1027 Sycamore St	4,479	y	891325137010	
1000 Blk of Sycamore SE of 204 E 8th St	8,958	y	891325137013	consider combining these 4 parcels
East of 215 Sumner St	5,658	y	891324177016	formerly 219 Sumner St
West of 225 Sumner St	5,656	y	891324177015	Formerly 223 Sumner St. Consider combining these two parcels.
North of 415 Lane St	7,149	y	891324457010	formerly 419 Lane St
00 Blk of Lane St, across street from 82 Lane St	4,120	y	891325251003	
NE of 410 Thompson Av	4,225	y	891323431012	formerly 414 Thompson Av

2026-2027 Mowing List as of 2/17/26				As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre
Property	**Lot Sq ft**	**Sidewalk**	**PIN**	**Note**
South of 326 Oak Av	1,754	y	891323430018	formerly 310 Oak Av
SW of 406 E 10th St	2,626	y	891325209011	formerly 1201 Mulberry St
South of 41 John St	6,233	n	891313351036	formerly 27 John St
South of 414 Logan Av	7,971	y	891324156007	formerly 408-410 Logan Av
~~South of 114 Warneka St~~	~~11,096~~	~~y~~	~~891313459019~~	formerly 915 Newell St. Parcel site and sold. Removed from list 2/17/26
NE of 409 E 8th St	9,519	y	891325127007	formerly 411 E 8th St
SE of 906 Franklin St	2,785	y	891325127002	
East of 124 Center St	31,007	y	891323231002	Formerly 120 Center St. Demoed fall of 2021.
100 Blk of Sumner St West of 211 Linn St	8,400	y	891324176011	Formerly 115 Sumner St. Demoed summer 2021.
100 Blk Sumner St West of 211 Linn St	8,472	y	891324176010	formerly 121 Sumner St
1000 Blk of Fulton St across from 1013 Fulton St	10,400	n	891229358002	Formerly 1004 Fulton Av. Demoed fall 2021.
1000 Blk of Fulton St across from 1013 Fulton St	5,200	n	891229358003	
1000 Blk of Fulton St across from 1013 Fulton St	3,180	n	891229358021	
1000 Blk of Fulton St across from 1013 Fulton St	5,070	n	891229358001	consider combining these four parcels
~~South of 171 Rebecca Ln~~	~~11,548~~	~~n~~	~~891229226026~~	Formerly 179 Rebecca Ln. Demoed fall 2021. Leased, removed from list 10/2/25
~~South of 171 Rebecca Ln~~	~~12,067~~	~~n~~	~~891229226025~~	Leased, removed from list 10/2/25
~~East of 171 Rebecca Ln~~		~~n~~	~~891229226024~~	~~Consider combining these three parcels. Over 1 acre.~~ Leased, removed from list 10/2/25
123 E Parker St	1.42	y	891313307009	Former St. Mary's nunnery (Villia). Recently demolished. Do not mow if grass not established
2127 E 4th St	2.64	y	891313307026	Former St. Mary's church and school. Recently demolished. Do not mow if grass not established
North of 1500 E 4th St	7,263	y	891324129013	Formerly 1526 E 4th. Demoed 2022.
North of 1525 E 4th St	4,271	y	891324105007	Formerly 1527 E 4th. Demoed 2022.
100 Blk of Shilliam Av across from 209 Jackson St	5,164	y	891324405003	Formerly 118 Shilliam Av. Demoed fall 2021.
West of 218 Cottage St	8,441	y	891324176002	Formerly 214 Cottage St. Demoed fall 2021.
900 Blk of Linden Av North of 751 Glenwood St	6,046	y	891324476004	Formerly 915 Linden St. Demoed fall 2021.
900 Blk of Linden Av North of 751 Glenwood St	6,047	y	891324476003	Consider combining these two parcels
West of 729 Glenwood St	14,636	y	891324476018	Formerly 725 Glenwood St. Demoed fall 2021. Parcel changed from 891324476009
West of 150 Harrison St	4,346	y	891323285027	Formerly 154 Harrison St. Demoed fall 2021.
West of 246 Hogle St	5,473	y	891230308009	Formerly 242 Hogle St. Demoed fall 2021.
West of 246 Hogle St	5,501	y	891230308008	Consider combining these two parcels
SE Cor. of Merriman St & Halstead St	3,564	y	891324410001	Formerly 200 Merriman St. Demoed fall 2021
105 E 11th St	26,880	y	891325181005	Former lumber yard demoed. Parcel previously temporarily removed from list, now readded.
East of 305 Sumner St	4,722	y	891324178017	Formerly 307 Sumner St. Demoed 2022
East of 331 Sumner St	5,072	y	891324178010	Formerly 335 Sumner St. Demoed 2022
East of 402 Courtland St	10,200	y	891325208002	Formerly 408 Courtland St. Demoed 2022. House to east at 418 Courtland under demo contract, could disturb this one.
70 Sycamore St	39,636	y	891323476001	Former Crystal Ice building.
90 Sycamore St	15,228	y	891323476002	Former Crystal Ice building.
521 Pine St	4,601	y	891324307010	Has a house on it
West of 508 Adams St	8,743	y	891324210001	
East of 2012 Lafayette St	7,554	y	891230304006	
~~1515 Sycamore St~~	~~94,395~~	y	~~891325259002~~	Former Rath Administration building. Removed from list 10/10/25
East Cor. of Sycamore St & E 10th St	10,272	y	891325180014	
NW of 1217 Sycamore St	6,688	y	891325180013	formerly 1211 Sycamore St
NW of 1217 Sycamore St	4,080	y	891325180018	Parcel added 2/8/24
Between 508 & 526 Locust	1,927	y	891326331006	formerly 520 Locust St

2026-2027 Mowing List as of 2/17/26				As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre
Property	**Lot Sq ft**	**Sidewalk**	**PIN**	**Note**
Between 1128 & 1206 Washington St.	9,380	y	891325307007	
SW of 622 W 9th St	2,774	y	891326432012	formerly 626-628 W 9th St
West of 1129 South St	7,323	y	891325307024	
East of 1023 South St	3,566	y	891326433006	formerly 1029 South St
NW of 1316 Washington St	3,167	y	891325354049	City acquired from State CLD 623 Pg 63. Is planning responsible to mow?
NE of 622 W 9th St	2,854	y	891326432010	
East of 1421 Hawthorne Av	5,415	y	891336105018	formerly 1423 Hawthorne Av
~~West of 1133 Bertch Av~~	~~6,362~~	~~y~~	~~891335226017~~	Formerly 1131 Bertch Av. Property sold, removed from list 2/10/26
~~SE of 1018 Wellington St~~	~~8,423~~	~~y~~	~~891326476006~~	formerly 1020 Wellington St. Property sold, removed from list 2/17/26
SE of 915 Commercial St	6,784	y	891325153003	formerly 919-925 Commercial St (Castle Apartments)
100 Blk W 8th St SE of 915 Commercial St	3,618	n	891325153002	Consider combining these two parcels
SE of 1218 Washington St	6,853	y	891325307032	
NW Cor. of W 11th St & South St	10,832	y	891325307033	Consider combining these two parcels
NW of 1124 Washington St	8,447	y	891325307003	formerly 1120 Washington St
NE of 620 W 7th St	2,421	y	891326426007	formerly 614 W 7th St
NE of 619 W 7th St, behind 908-910 South St	3,000	n	891326431002	Formerly 613 W 7th St. Alley access only.
~~NW of 1108 Grant Av~~	~~6,981~~	~~y~~	~~891326481001~~	formerly 1100 Grant Av. Property sold, removed from list 2/17/26
SW of 326 W 14th St	4,210	y	891325377008	formerly 328 W 14th St
742 Grant Av SE of 740 Grant Av	3,936	y	891326411007	Building demolished in 2021
~~NE of 326 W 14th St~~	~~8,540~~	~~y~~	~~891325377006~~	Property sold, removed from list 2/17/26
817 Bluff St	20,517	y	891326283016	Quonset Hut part of former Johnstone Supply. Includes sidewalk along W 7th St
SE of 1103 Commercial St	8,395	y	891325155013	
NW Cor. of Williston Av & US Hwy 218	8,239	y	891325382012	
SE of 1426 Washington St	7,233	y	891325354011	
SE of 1426 Washington St	7,030	y	891325354012	
SE of 1426 Washington St	6,995	y	891325354013	Consider combining these three parcels.
North of 208 Denver St	5,040	y	891326305017	
~~207 Lafayette St~~	~~4,050~~	~~y~~	~~891323478013~~	Home demolished in 2023. Sold, removed from list 2/10/26
637 Ankeny St	6,432	n	891313352021	Home demolished in 2023.
~~N of 250 Westfield Ave, part of Lot 1 of Techworks Add~~	~~228,559~~	~~y~~	~~891323378017~~	Over 1 acre. Approximatly half of the site is parking lot. Site under construction, removed from list for now.
SE of 250 Westfield Ave, part of Lot 1 of Techworks Add	31,102	n	891323378018	Entire parcel is parking lot. Mow areas of right-of-way of Westfiled Av and W Jefferson St.
E Cor. of W Commercial St & River Rd, Lot 3 Techworks Add	1.30	n	891323455001	Over 1 acre. Additional pavement areas added, mow area reducted 2/17/26
West of 215 Oneida St	6,300	y	891324181014	Parcel added 2/17/23, previously was missed
1318 Martin Rd, S of 1246 Martin Rd	32,000	n	891332476007	Parcel added 4/24/23, home demolished in 2023.
N of 3620 Wagner Rd	1.03	n	891303151009	Parcel added 4/24/23. Mow front 300 feet only. Over 1 acre.
W of 306 Madison St	6,400	y	891230129024	Parcel added 4/27/23.
SW of 321 E 1st St	9,000	y	891323436006	Parcel added 4/27/23.
E of 912 Newton St	6,050	y	891314351008	Parcel added 4/27/23.
N of 914 Linden Av	14,644	n	891219351018	Parcel added 6/13/23
54 Lane St, former Altstadt Langlas Backery	56,933	y	891325254013	Parcel # changed, was 891325254010 Parcel added 8/1/23. Mow area under 1 acre.
1335 Mulberry Street, W of 73 Lane St	2,475	y	891325251006	Parcel added 9/11/23. House demolished.
N of 73 Lane St	4,635	y	891325251004	Parcel added 9/11/23
200 E Mullan Av, SW of 210 E Mullan Av	8,025	y	891323477012	Parcel added 1/4/24. Garage demolished.
617 W 1st St, NE of 619 W 1st St	2,100	y	891326178016	Parcel added 2/8/24. House demolished.

2026-2027 Mowing List as of 2/17/26				As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre
Property	**Lot Sq ft**	**Sidewalk**	**PIN**	**Note**
324-326 W 7th St, SE of 817 Bluff St	4,875	y	891326283003	Parcel added 2/8/24. Former duplex demolished.
NW of 924 Lafayette St, corner of Lafayette & E 7th	4,730	y	891325133001	Parcel added 2/8/24
NW of 924 Lafayette St, corner of Lafayette & E 7th	3,870	y	891325133003	Parcel added 2/8/24
NW of 924 Lafayette St, corner of Lafayette & E 7th	6,000	y	891325133004	Parcel added 2/8/24
NW of 924 Lafayette St, corner of Lafayette & E 7th	4,500	y	891325133005	Parcel added 2/8/24
NE of 204 E 7th St, corner of Lafayette & E 7th	3,200	y	891325133018	Parcel added 2/8/24. Consider combining these 5 parcels
W of 532 Dawson St	4,290	y	891314457018	Parcel added 2/8/24
NW of 1112 Sycamore St	12,600	y	891325179008	formerly 1100 Sycamore St. Parcel added 2/8/24.
E of 1320 Mulberry St, SW corner of Mulberry and Lane	13,724	y	891325251008	Parcel added 2/8/24
S of 542 Indiana St	1.75	n	891230329029	Parcel added 2/8/24. Over 1 acre.
~~1712 E 4th St~~	~~5,600~~	~~y~~	~~891313382015~~	Parcel added 3/1/24. Includes a home. Under demo contract, removed from list for now (untill grass estblished).
724 Lincoln St, N of 718 Lincoln St	6,721	y	891323227002	Parcel added 3/1/24. House demolished.
418 Oak Av, NE of 412 Oak Av	5,200	y	891323428019	Parcel added 3/1/24. House demolished.
110 Chestnut St, E of 116 Chestnut St	4,500	y	891323237027	Parcel added 3/1/24. House demolished.
318 Bratnober St, 2 parcels E of 322 Bratnober St	4,270	y	891323235010	Parcel added 3/1/24. House demolished. City does not own vacant property on either side of this lot.
309 E 2nd St, SW of 315 E 2nd St	7,350	y	891323478009	Parcel added 3/1/24. House demolished.
~~South of 522 Iowa St~~	~~3,100~~	~~y~~	~~891324159006~~	Parcel added 4/22/24. Parcel sold, removed from list 2/10/26.
~~South of 327 Iowa St~~	~~4,500~~	~~y~~	~~891324303009~~	Parcel added 4/22/24. Parcel sold, removed from list 2/10/26.
SW corner of W Orange Rd & Kimball Av	23.88	n	multiple	Added 4/22/24. Former Orange School site. There are several parcels, totaling 23.88 acres.
~~708 Mobile St~~	~~5,600~~	~~y~~	~~891324429012~~	Has a house on it. Parcel added 4/22/24. Under demo contract, removed from list for now (until grass established).
1103 Commercial St	8,400	y	891325155014	Parcel added 5/10/24. House demolished.
~~310 Upland Dr~~	~~2.60~~	~~n~~	~~891333252001~~	Parcel added 5/10/24. Over 1 acre. Demoed. Site under construction, removed from list for now.
233 Gable St	7,344	y	891313376006	Has a house on it. Parcel added 5/15/24.
431 Dawson St	5,440	y	891314460007	Has a house on it. Parcel added 5/30/24.
328 Edwards St	6,100	y	891323232014	Has a house on it. Parcel added 5/30/24.
129 Harrison St	9,420	y	891323288011	Has a house on it. Parcel added 5/30/24.
203 Harrison St	4,560	y	891324156008	Has a house on it. Parcel added 5/30/24.
~~512 Almond St~~	~~8,400~~	~~y~~	~~891324307003~~	Parcel added 7/25/24. Demoed. Sold, removed from list 2/10/26
~~411 Logan Av~~	~~4,547~~	~~y~~	~~891323285012~~	Has a house on it. Parcel added 8/8/24. Under demo contract, removed from list for now (untill grass estblished).
~~718 W 2nd St~~	~~4,200~~	~~y~~	~~891326180012~~	Has a house on it. Parcel added 4/24/25. Under demo contract and agreement to sell, removed from list for now.
121 Irving St	4,424	y	891325205009	Has a house on it. Parcel added 4/24/25.
1228 Columbia St	6,700	y	891314426018	Has a house on it. Parcel added 4/24/25.
~~1117 Lincoln St~~	~~6,500~~	~~y~~	~~891314430009~~	Parcel added 4/24/25. Demoed. Site under construction, removed from list for not (until grass est.)
~~227 Ricker St~~	~~3,500~~	~~y~~	~~891313379008~~	Has a house on it. Parcel added 4/24/25. Under demo contract, removed from list for now (untill grass estblished).
1402 Mulberry St, W of 1406 Mulberry St	4,000	y	891325254001	Parcel added 4/24/25. Demoed.
424 Columbia St	6,100	y	891323235001	Has a house on it. Parcel added 4/24/25.
~~127 Newell St~~	~~7,448~~	~~y~~	~~891313359016~~	Has a house on it. Parcel added 4/24/25. Under demo contract, removed from list for now (untill grass estblished).
512 N Barclay St	2,800	y	891324210025	Has a house on it. Parcel added 4/24/25. Will be selling soon.
506 Elm St	2,800	y	891325212015	Has a house on it. Parcel added 4/24/25.
~~418 Courtland St~~	~~5,600~~	~~y~~	~~891325208003~~	Has a house on it. Parcel added 4/24/25. Under demo contract, removed from list for now (untill grass estblished).
203 State St	8,040	y	891230158007	Has a house on it. Parcel added 4/24/25.
1515 Liberty Av	8,296	n	891336154017	Has a house on it. Parcel added 5/6/25.
~~406 Randall St~~	4,200	y	891326107008	Has a house on it. Parcel added 6/9/25. Under demo contract and agreement to sell, removed from list for now.
3280 Newell St	2.90	n	891221126002	Has a house and multiple out buildings. Parcel added 6/12/25. Parcel includes farmland, but only 2.9 acres mowed.

2026-2027 Mowing List as of 2/17/26				As of 2/17/26 there are 241 properties, of which 230 are under one acre and 11 are over one acre
Property	**Lot Sq ft**	**Sidewalk**	**PIN**	**Note**
420 Bayard St	4,320	y	891326357004	Has a house on it. Parcel added 8/13/25.
623 N Barclay St	6,050	y	891324132014	Has a house on it. Parcel added 2/10/26.
1050 Evergreen Av	10,000	y	891322358035	Has a house on it. Parcel added 2/10/26.
314 Reber Av	3,034	y	891327435033	Has a house on it, corner lot. Parcel added 2/10/26.
411 Lane St	2,520	y	891324457012	Has a house on it. Parcel added 2/10/26.
520-522 Archer Av	8,520	y	891230156004	Has a house on it. Parcel added 2/10/26.
1410 Mulberry St	4,000	y	891325254003	Has a house on it. Parcel added 2/17/26. Corner lot, sidewalk on both streets.
433 Bratnober St	6,500	y	891323252004	Has a house on it. Parcel added 2/17/26.
2500 W 4th St	23,790	y	891334251004	Has a house on it. Parcel added 2/17/26.
	47.45	Sum acres for sites over an acre		

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Code Enforcement Department

MEETING DATE
March 2, 2026

AGENDA ITEM TITLE
Resolution approving preliminary plans, specifications, form of contract, etc., and setting date of bid opening as March 19, 2026, and date of public hearing as April 6, 2026, in conjunction with the FY26-28 Complaint Mowing with Complaint Snow Removal Contract, and instruct the City Clerk to publish notice.

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

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting the date of bid opening as March 26, 2026, and date of public hearing as April 6, 2026, in conjunction with the FY 2026 800 Block, Upton Avenue Sanitary and Water Main Extensions Project, Contract No. 1147, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Extension of sanitary sewer and water main into the 800 block of Upton Avenue along with reconstruction of the 800 block of Upton Avenue to sever new developments.

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

Todd Derifield, Leisure Services Interim Director
Leisure Services Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Matt Construction Inc., of Sumner, Iowa, in the amount of $237,465.11, in conjunction with the FY 2025 South Hills Golf Course Maintenance Building, Contract No. 1130.

RECOMMENDED COUNCIL ACTION

Approve

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Original Contract approved by council 5/5/205	$230,958.00
CO#1 approved 9/2/2025	$ 2,576.52
CO#2 approved 10/2/2025	$ 3,930.59
Total	$237,465.11

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

GO Bond funds

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. South Hills Maintenance Building Project Closeout Letter

CMBA ARCHITECTS

2.18.2026

Honorable Mayor Boesen
and City Council
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

Re: F.Y. 2025 South Hills Golf Course Maintenance Building
Contract No. 1130

Dear Mayor and Council Members,

Work on the South Hills Golf Course Maintenance Building project is now complete. It is our recommendation for the City Council to make final acceptance of this project.

By this letter, we hereby state:

1. To the best of our knowledge, belief and based on observations by CMBA Architects and City of Waterloo personnel during regular construction meetings, the work performed by Matt Construction Inc. appears to be in accordance with the contract documents.

2. The total cost of the completed work is $237,465.11.

If you have any questions, please feel free to contact our team.

Thank you,

Mike Thole
Associate Principal Architect

P: 319.277.5636
E: thole.m@cmbaarchitects.com

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving acceptance of improvements to the North Crossing 3rd and 4th Additions, submitted by K. Cunningham Construction, LLC, of Cedar Falls, Iowa and file a two-year maintenance bond.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The improvements required as a condition precedent to the approval of North Crossing 3rd & 4th Additions, 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 at Hwy 63 and Heath Street.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Cunningham-North Crossing-MAIN
2. North Crossing Development - Final Approval Letter
3. Certificate of Acceptance - VJ - North Crossing 20260212

Bond No. S057473

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That K. Cunningham Construction, LLC of Cedar Falls, IA as Principal, and EMPLOYERS MUTUAL CASUALTY COMPANY of Des Moines, Iowa as Surety, are firmly bound unto City of Waterloo, IA , (hereinafter called Obligee) in the Penal Sum of Ten Million Two Hundred Twenty-Four Thousand Ninety-Five and 81/100 ($ 10,224,095.81) Dollars lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal has completed a certain contract, North Crossing 3 and 4 in conformity with certain specifications; and submits said contract for acceptance by the Obligee.

Whereas, a further condition of said contract is that the said principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of Two (2) years from the date of acceptance of the work under said contract; and

Whereas, the said EMPLOYERS MUTUAL CASUALTY COMPANY of Des Moines, Iowa for a valuable consideration, has agreed to join with said principal in such bond or guarantee, indemnifying said Obligee, as aforesaid;

Now, therefore, the Condition of This Obligation is such, that if the said Principal does and shall, at his own cost and expense, remedy any and all defects that may develop in said work, within the period of Two (2) years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

Date of Formal Acceptance of Contract: _____ 20 ___

Bond Approved: _____ 20 ___

Signed and delivered this 16th Day of February 20 26

K. Cunningham Construction, LLC
Principal
By: _____

EMPLOYERS MUTUAL CASUALTY COMPANY
Surety
By: _____
E. A. von Harz, Attorney-in-fact

7231 (03/09)

CLEAR FORM

emc INSURANCE

P.O. Box 712 • Des Moines, Iowa 50306-0712

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

E.A. von Harz

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

In an amount not exceeding Twenty-Five Million Dollars.....$25,000,000.00

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

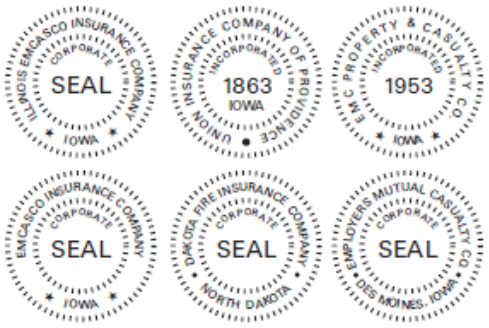
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 17th day of September, 2025.

Seals



AMY DANIEL
Commission Number 866839
My Commission Expires
August 13, 2028

Scott R. Jean, President & CEO
of Company 1;Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6

Todd Strother,Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

On this 17th day of September, 2025 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires August 13, 2028.

Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 17th day of September, 2025, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of February, 2026.

Vice President

Robinson Engineering Company
Consulting Engineers

February 13, 2026

Wayne Castle, PLS, PE
City of Waterloo – Engineering
715 Mulberry Street
Waterloo, IA 50703

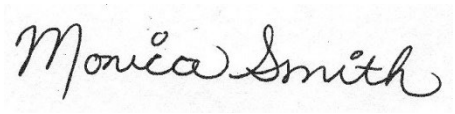
RE: North Crossing Development – Final Approval

Mr Castle,

As the design engineer for the North Crossing Phase 3 Development, I am writing to inform you that I am giving the City of Waterloo my final approval for this project.

Let me know if you need additional information.

Sincerely,



Monica Smith, PE

819 Second Street NE, Independence, IA 50644 – Phone: 563-920-5382

VJ Engineering
1501 technology parkway, suite 100
cedar falls, iowa 50613
ph: (319) 266-5829 fax: (319) 266-5160

Engineering – Surveying

CERTIFICATE OF COMPLETION

North Crossing Subdivision
Waterloo, Iowa

February 12, 2026

This is to certify that the construction improvements on the North Crossing Subdivision project have been completed in substantial compliance with the plans and specifications for the project. I hereby recommend the acceptance of the project.

Respectfully submitted,

Daniel Arends, P.E.
Iowa Reg. No. 22647
VJ ENGINEERING

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving award of hotel/motel tax council discretionary funds to the Waterloo Municipal Band in the amount of $25,000.00.

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. Council HM Grant App 2026
2. W-9 2026

3. 990-N

Waterloo City Council
Discretionary Hotel-Motel Grant Application

The City of Waterloo is offering grants to non-profit entities for projects and community events that support tourism, quality of life and which bring people to Waterloo's downtown area. Grant funds are made possible through Hotel/Motel tax funds received by the City of Waterloo. City Ordinance states 10% of the revenues generated from the Hotel-Motel Tax can be used as discretionary dollars of the City Council to enhance projects that support several defined areas**.**

To apply, please complete the following application and send the original plus four complete copies to:

City of Waterloo Finance Dept., City Hall,
715 Mulberry St.,
Waterloo, Iowa, 50703.

Incomplete applications will be returned.

1. **General Information** (It is highly recommended that applications be typewritten. Use a separate sheet of paper, if necessary):

Name of organization Waterloo Municipal Band

Name of facility/project Waterloo Municipal Band concert series

Contact person Julie Anderson

Email jannra56@gmail.com

Address of organization or person completing application:

Street 4308 Granite Ridge Road

City Cedar Falls **State** IA **Zip** 50613

Phone 319-239-3686 **Fax:** _____

2. Please describe your project in detail

a) Explain the project as though you were telling a complete stranger.

b) Please be specific how the grant monies will be used in the overall project.

The Waterloo Municipal Band presents a series of free outdoor band concerts each week in June and July at the Waterloo RiverLoop Amphitheater. (In case of inclement weather conerts are held inside at the Waterloo Center for the Arts.)
Our organization includes 48 musicians and a conductor/music director.

Our one hour concerts include classic band literature, pop and broadway selections, marches, guest artists from the Cedar Valley that celebrate our culture and heritage.

Our tentative schedule for our “Century of Sound” 2026 Celebrating 100 years of the Waterloo Municipal Band is:

June 4 - Concert Series Opener/ My Waterloo Days
June 11 - Honor Band Experience with Waterloo High School students
June 18 - Trivia Night -
June 25 - Sturgis Falls connections

July 3 - 250th USA Patriotic Tribute - Flag Retirement with American Legion
July 10 - TBA
July 17 - Iowa Trombones
July 26 - Finale

The monies that we recieve from the city will be used for:

- musician compensation
- conductor compensation
- instrument repair and needs
- music
- rental for office space at Waterloo Center for the Arts
- set-up and take down for rehearsals and concerts
- website mangement
- tootsie pops for audience members
- photographer, videographer and livestreaming services
- accounting services
- membership to Concert Bands of America
- uniforms (polo shirts)
- office supplies
- provide an honor band experience for Waterloo High School Students
- create a music schlorship for a Waterloo High School band student
- commission of band works to comemorate the 100th Anniversary of the Waterloo Municipal Band and gift these works to Waterloo high schools

3. What is the mission of your organization?

The Waterloo Municipal Band celebrates the tradition of community bands by engaging local musicians to present a series of free outdoor performaces within Waterloo, Iowa.

4. How long has your organization been in existence?

Our organization has been in existence for 100 years. It began in 1926.

5. How many staff members and/or volunteers are involved in this organization and the project?

Our organization includes 48 band members, conductor, band manager, music librarians and 11 board members, videographer, and photographer. Our concerts are video taped and available on youtube and broadcast on local cable channels.

6. <u>Please indicate all the categories that your projects supports:</u>

- [x] Category 1 – Supports tourism and heads on beds
- [x] Category 2 – Supports and assists community events
- [x] Category 3 – Brings people downtown
- [x] Category 4 – Supports Waterloo quality of life

7. Please provide a detailed description of your project, together with a statement of how your project fits into one or more of the above listed 4 categories.

Through its efforts the Waterloo Municipal Band
-promotes appreciation for band music among a diverse public
-provides opportunities for professional musicians to perform locally
-supports businesses in the downtown area during concert series
-supports quality of life by providing entertaining and educational music programs; - encourages a sense of community and civic pride.

The Waterloo Municipal Band is committed to enhance the life of our community through our outdoor concert series.

Our project promotes the arts in our community by providing an annual series of free outdoor public band performances. We invite guest artists within our community to perform. We connect with other organizations - i.e. Waterloo Legion, Iowa Trombones, Cedar Falls Symphony, Iowa Irish Fest, Cedar Falls Municipal Band, etc.

8. If your project has or will continue for more than one year, please explain your plans for financial sustainability

Because the concerts are free for all audience members, no money is generated. We do solicit a small amount of donations at each of our concerts. In Iowa, municipal/community concert bands are funded through the cities.
While we are frugal and save money for emergency situations, we rely on the city to fund our concert series.

This year the band is celebrating "A Century of Sound," recognizing the Waterloo Municipal Band's 100-year legacy and investing in its fuure. We hope to increase our funding and expand our reach and deepen our impact in the community.
While we have started exploring new ways to raise funds via local sponsorships and always strive to raise money at the concerts from donations, historically it has been only a couple of thousand each year. If that changes and we start increasing our donations each year due to our new initiative, then we would amend future

9. Give an estimate of how you plan to measure the success of the project

—The size and growth of our audience
—The enthusiasm within the community for our concerts.
—The involvement and commitment of our band members.
—Social media following

10. Describe specifically how the proposed project will be marketed.

11. Please provide a detailed description of the budget. Please include information about additional funding sources, income and how the hotel/motel tax grant fits into the overall budget.

Total Project Cost	
8 concerts at a cost of approxiamtely $3130/concert.	$25,040
48 players per concert @ $60 per player	
1 conductor @ $250/concert	
Rehearsal/concert space at Center for the Arts.	$ 1,000
Includes set up and tear down for each conert	
Office space	
Other operating costs.	$ 1,790
purchase of equipment and repair, music, accounting office expenses, website costs, licensing costs, ASCAP membership	
Commisioning of pieces for the anniversary.	$3,000
Scholarship for Waterloo High School band student.	$ 500
T-shirts to commerate the anniversary.	$1500
Hotel Motel Tax Grant Request	$32,830

12. Please include in your submitted materials:

- Tax exempt status
- W-9 form

13. We ask that you will submit a single page final report detailing the results of your project one month after the completion of the project. If you do not submit your final report within a month after completion you will not be eligible for further funding.

- Were your intended goals for the project met? Please provide details.
- How were the funds spent? Please be specific.

****

BUDGET SUMMARY:

Total Project Cost	**$** $32,830
Additional Funding Sources	**$** average to date $2000
In-Kind Services	**$**
Hotel/Motel Tax Grant Request	**$** $30,830

Please note: Additional Funding Sources, In-Kind Services and Hotel/Motel Tax Grant Request *must* equal Total Project Cost.

I have reviewed this Application for Hotel/Motel Grant Funds from the City of Waterloo. The information contained in this application plus any attachment(s) is accurate and complete to the best of my knowledge.

The Hotel/Motel Tax Grant Funds are to be used for the express purpose as stated in the Grant Application. I, the undersigned, fully understand that if this program/project does not transpire, Waterloo City Council's recommendation for funding will be withdrawn and my organization will be responsible for refunding any portion of funds already received.

Julie Anderson - Waterloo Band president — **Signature of Applicant**

February 6, 2026 — **Date**

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)
Waterloo Community Concert Band

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
225 Commercial Street

Requester's name and address (optional)

6 City, state, and ZIP code
Waterloo, IA 50701

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
42-1423453

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Julie Anderson **Date** 2/6/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

WATERLOO COMMUNITY CONCERT BAND

EIN: 42-1423453 | Cedar Falls, Iowa, United States

Form 990-N (e-Postcard)

Organizations who have filed a 990-N (e-Postcard) annual electronic notice. Most small organizations that receive less than $50,000 fall into this category.

Tax Year 2024 Form 990-N (e-Postcard)

Tax Period:
2024 (09/01/2024-08/31/2025)

EIN:
42-1423453

Organization Name (Doing Business as):
WATERLOO COMMUNITY CONCERT BAND

Mailing Address:
1509 ERIK ROAD
CEDAR FALLS, IA 50613
United States

Principal Officer's Name and Address:
KRISTINE SMITH
1509 ERIK ROAD
CEDAR FALLS, IA 50613
United States

Gross receipts not greater than:
$50,000

Organization has terminated:
No

Website URL:
WATERLOOBANDIA.ORG

Tax Year 2023 Form 990-N (e-Postcard)

Tax Year 2022 Form 990-N (e-Postcard)

Tax Year 2021 Form 990-N (e-Postcard)

Tax Year 2020 Form 990-N (e-Postcard)

Tax Year 2019 Form 990-N (e-Postcard)

Tax Year 2018 Form 990-N (e-Postcard)

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	March 2, 2026

AGENDA ITEM TITLE

Motion to approve Change Order No. 2 with Midwest Demolition Contractors Inc., of Walford, Iowa, for a net decrease of $8,425.00, for decreased scope of work for pavement to remain on property located at 310 Upland Drive, in conjunction with Demolition and Site Clearance Services, Contract D-2025-08-01P, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City entered into demolition Contract RD-2025-08-01P with Midwest Demolition Contractors Inc, which is for the demolition of 310 Upland Drive (former Parkview care facility). Demolition work is mostly completed. The City previously approved Change Order No. 1 for a net increase in the amount of $19,950 for additional costs to remove and dispose of additional pavement material. The site will be redeveloped as a residential subdivision, and City staff have determined that a portion of the existing pavement should remain to be utilized by heavy equipment as part of installation of infrastructure for the new subdivision, and then the pavement to remain will be removed later as part of the subdivision infrastructure construction project. There is approximately 16,000 SF of pavement that is part of the current scope of work to be removed that would now remain, which equates to a deduct of $10,000, less $1,575 for additional costs to saw cut the pavement to remain, for a proposed Change Order No. 2 net decrease of $8,424.

NEIGHBORHOOD IMPACT

The demolition activity will have a positve impact on the neighborhoods by removing blighted and abandoned buildings.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A (net decrease to Contract)

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Demo Change Order No 2 contractor signed
2. Change Order No 2 documents
3. Demo Change Order No 1
4. Midwest_Demolition_Contractors_-_Demolition_Contract_D-2025-08-01P_-10.6.2025

Midwest Demolition Contractors, Inc
319-845-3061

300 Hwy 151 E
PO Box 270
Walford, IA 52351
Phone: (319) 845-3061
Fax: (319) 845-3066

CHANGE ORDER REQUEST

Job #: D5041 COR #: 2 Start Date: 2/12/2026 Completion Date: N/A

Contractor: Midwest Demolition Contractors INC

Job Name: 310 Upland Drive Waterloo Iowa

Job Location: 310 Upland Drive Waterloo Iowa

Current Contract Amount:	$	244,650.00
Amount of this change in scope:	$	(8,425.00)
Amount of contract after change:	$	236,225.00

DESCRIPTION

Deduct for approximately 16,000 SF of pavement to remain - $10,000
Saw cutting of pavement to remain $5 per foot at 315 linear feet

MATERIALS

QTY	ITEM	PRICE	AMOUNT
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL	$ -

LABOR

DATE	HRS	NAME	TRADE	RATE	AMOUNT
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
				TOTAL	$ -

EQUIPMENT

QTY	DESCRIPTION	PRICE	AMOUNT
	Additional EXT Time		
	Additional Trucking time		
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL	$ -

SUMMARY

LABOR TOTAL:	$	-
MATERIALS TOTAL:	$	-
EQUIPMENT TOTAL:	$	-
TOTAL:	$	(8,425.00)

Contractor Approval: Ky Dey

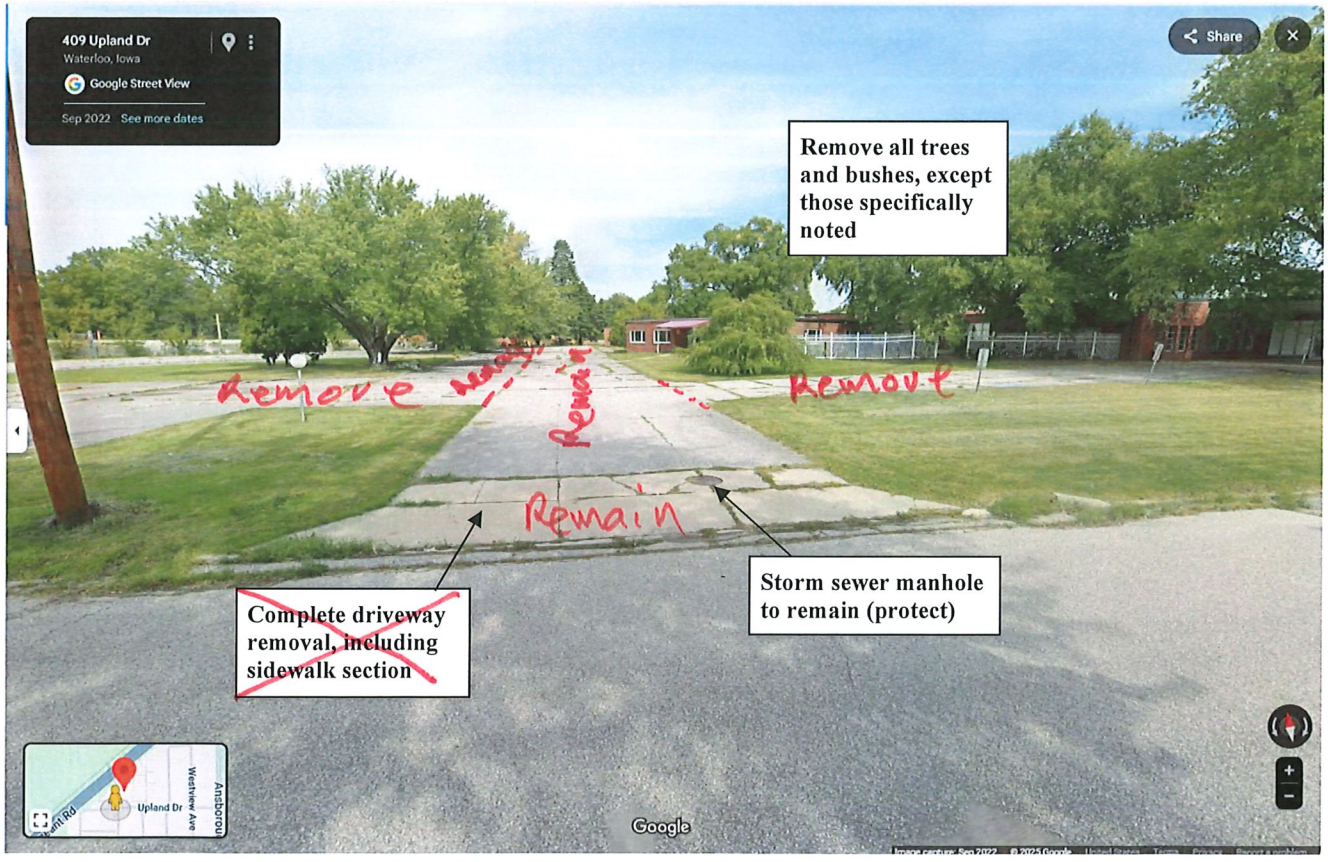
City Approval:

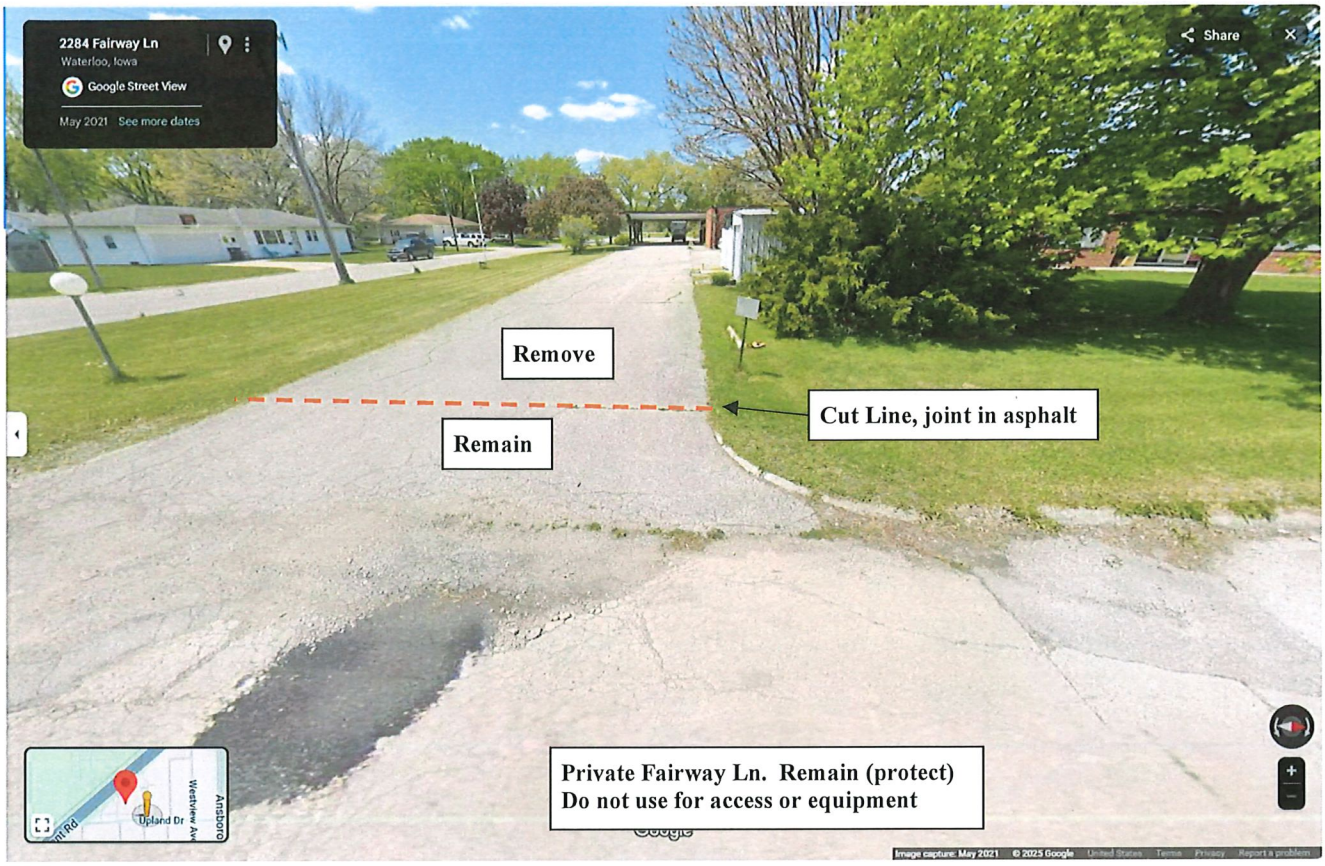
Date: 2-12-2026

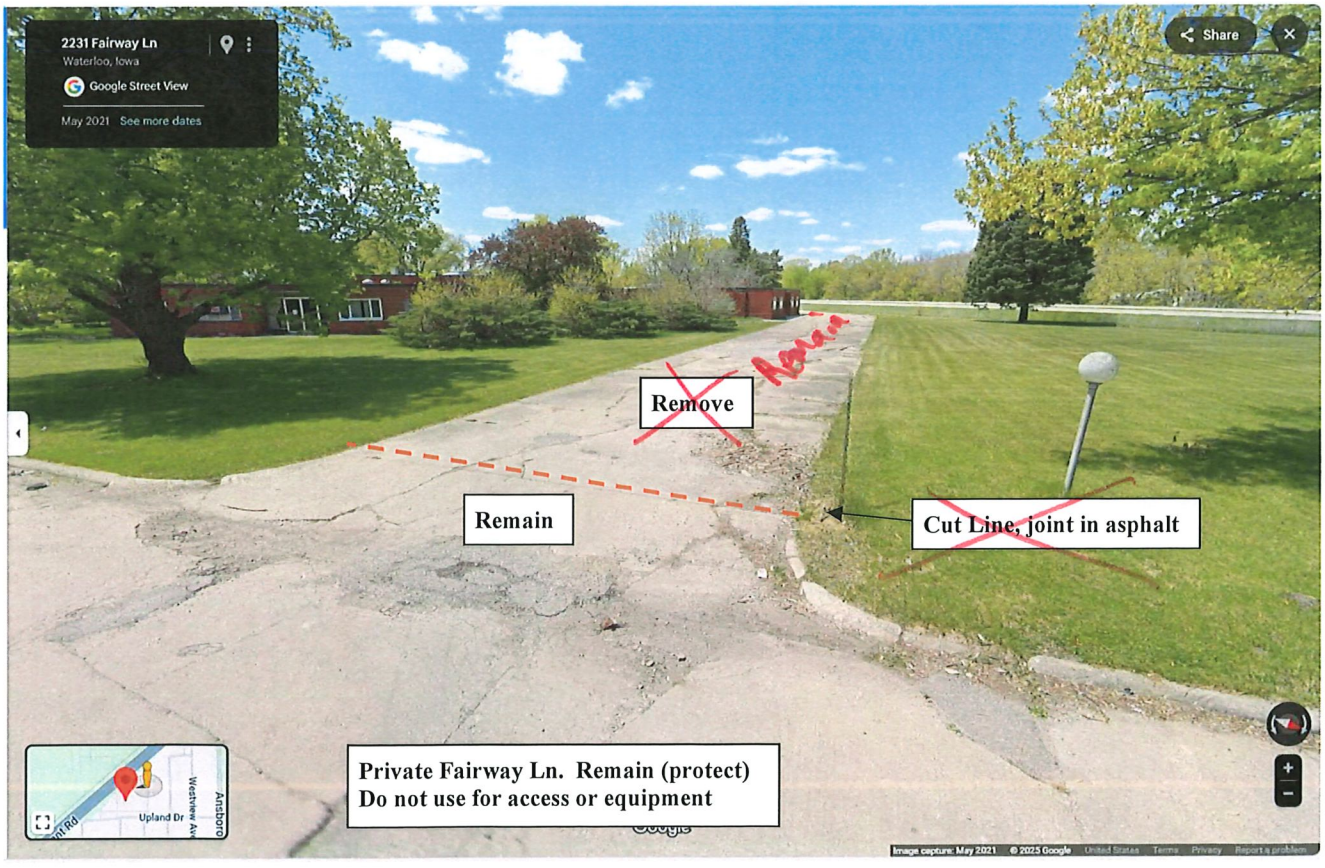
option of having the damage repaired at the Contractor's expense to be reimbursed to the City, withheld from future payments of the Contractor, or paid from the performance bond.

2.17 SPECIAL PROVISIONS

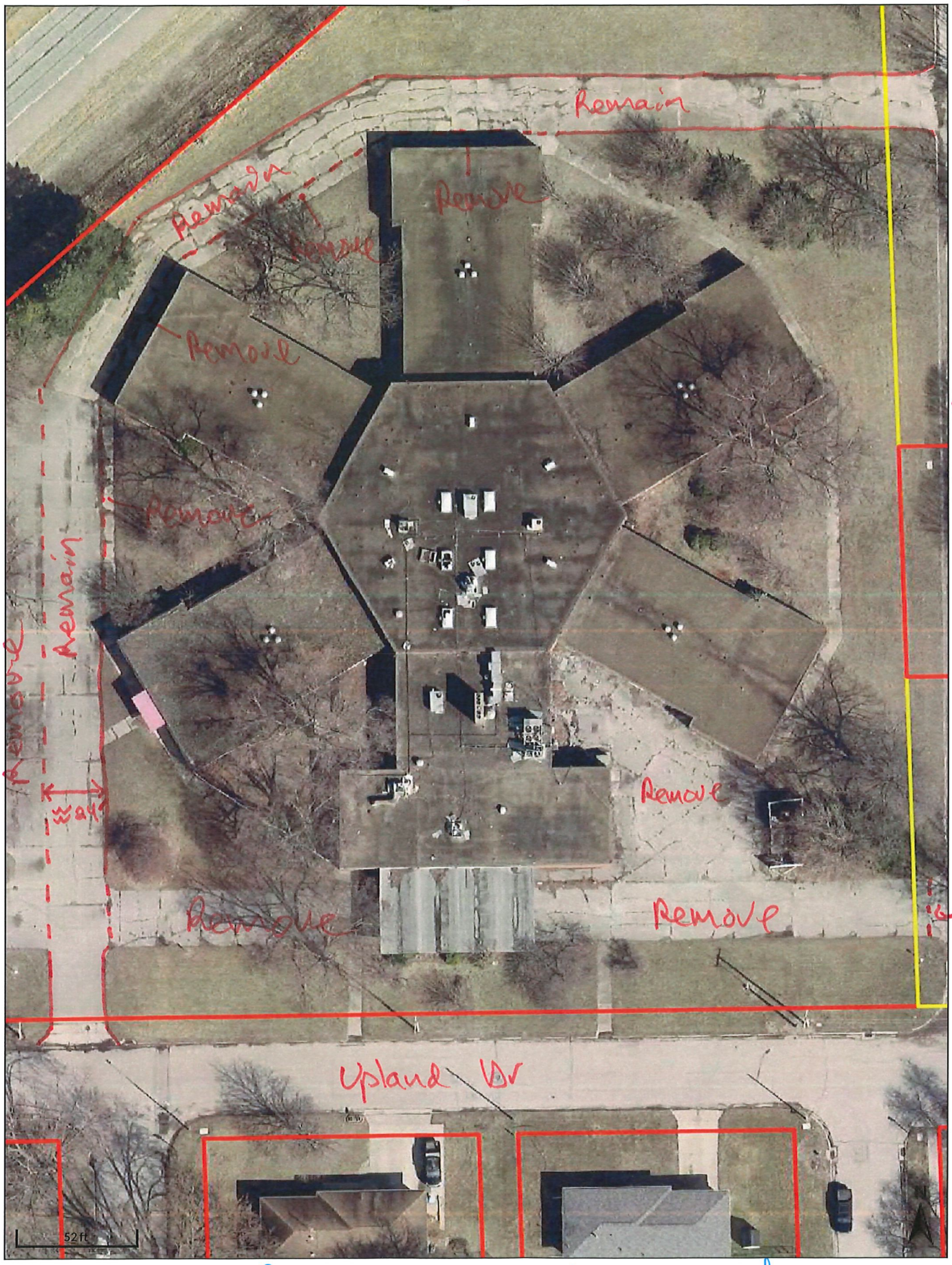
- 310 Upland Drive: This former Parkview care facility is a large, approximately 45,250 SF commercial building with an approximate 3,000 SF basement area.
- This project will disturb over an acre of area, and as such additional stormwater management/SWPPP requirements apply.
- This site is proposed to be redeveloped into a residential development. This project includes soil compaction requirements, and the City of Waterloo will either perform in house or hire a third-party contractor to do soil testing of backfill material (both before it is backfilled, during backfilling, and after backfilling is complete) to ensure proper compaction.
- Driveways are to be completely removed, including the sidewalk section. No curb work required — except as now modified
- Sewer kill, additional details attached. Check with the City of Waterloo Engineering Department with questions.
- Water kill, no information available, check with Waterloo Water Works.




2284 Fairway Ln
Waterloo, Iowa
Google Street View
May 2021 See more dates
Share
Remove
Remain
Cut Line, joint in asphalt
Private Fairway Ln. Remain (protect)
Do not use for access or equipment
Upland Dr
Westview Ave
Ansboro
Image capture: May 2021 © 2025 Google


2231 Fairway Ln
Waterloo, Iowa
Google Street View
May 2021 See more dates
Share
Remove
Remain
Cut Line, joint in asphalt
Private Fairway Ln. Remain (protect)
Do not use for access or equipment
Upland Dr
Westview Ave
Ansboro
Image capture: May 2021 © 2025 Google

310 Upland Dr



≈ 16,025 SF of area to no longer be removed

Midwest Demolition Contractors, Inc
319-845-3061

300 Hwy 151 E
PO Box 270
Walford, IA 52351
Phone: (319) 845-3061
Fax: (319) 845-3066

CHANGE ORDER REQUEST

Job #: D5041 COR #: 1 Start Date: 1/7/2026 Completion Date: N/A

Contractor: Midwest Demolition Contractors INC

Job Name: 310 Upland Drive Waterloo Iowa

Job Location: 310 Upland Drive Waterloo Iowa

Current Contract Amount:	$ 224,700.00
Amount of this change in scope:	$ 19,950.00
Amount of contract after change:	$ 244,650.00

DESCRIPTION

Additional layer on 6" concrete underneather the parking area.
Excavator Time $250.00 per hour
Trucking time $150.00 per hour

MATERIALS

QTY	ITEM	PRICE	AMOUNT
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL	$ -

LABOR

DATE	HRS	NAME	TRADE	RATE	AMOUNT
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
				TOTAL	$ -

EQUIPMENT

QTY	DESCRIPTION	PRICE	AMOUNT
	Additional EXT Time	$ 250.00	$ 7,500.00
	Additional Trucking time	$ 150.00	$ 12,450.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		TOTAL	$ 19,950.00

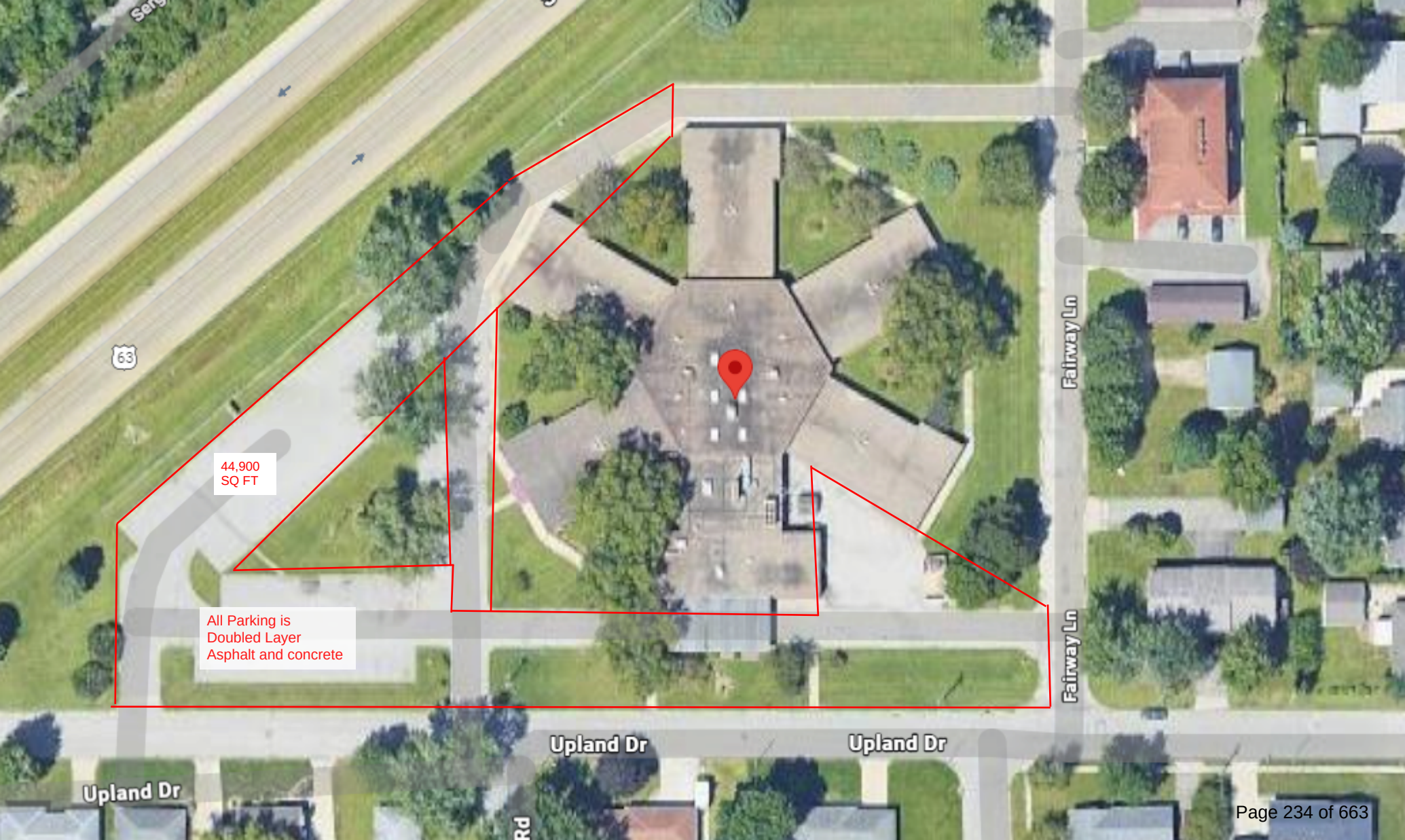
SUMMARY

LABOR TOTAL:	$ -
MATERIALS TOTAL:	$ -
EQUIPMENT TOTAL:	$ 19,950.00
TOTAL:	$ 19,950.00

Midwest Demolition Rep: Kyle Fisher

Contractor Rep Approval:

Date: 1/7/2026


44,900
SQ FT
All Parking is
Doubled Layer
Asphalt and concrete
Fairway Ln
Fairway Ln
Upland Dr
Upland Dr
Upland Dr
63

Docusign Envelope ID: 377E1D49-EFF1-47E3-BBBC-21846B7574E4

CONTRACT D-2025-08-01P
CONTRACT FOR DEMOLITION AND SITE CLEARANCE SERVICES

[No Regulated Asbestos Containing Materials (No RACM)] 310 Upland Dr (former Parkview care facility)

This Contract for Demolition and Site Clearance Services (no RACM) (the "Contract") is entered into as of October 6, 2025 by and between the City of Waterloo, Iowa ("City") and Midwest Demolition Contractors Inc. ("Contractor").

In consideration of the mutual promises exchanged herein, the parties agree as follows:

1. Term and Services. For the period of October 6, 2025 thru November 21, 2025, subject to extension upon the mutual written agreement of the parties, the Contractor agrees to furnish all supervision, technical personnel, labor, materials, tools, machinery, services, and perform and substantially complete all work within the time period stated in the specifications after receipt of Notice to Proceed with respect to a given property or set of properties. Work to be performed includes all work described in the Contract Documents (defined below).

Contractor shall provide the above services at the cost set forth in Contractor's RFB response, except by written amendment as provided herein. Contractor's request for payment for services authorized under this Contract shall be submitted in accordance with the Contract Documents and will be paid within forty-five (45) days after receipt of an original invoice and after such services are delivered and accepted and all necessary supporting documentation is submitted. Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for all work performed, for all permits, licenses, inspections, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work, in accordance with the specifications.

2. Contract Documents. The following documents (collectively, the "Contract Documents") are hereby incorporated by reference as though set forth herein in full:

a. Request for Bid
b. Addenda (Addenda No. 1 dated 8/21/25)
c. Response (Bid) from Contractor
d. Specifications for Demolition and Site Clearance
e. Addendum to Exhibit "B" Demolition Specifications

In the event of conflict between the provisions of the Contract Documents and this Contract, the provisions of this Contract shall prevail.

2.1 Contract Limits. Total actual expenses allowed by the project Contract, including any renewal extensions of the Contract, shall not exceed $**224,700** as provided in the Bid Tabulation that is part of Contractor's RFB Response referenced in Section 2.c above, except by written amendment as provided herein.

Docusign Envelope ID: 377E1D49-EFF1-47E3-BBBC-21846B7574E4

3. Approval; Timing of Work. Contractor shall not begin work on any demolition until after the contract has been approved by the city council and the Contractor has been issued a Notice to Proceed. The work shall commence within ten (10) days after the City has issued a Notice to Proceed unless otherwise agreed upon by both parties, and all work shall be completed and delivered within the term of the Contract (except required seeding). The Contractor shall be responsible for providing the City's Representative with a minimum of 24 hours advance notification prior to commencing demolition activity with respect to any property. The site shall be completely fenced, and secured when left unattended. If Contractor is prevented from timely completing the work because of circumstances beyond the Contractor's reasonable control as determined by the City, the time for completion of the work will be tolled for a period of time equivalent to the stoppage resulting from such circumstances. The Contractor does hereby expressly acknowledge and agree that time is of the essence of this Contract, and, thus, failure by the Contractor to timely render and perform services hereunder shall constitute a material breach of Contract. It is anticipated that the City will issue a Partial Notice to Proceed, to allow utility disconnect work and other work in preparation of demolition activities. Demolition of buildings at 310 Upland shall not commence until the City has issued Complete Notice to Proceed, which the City will not be able to issue until asbestos abatement clearance is provided by the asbestos abatement contractor.

4. Performance Bond. Contractor will be required to furnish bond in an amount equal to one hundred percent (100%) of the contract price and shall be issued by a responsible surety acceptable to the City. The bond shall guarantee the faithful performance of the contract and the terms and conditions therein contained, shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind arising out of the performance of this Contract.

5. Indemnity. Except as to any negligence of City, its officials, officers, directors, employees or agents, in the performance of any duty under this Contract, and to the extent not covered by insurance maintained by Contractor, Contractor agrees to defend and indemnify City, its officials, officers, directors, employees and agents, and to hold same harmless, from and against any and all claims, demands, causes of action, losses, costs, or liabilities whatsoever, including but not limited to reasonable attorneys' fees and expenses, arising from or in connection with the acts or omissions of Contractor in providing the services contemplated by this Contract. This will include but is not limited to actions or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operation under this Contract, whether by itself or by any subcontractor or anyone directly or indirectly employed by any of them. Contractor is not and shall not be deemed an agent or employee of the City.

6. Property Damage. Contractor shall be responsible for all damage to public or private property. Contractor shall have one responsible person at the job site at all times when demolition activities are undertaken. Contractor shall keep a report of all damage. If public or private property is damaged by Contractor and is not repaired in a timely manner as determined by City, City has the option of having the damage repaired at the Contractor's expense, to be reimbursed to the City or withheld from future payments to Contractor hereunder.

7. Default; Termination for Cause. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor (or for a period of fourteen (14) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within

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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

DocuSigned by:
By: Quentin Hart
D0525D78AAC8449...
Quentin Hart, Mayor

Signed by:
Attest: Kelley Felchle
FF60BC0FEBC64AB...
Kelly Felchle, City Clerk

MIDWEST DEMOLITION CONTRACTORS INC

Adam Roeder

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
City Clerk Department

MEETING DATE
March 2, 2026

AGENDA ITEM TITLE
Motion to approve Application for Fireworks Display: Waterloo Bucks Ball Club, June 6 and 13, July 3, 4, 24, and 31, August 1, and 6, 2026, Riverfront Stadium, between 9:30 and 10:00 p.m.

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. FLASHING THUNDER FIREWORKS

City of Waterloo, Iowa
Application for Fireworks Display

Applicants Name: Flashing Thunder Fireworks

Address: 700 E Van Buren, Mitchell, IA 50461

Phone No. 641-732-558

Name of Special Event: Waterloo Bucks Home Games

Location of Special Event: Riverfront Stadium, 850 Park Road

Dates(s) of Display: June 6, 13, July 3, 4, 24, 31, August 1, 6, 2026

Alternate Date(s): _____

Approximate Beginning Time & Length of Display: Between 9:30 & 10:00 pm Aprox: 10 min

Pyrotechnics Name: Flashing Thunder Fireworks

Address: 700 E Van Buren St. Mitchell, IA 50461

Phone No.: 641-732-5558

Is sponsoring Organization a non-profit 501(c)3?: Yes _____ No x

Fees for Organizations other than 501(c)3:

Event	Fee	Paid
Each New Fireworks Location	$150.00	_____
Repeat Locations Previously Approved:		
Display Cost		
$1.00 to $1,000.00	$ 25.00	_____
$1,001.00 to $5,000.00	$ 50.00	50
greater than $5,000.00	$100.00	_____
Multiple Showing/Displays:		
Each Additional Showing	$ 50.00	350
Total Fee Paid		400

Katie Mattke 2/16/26

Applicant's Signature Date

Certificate of Insurance in the amount of $2,000,000.00 Yes x

Approval of insurance prior to Council Meeting

M R M Even for Kelly Felchle 02/20/26

City Clerk Date

For Office Use Only

Bill Beck 02/20/26

Fire Chief Date

Brock Weaver 02/20/26

Fire Inspector Date

Council Approval Date: 03/02/2026 Receipt No.: 2026-00007345

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Motion to approve the appointment of **Sue Card** from the current Civil Service List to the position of Program Support Specialist in the Community Development department, effective March 3, 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. PROGRAM_SUPPORT_SPECIALIST_11.2025
2. PROGRAM SUPPORT SPECIALIST (exp 2.26)

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

Docusign Envelope ID: E47708A7-4A09-4F38-93A4-31AD311BFFC0

PERSONNEL REQUISITION FORM

Check as applicable: X | To start recruiting or civil service process and/or **X** 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: Program Support ~~Secretary~~ Specialist Department: Community Development

Reports To: Rudy D. Jones, Director Work Location: 620 Mulberry Street

Employment Status:
X 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: X Yes No
Bargaining Position: ☐ Yes **X** No
Bargaining Group: _____
Non-bargaining Position: X Yes ☐ No

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

****

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

☐ New Position or **X** Replacement Position for: Stacey Wright, Administrative Secretary

(Specify name and title of former incumbent)

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

Date incumbent terminated employment: **10/31/2025** Date of final payout: 11/26/25

Anticipated start date: ASAP No. of hours/week: **40** Work schedule: **8-5**

Justification of need for position: **To maintain workload performed by the Administrative Secretary**

What are the likely consequences if the position is not filled? **Backlog of work and unable to utilize federal funds.**

APPROVALS

Annual salary requirements: $49,004.80-$67,849.60 Hourly Rate: $23.56-$32.62 Benefits: $93,259.27
(Payroll taxes, pension, health ins.- assuming family)

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

Approved subject to the following conditions: _____

Signed by: Rudy Jones 7C4E5A35F180478... 11/7/2025
Submitting Department Head Date

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

Signed by: Bridgett Wood D8BE184FDA5F49F... 11/13/2025
Chief Financial Officer Date

Signed by: LANCE DUNN 7CCE7B7B4358427... 11/13/2025
Human Resources Director Date

Signed by: Ray Fenss 77F51EDB4C5641F... 11/13/2025
Human Resources Committee Chairperson Date

Created 6/30/2017

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

Docusign Envelope ID: E47708A7-4A09-4F38-93A4-31AD311BFFC0

PERSONNEL REQUISITION

The following questions are provided as guidelines to assist you in developing your rational for the position of Program Support Specialist in the Community Development 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?

    a. Performs the completion of completing client applications and manage database, processing eligibility determination, assist in answering incoming phone calls and provide program information of various services, maintain overall departmental schedule of various timelines, programs/projects/administrative activities.
    b. Performs all other related duties as assigned.

2. Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? No, because all current staff are operating at capacity or more and this position requires its own designated person to perform the necessary tasks to keep our department performing the day-to-day duties.

3. How is the work of this position being accomplished now? Some of the lesser duties like answering the phone and reporting tasks, such as board meeting agendas, etc. are being shared by all, but this is unstainable over an extended period. Some of the more detailed responsibilities are delayed in processing, such as processing new applications and eligibility determinations.

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)? The department has benchmarks to meet to continue to receive funds and this position performs the essential tasks of intake process and other major communication duties of eligibility determination, which keep us able to serve our clients. It also serves as a mandatory role in carrying out the functions of our Healthy Home Production Grant and all other CDBG/HOME activities.

6. What cost savings or revenues, if any, would your department or the City realize if this position is filled? No cost savings. However, it would help us maintain our Healthy Home Production Grant.

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? Not applicable.

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Docusign Envelope ID: E47708A7-4A09-4F38-93A4-31AD311BFFC0

8. How has the workload or demands of your department changed in comparison to your staffing levels over the past three fiscal years? Provide statistics if possible. Our funding sources change on a regular basis. Our department is already down 2 people. With the change in the federal government administration and their funding priorities, we are seeing a reduction of funding and program priorities. The transition is further hindered due to the current federal shutdown which has the need to address future funding as part of the proposed continuing resolution. It's believed that we will possibly still be funded but at lower levels and redirecting some of the priorities of housing-related services.

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 the position would adversely affect our ability to process clients and fulfill the overall essential functions of a lot of the administrative program needs. This position is needed to carry out the obligations of all our federal grant funds.

10. How do you cover the responsibilities for this position whenever the incumbent is out on vacation? Some of the minor tasks will be covered by remaining staff where possible and some of the more critical responsibilities will be delayed until the specialist returns 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? No, this position requires specialized training and HUD approved access to their systems.

12. How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you? All our positions are key in performing our objectives and any missing role not being performed will adversely impact the overall performance of our department. This position carries out the project requirements for federal funds.

13. How does this position impact the Goals and Objectives for the City adopted by the City Council? Without this position being filled, we will not be able to access federal funds to perform programs and provide services as stated in the goals and objectives regarding housing and neighborhood redevelopment initiatives.

Note: Forward completed questionnaire to Human Resources Department with original copy of Personnel Requisition form & updated job description,

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

CITY OF WATERLOO IOWA
Community of Opportunity

CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION

PROGRAM SUPPORT SPECIALIST

DEPARTMENT	**COMMUNITY DEVELOPMENT**
SALARY	**$23.56-$32.62**
FLSA	**NON-EXEMPT**
CIVIL SERVICE	**INCLUDED**
BARGAINING UNIT	**NON-BARGAINING**

GENERAL STATEMENT OF DUTIES

Professional administrative position under the general direction of the Community Development Director, involving the performance of varied and complex professional, secretarial, and project related tasks requiring the use of independent judgement, and exercising a high level of discretion in dealing with confidential matters. Work is performed with limited supervision.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

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

1. Proficient in utilizing a variety of Microsoft Office programs, or the applicable software. Uses a computer to prepare legal documents, contracts, letters, memos, agendas, minutes, reports and forms, from rough draft and composes documents for review, as supervisor.
2. Prepare weekly payment vouchers for invoices from the contractors, sub-recipients, and other Community Development vendors.
3. Prepares bi-weekly payroll on applicable software and maintains individual benefit records for the department.
4. Prepares and compiles monthly agenda packets for the Community Development Board and assists in taking and transcribing minutes for each meeting.
5. Review, sort, and distribute office mail. Answer incoming phone calls and responds to inquiries for information, providing information based on knowledge of Community Development policies, regulations and procedures or directs inquiry to appropriate person.
6. Assists with file and loan document preparation for the Down Payment Assistance Program, coordinating details electronically with the lender, realtor, and client for each loan closing.
7. Prepares, records, files and monitors loan subordinations, mortgages, and releases for Community Development Program.
8. Prepares and submits all Council Agenda items and requests. Prepares and submits publications for the department.

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9. Maintain petty cash accounts for the department.
10. Designated as an authorized IDIS and LOCCS used for approving drawdowns in the reporting systems.
11. Maintains office filing systems and assists in collecting data for reports and applications.
12. Assists applicants with the application process, performs initial data entry on applicants, updates and maintains electronic and paper applicant files including making appropriate entries into the applicant database or other databases. Determines applicant income eligibility.
13. Communicate with and maintains effective working relationships with supervisors, coworkers, elected officials, other City department administrative and clerical staff, contractors, and public.
14. Makes decisions and performs duties in accordance with Community Development, City, HUD, and OSHA policies and procedures and safety practices.
15. Works independently and with others with minimal supervision under strict time constraints.
16. Performs all other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS, AND ABILITIES

1. Thorough knowledge of secretarial functions, terminology, office procedures, and equipment.
2. Ability to maintain confidentiality regarding personnel and sensitive information.
3. Thorough knowledge of and ability to use Microsoft Office Programs: Word, Excel, Publisher and learn other specialized software applications appropriate to assigned duties and responsibilities; ability to enter and retrieve information and update records on a computer.
4. Ability to speak clearly and distinctly, write legibly, prioritize work, produce a quality product within struct timelines and handle multiple tasks.
5. Ability to answer questions and provide information to the public and other City staff in person, by telephone or by email in a clear, concise and easily understandable manner.
6. Ability to interpret and exercise independent judgment and make decisions based on Community Development and City policies and applicable government regulations.
7. Ability to work with people from a broad variety of social, economic, racial, ethnic, and educational backgrounds.
8. Ability to work with frequent deadlines with attention to detail and complete tasks and documentation in a timely manner.

ACCEPTABLE EXPERIENCE & TRAINING

1. Associate's degree in Business Administration, Office Management, or Community Development related field with minimum two years' experience or administrative secretary in an office setting.
   OR
   Any equivalent combination of experience and training that provides the knowledge, skills, and abilities necessary to perform the essential functions of the position.
2. Previous experience working in a city government office is preferrable.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient clarity of speech and hearing that permits the employee to communicate effectively with supervisors, other employees, and the public in person or by telephone.

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2. Sufficient vision and manual dexterity permitting the employee to operate a computer and other standard office equipment, handle files and other papers, perform customer service duties and other secretarial responsibilities.
3. Sufficient personal mobility permits the employee to move from one work area or City Hall location to another.
4. Sufficient mobility that allows employee to perform seated work 90% of the time and walking/standing work 10% of the time.

MISCELLANEOUS

1. The City of Waterloo will conduct a background check investigation, including employment and criminal history checks on any applicant being considered for this position.
2. Required to submit to and successfully pass one or more interviews.

WORK SCHEDULE

Generally 8:00-5:00 Monday through Friday, with a one hour unpaid lunch break. Limited overtime. May be required to occasionally attend evening meetings.

PROGRAM SUPPORT SPECIALIST 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

February 4, 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 Program Support Specialist for the City of Waterloo, Community Development department. This list shall be used to fill any vacancy in the Program Support Specialist classification from February 4, 2026 – February 4, 2027.

CERTIFIED LIST

Erica James
Sue (Monica) Card
Jackie Sisk

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
Human Resources Department

MEETING DATE
March 2, 2026

AGENDA ITEM TITLE
Motion to approve the appointment of **Samuel Hansen** from the current Civil Service List to the position of Golf Maintenance II in Leisure Services, effective March 9, 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 (exp 1.27)
2. GOLF_MAINTENANCE_II_12.2025[1]

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.

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
7CDE7D7B4358427... — 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

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.

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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,

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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.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Communication from the Fire Department on the notice of the conclusion of employment of Dwight Paul, Paramedic, effective February 3, 2026, with recommendation of approval of payout of $5,510.18 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

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LEGAL DESCRIPTION

ATTACHMENTS

1. PAUL PAYOUT 3.2.2026

CITY OF WATERLOO IOWA

Today's Date: 2/5/2026
Effective Date: 2/3/2026
Employment Date: 10/12/2015

To: *City Council Members*
Re: *Notice of Severance*

Department *Waterloo Fire Rescue*
Job Title/Classification *5 Year Paramedic*

This is to report that the employment of *Dwight Paul*
with the City of Waterloo has been severed by reason of:

- ☐ Retired
  - Disability Related ☐ No ☐ Yes
- ☑ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Accrued	15.65	$ 31.80		$ 497.67
Vacation-Current	144.00	$ 31.80		$ 4,579.38
Sick Bank Calculation	0.00	$ 31.80		$ -
Casual Hours	2.00	$ 31.80		$ 63.60
Comp Time Pay	3.62	$ 31.80		$ 115.12
Fire Holiday	8.00	$ 31.80		$ 254.41
Other Adjustments		$ 31.80		$ -
			Total Payment	***$ 5,510.18***

Comments:

Approved by _____ Date 2/16/26

Human Resources Nicole Fischels Date 02/10/2026

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)

Council Agenda Date: 3/2/2026 KMW ☐ Accruals ☐ Status ☐ 9

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Communication from the Fire Department on the notice of the conclusion of employment of James Kieler, Firefighter, effective February 3, 2026, with recommendation of approval of payout of $2,537.32 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

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ATTACHMENTS

1. KIELER PAYOUT 3.2.2026

CITY OF WATERLOO IOWA

Today's Date: 2/5/2026
Effective Date: 2/3/2026
Employment Date: 9/30/1996

To: *City Council Members*
Re: *Notice of Severance*

Department *Waterloo Fire Rescue*
Job Title/Classification *10 Year Firefighter*

This is to report that the employment of *James Kieler*
with the City of Waterloo has been severed by reason of:

- ☑ Retired
  - Disability Related ☐ No ☐ Yes
- ☐ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Accrued	26.04	$ 30.19		$ 786.16
Vacation-Current	0.00	$ 30.19		$ -
Sick Bank Calculation	0.00	$ 30.19		$ -
Casual Hours	2.00	$ 30.19		$ 60.38
Comp Time Pay	0.00	$ 30.19		$ -
Fire Holiday	56.00	$ 30.19		$ 1,690.78
Other Adjustments		$ 30.19		$ -
			Total Payment	$ 2,537.32

Comments:

Approved by _____ Date 2/10/26

Human Resources Nicole Fischels Date 02/10/2026

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)

Council Agenda Date: 3/2/2026 KMW ☐ Accruals ☐ Status ☐ 9

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Communication from the Leisure Services Department on the notice of the conclusion of employment of Lawrence Harms, Park Maintenance II Crew Leader, effective February 13, 2026, with recommendation of approval of payout of $1,563.33 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

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ATTACHMENTS

1. HARMS PAYOUT 3.2.2026

CITY OF WATERLOO IOWA
Community of Opportunity

City Council Notice of Employment Severance

Today's Date: 2/13/2026 **Department:** Leisure Services

Effective Date: 2/13/2026 **Job Classification:** Park Maintenance

Employment Date: 6/16/1997 **Employee Name:** Lawrence Harms

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	24	$ 31.97		$ 767.28
Vacation-Current	0	$ -		$ -
Usable Sick Leave	24	$ 31.97	25%	$ 191.82
Casual Hours	14.62	$ 31.97		$ 467.40
Comp Time Pay	4.28	$ 31.97		$ 136.83
Unscheduled Leave	0	$ -		$ -
Other Pay	0	$ -		$ -
		Total Payment		**$ 1,563.33**

Comments _____

Approved by _____ **Date** 2/16/26

Nikki Fischels

Human Resources _____ **Date** 02-16-2026

Council Agenda Date: 3/2/2026 KMW

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Communication from the Leisure Services Department on the notice of the conclusion of employment of Peter Steuben, Golf Maintenance II, effective February 2, 2026, with recommendation of approval of payout of $7,285.22 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

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LEGAL DESCRIPTION

ATTACHMENTS

1. STEUBEN PAYOUT 3.2.2026

CITY OF WATERLOO IOWA
Community of Opportunity

City Council Notice of Employment Severance

Today's Date: 2/4/2026 **Department:** Leisure Services

Effective Date: 2/2/2026 **Job Classification:** Golf Maintenance

Employment Date: 11/21/2017 **Employee Name:** Peter Steuben

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	11.2	$ 34.26		$ 383.71
Vacation-Current	100	$ 34.26		$ 3,426.00
Usable Sick Leave	37.3	$ 34.26	25%	$ 319.47
Casual Hours	49.25	$ 34.26		$ 1,687.31
Comp Time Pay	42.87	$ 34.26		$ 1,468.73
Unscheduled Leave	0	$ 34.26		$ -
Other Pay	0	$ 34.26		$ -
		Total Payment		**$ 7,285.22**

Comments _____

Approved by _____ **Date** 2/4/26

Human Resources Nikki Fischels **Date:** 02/04/2026

Council Agenda Date: 3/2/2026 KMW

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Finance Department

MEETING DATE
March 2, 2026

AGENDA ITEM TITLE
Motion to receive and file Grout Museum funding reports of January 2026.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

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ATTACHMENTS
1. Contract Support City of Waterloo January 2026

Summary of Grout Museum Contracted Support through City of Waterloo

2/6/2026 **Fiscal Year 2026 Budget**

Operation Expenses:	Month of Jan-26	YTD 7/1/25 - 1/31/2026	FY 26 Support Budget
Wages & Employee Benefits	$ 26,169.27	$ 155,436.11	$ 300,148.00
Charge card fees (MC/VISA)	$ 40.62	$ 2,227.21	$ 3,800.00
Exhibit building and repairs	$ 1,190.13	$ 7,086.46	$ 17,055.00
Publications and Dues	$ 1,025.00	$ 3,396.00	$ 4,245.00
Travel	$ 270.20	$ 1,787.57	$ 3,000.00
Office Supplies	$ (278.31)	$ 1,837.81	$ 3,000.00
Legal and Accounting Fees	$ 5,676.28	$ 18,558.28	$ 27,330.00
Grout Insurance	$ 4,361.57	$ 40,904.21	$ 48,850.00
Utilities - Gas, Electric, Phone	$ 6,936.69	$ 73,589.87	$ 130,000.00
Postage - mailings and meter	$ 526.17	$ 1,800.15	$ 3,340.00
Building Maintenance	$ 1,249.08	$ 16,599.80	$ 20,000.00
Janitorial and Kitchen supplies	$ 1,601.57	$ 4,967.11	$ 8,000.00
Grounds	$ -	$ 5,000.00	$ 5,000.00
Misc. Expenses	$ (566.00)	$ 115.98	$ 2,500.00
Equipment repairs & Computer Maintenance	$ 1,642.71	$ 11,062.30	$ 13,160.00
Service Contracts - Building and Machines	$ 2,238.02	$ 20,212.14	$ 35,572.00
Total Operating Expense	$ 52,083.00	$ 364,581.00	$ 625,000.00

**These documents are unaudited and intended for Board Reporting purposes only.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Leisure Services Department

MEETING DATE
March 2, 2026

AGENDA ITEM TITLE
Motion to receive and file Leisure Services Commission Board minutes of January 13, 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. Board Minutes 01-13-2026

MINUTES
WATERLOO LEISURE SERVICES COMMISSION
TUESDAY, January 13, 2026
300 Jefferson Street

The meeting was held in the Cedar Valley SportsPlex Multipurpose Room at 300 Jefferson Street. The meeting was called to order at 7:30am.

Present: Council Liaison Steve Simon, Council Liaison Hector Salamanca Arrroyo, Ellen Vanderloo, Jeremy Kruth, Tom Powers, Jessica Rucker, Tim Moses Staff: JB Bolger, Todd Derifield, Chris Dolan, Bob Etringer
Absent: Robert Welch, Allison Richter, Travis Nichols

Ellen Vanderloo called for approval of the agenda. Tom Powers motioned to approve the agenda, second by Jessica Rucker. Ayes: All Nays: None

Ellen Vanderloo called for motion for the approval of October 14, 2025 meeting minutes. Tom Powers motioned to approve the meeting minutes, second by Jessica Rucker. Ayes: All Nays: None

REVIEW OF BILLS
Ellen Vanderloo called for approval of the bills. Questions were answered. Motion by Tom Powers to approve October 2025 and November 2025 bills, December 2025 bills, Jeremy Kruth made a second. Ayes: All Nays: None

BIRD FRIENDLY IOWA DESIGNATION
Waterloo was the first community in Iowa to be recognized as Bird Friendly in 2017. In order to become Bird Friendly Iowa certified a city must meet a designated amount of the criteria set by the organization. Examples of the criteria that Waterloo has completed include the development of new bird habitat at Tibbitts Park Prairie, storm water managements systems, and educational opportunities for the public, which an example can be found at the Greenbelt Lake. Jesscia Rucker made a motion to approve of maintaining the Bird Friendly Iowa and Highflyer designations by working towards completing the designated amount of criteria mentioned above and was seconded by Tom Powers.

STAFF UPDATES

Sports and SportsPlex – Bob Etringer
Membership numbers continue to rise. Basketball, soccer, softball, and gymnastic tournaments have been taking place over the weekends and will continue for the next several months. Registration for sports will begin February 2nd.

Construction, Projects – Travis Nichols
The crew continues to do the winter garbage routes, park inspections and maintenance from those inspections. The crew installed an access door from the concourse of Young Arena onto the roof above the Waterloo Blackhawks office space. Originally staff would need to use an extension ladder to service HVAC units on the roof top. The crew also did repairs to broken closers on two entrance doors. The Crew assisted other Leisure staff with snow removal. They installed eight interpretive signage panels around Greenbelt Lake as the final part of the Phase II Reap Grant. Currently they are working on drywall repairs at the Sportsplex. Gates Park and Byrnes Aquatic Center are still in

the punch list phase. Due to weather, those projects are at a standstill. We are currently working on Community Development Block Grants for Sullivan Park(swing set), Furgerson Fields(asphalt overlay of basketball courts), Elks Park(shelter), and Tibbitts Park(playground). We have applied for two new CDBG's at Springview Park(asphalt overlay on B-ball court and tennis courts) and Lafayette Park(asphalt overlay on courts and installation of mini-pitch soccer court on current tennis court). We are currently out to bid on the resurfacing of the 16 courts located at Byrnes Tennis Center. Part of the bid package is an alternate to add blended pickleball lines to courts 1-6 if pricing comes in favorable.

Golf and Downtown Area – JB Bolger
New South Hills Maintenance Building is close to completion. The guys have started to move items into the building and installed work benches. Downtown Maintenance II interviews took place, and a candidate will be chosen from that list. Interviews coming up will be for both the Golf Maintenance II position as well as a Park Maintenance position.

Forestry – Logan Cinnamon
Crews have been working hard to get the backlog of last year's work completed. Priority trim work is done, and they are currently working on winter oak trims. We still have two crew members on light duty, but with the help from our mowing crew members we are able to continue working at a reasonable pace. The Tree City USA certification and Mid-American Energy Trees Please! grant were both submitted at the end of December. The Young Family Foundation grant was generously given in late December for our Plant Waterloo community tree planting program. Jacob submitted the bid requests on January 6th and the deadline for bids is January 20th. We will have the tree order forms available publicly sometime in February. Currently we are working on the Bird Friendly Iowa certification and the IDNR Inflation Reduction Act Urban Forestry Development grant. The IDNR Urban Forestry grant is an amazing opportunity for funding, and our proposal is to use the grant to update our city tree inventory via a private contractor. This is still in the beginning phases and is due March 17th of 2026.

Young Arena – Chris Dolan
Young Arena December attendance, Black Hawk games (4) 9,413, Battle of Waterloo Wrestling 6,080, Contracted users 3,500, Public skating 2,623, Walkers 1,700. The Audio project is scheduled for completion prior to March 1,2026. USA Hockey has scheduled a select camp to be held at Young Arena April 3-4-2026. The Waterloo Black Hawks will have team camps at Young Arena June 12-17.

Todd Derifield
We will have a job opening for Assistant manager at the Young Arena, due to current staff retiring. This week we had orientation with new council members, we also held a meeting to discuss the challenges Gates Splash Pad has faced. The mayor, members of the police department, school staff, council members, and Leisure Staff attended this meeting to come up with solutions for these issues. Last year temp agency staff were hired to maintain and watch over the splash pad and playground areas. But due to the issues like vandalism, fighting, use of drugs, and breaking park rules this staff was not the right fit.

The next regular Leisure Services Commission Meeting will be held Tuesday, February 10, 2026

Tim Moses made a motion to adjourn the meeting, second by Jeremy Kruth. Ellen Vanderloo adjourned the meeting at 8:40.

Jessica Rucker, Secretary

Jessica Rucker

2/10/2026

Date

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Steven Kjergaard, Director of Aviation
Airport Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Motion to receive and file Airport Board minutes of January 21, 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 January 21, 2026 Airport Board Meeting

MINUTES

WATERLOO REGIONAL AIRPORT BOARD

Wednesday, January 21, 2026

I. ROLL CALL

Chair, David Deeds, called the meeting to order at 12:00 p.m.

Board Members Present:	David Deeds, Arlene Humble, Chris Bering, Scott Voigt, Gwenne Berry (Teams), Scott Cook and Katy Susong
City Officials Present:	Steve Simon and Hector Salamanca, Council Liaisons
Airport Staff Present:	Steven Kjergaard, Sheila Combs
Additional Attendees:	Michelle Sweeney, AECOM; Keith Kaspari, District Representative from Congresswoman Hinson's Office; Justin Jensen, Senator Ernst's Office, Martin Hoel, AOPA, Tom Schauer, Mead & Hunt (Teams), Tim Andera, Planning (Teams)

II. AGENDA AS RECEIVED OR AMENDED

Moved by Mr. Cook, seconded by Mrs. Humble, to approve the agenda as received. Ayes: 6. Motion carried.

III. PUBLIC COMMENTS

Martin Hoel stated that the ILS (Instrument Landing System) on Runway 12 is still down and has been for six months. Mr. Cook stated that this also affects flight training done by Livingston, as pilots need proficiency using ILS to be fully certified.

Note: After the meeting Mr. Kjergaard spoke with FAA support personnel who stated that over the past few months they've had to replace components of the ILS piece-by-piece and are now waiting for Flight Services to schedule a flyover inspection before it can be turned back on for everyday use.

IV. REPORTS

A. Airport Director's Written Summary

Mr. Kjergaard stated that the airfield closure, to allow for reconstruction of the runway intersection, will be scheduled for this fall and is expected to require a 10-day closure, if everything goes well and the weather doesn't cause construction delays. Board members expressed concern over whether this can be scheduled and announced soon, to prevent passengers having to be rebooked in/out of Cedar Rapids. Michelle Sweeney talked about the schedule for bidding the project and that closure dates cannot be scheduled until the bid is

awarded to allow for discussions with the contractor. She stated they are working toward a late February announcement of the scheduled closure. Notice will then be provided to American Airlines and FAA. Additionally, they are planning to hold meetings with local pilots to inform them of closure plans. Discussion followed on best ways to disseminate this information to the traveling public.

Mr. Kjergaard stated that Runway 18/36 work will most likely be scheduled for spring of 2027. A Go Letter has also been received from FAA for the lighting control system project, which was prioritized by FAA, due to problems finding parts for the old system. AECOM is working on the design of this project.

Mr. Kjergaard stated that he has a conflict with the February 18th meeting. After discussing alternative dates, it was decided to move the meeting up to 8:00 a.m. that day, rather than changing the date. Also, several Board members mentioned scheduled vacations in March, so the decision was made to cancel the March meeting.

B. Miscellaneous Airport Reports

Mr. Cook asked about the year-over-year discrepancy in Rent and Lease revenues. Mrs. Combs explained that this was due to timing on receipt of the farm rent check.

V. BOARD APPROVAL

A. Approval of Minutes of December 17, 2025 Meeting

Mrs. Susong moved approval of the minutes of the December 17, 2025 meeting, seconded by Mrs. Humble. Ayes: 6. Motion carried.

B. Motion to Receive and File December 2025 Expenses

Mr. Cook moved that the December 2025 expenses be received and filed, seconded by Mrs. Susong. Ayes: 6. Motion carried.

VI. OLD BUSINESS

A. Miehe Agreement for Additional Rental Car Providers

Board reviewed the agreement. Mrs. Susong moved to recommend moving forward with the agreement, seconded by Mrs. Humble. Ayes: 6. Motion carried.

B. Billboard Marketing Campaign

Board reviewed details of proposed billboard campaign, including locations. Mrs. Berry moved to recommend moving forward with the campaign as presented, seconded by Mr. Cook. Ayes: 6. Motion carried.

C. Update on Radio Campaign

No update available.

D. Rates and Charges Discussion

Board reviewed spreadsheet listing information received from participating airports. Will discuss further at the next meeting.

E. Goals Discussion

Tabled.

VII. NEW BUSINESS

A. Discussion/Preview of SkyWest Visit

Officials from SkyWest will be here on January 23rd. Mr. Kjergaard stated that our main ask will be to work toward a third daily flight, this one to/from DFW. This would require a minimum revenue guarantee (MRG) and community involvement/commitments.

VIII. STAFF AND BOARD MEMBER COMMENT

None.

IX. ADJOURNMENT

Mrs. Berry moved the meeting be adjourned at 1:27 p.m., seconded by Mrs. Humble. Ayes: 6. Motion carried.

Respectfully submitted,

Gwenne Berry

David Deeds, Chairperson

Gwenne Berry, Vice Chair

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
City Clerk Department

MEETING DATE
March 2, 2026

AGENDA ITEM TITLE

Liquor Licenses

Buzz's Bar, 1016 Maynard Avenue, Classd C w/Sunday Sales (Renewal) 03/14/2027.
Jim Lind Service, 230 E. Ridgeway Avenue, Class C w/Sunday Sales (Renewal) 04/07/2027.
Jim's Food, 437 Sullivan Avenue, Class E w/Sunday Sales (Renewal) 04/14/2027.
El Patron Family Mixican Restaurant, 301 E. 4th Street, Class C w/Outdoor Service and Sunday Sales (Renewal) 02/28/2027.
Maynard Mule, 1016 Maynard Avenue, Classd C w/Sunday Sales (New) 03/14/2027.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT
Engineering Department

MEETING DATE
March 2, 2026

AGENDA ITEM TITLE
Bonds.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS
1. ROW BONDS 2.16.2026
2. BONDS FOR COUNCIL APPROVAL_3.2.2026

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

RIGHT OF WAY BONDS
FOR
COUNCIL APPROVAL
March 2, 2026

66468555	RC UTLITIES LLC	CHAMPAIGN, IL

RIGHT OF WAY CONSTRUCTION BOND

No. 66468555

Applicant's Telephone Number: (347)922-2051

KNOW ALL MEN BY THESE PRESENTS:

That (I), (We), RC UTILITIES LLC,

of 1701 HEDGE RD (Street), CHAMPAIGN (City), Illinois (State),

as Principal, and Auto-Owners (Mutual) Insurance Company of

6101 Anacapri Blvd, Lansing, MI 48917-3968,

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 RC UTILITIES LLC of 1701 HEDGE RD, CHAMPAIGN Illinois 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 February 18th, 20 26, through April 30, 20 27.

Witness our hands this 18th day of February, 20 26.

RC UTILITIES LLC
PRINCIPAL

By: [signature]

Printed Name: Ricardo Marin

Please mail or email to:

City of Waterloo, Iowa
Engineering Department
715 Mulberry Street
Waterloo, IA 50703

city.engineer@waterloo-ia.org

Auto-Owners (Mutual) Insurance Company
SURETY

By: Niki Conway
Attorney-in-fact Niki Conway

AUTO-OWNERS INSURANCE CORPORATE SEAL LANSING, MICHIGAN

Updated 2-28-2023

PLEASE COMPLETE CHECKLIST ON REVERSE SIDE BEFORE SUBMITTING BOND.

DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS (MUTUAL) INSURANCE COMPANY

LANSING, MICHIGAN

POWER OF ATTORNEY

NO. 66468555

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS (MUTUAL) INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 22nd day of December, 2023.

Brandi Holly

Brandi Holly — Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 22nd day of December, 2023, before me personally came Brandi Holly, to me known, who being duly sworn, did depose and say that they are Brandi Holly, Senior Vice President of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

JEFFREY P MANY NOTARY PUBLIC COUNTY OF INGHAM My Commission Expires January 26th, 2029 Acting in the County of STATE OF MICHIGAN

My commission expires January 26th, 2029.

Jeffrey P. Many

Jeffrey P. Many
Notary Public

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS (MUTUAL) INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 18th day of February, 2026.

AUTO-OWNERS INSURANCE CORPORATE SEAL LANSING, MICHIGAN

William F Woodbury

William F. Woodbury, First Vice President, Secretary and General Counsel

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

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.

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 prior to conveyance to Habitat. Habitat will receive a $7,500.00 infill housing grant for the construction of a new single-family home on the vacant lot (site is in Church Row Neighborhood, a targeted neighborhood per the infill housing policy).

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
3. SitePlan_718 W 2nd

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.

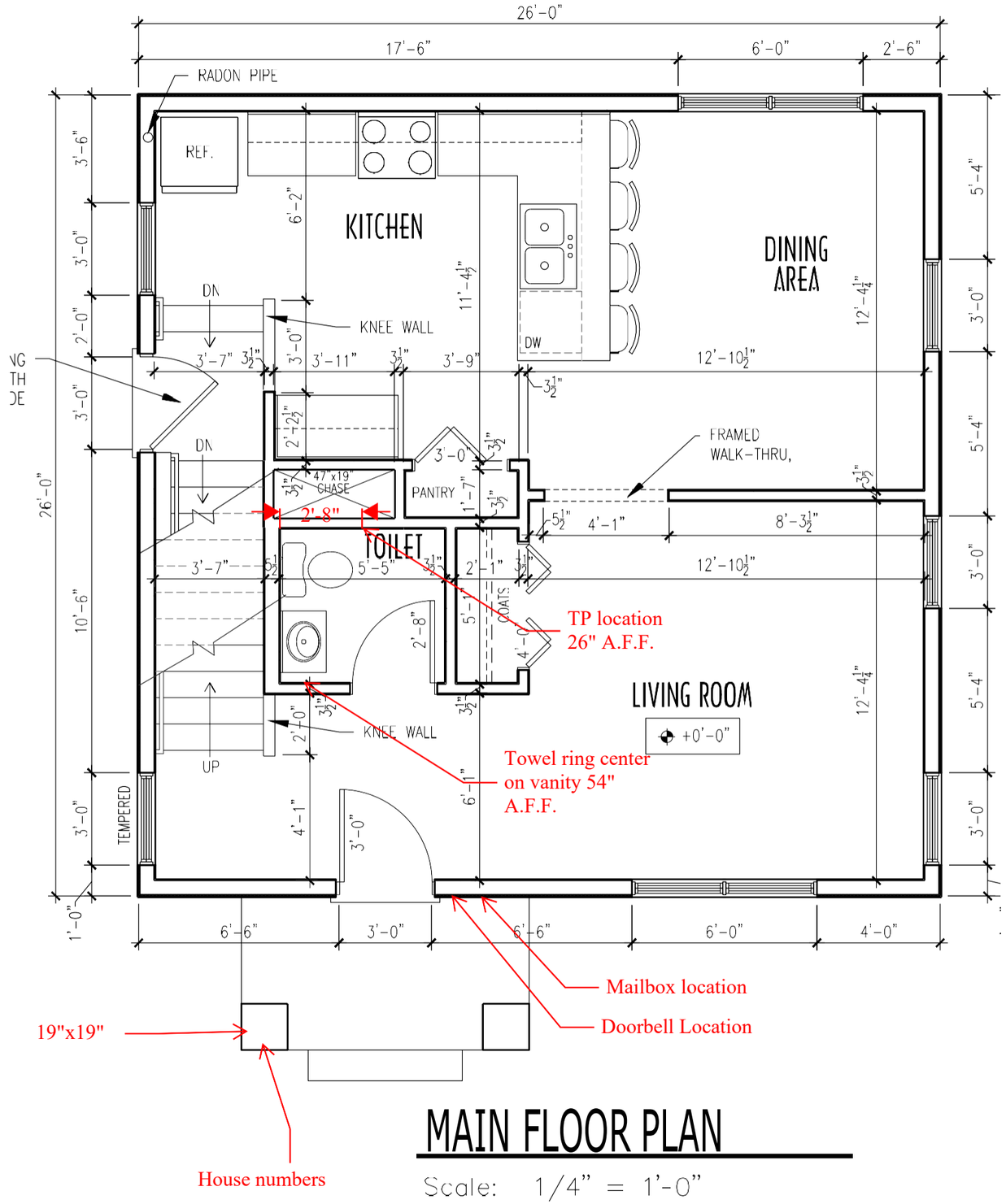
Exhibit “B”

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



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

A2.0

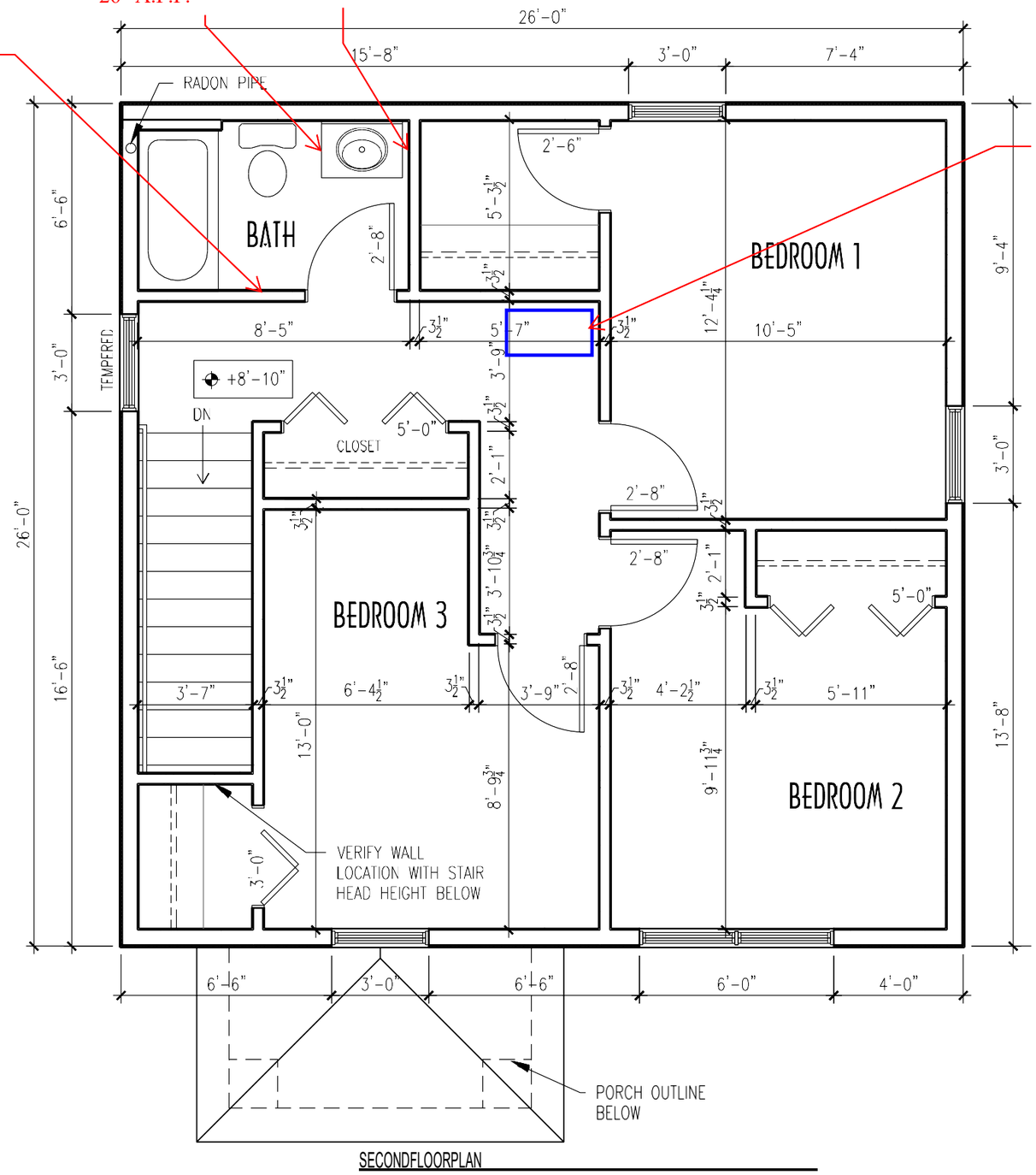
Date:
February 2020

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"

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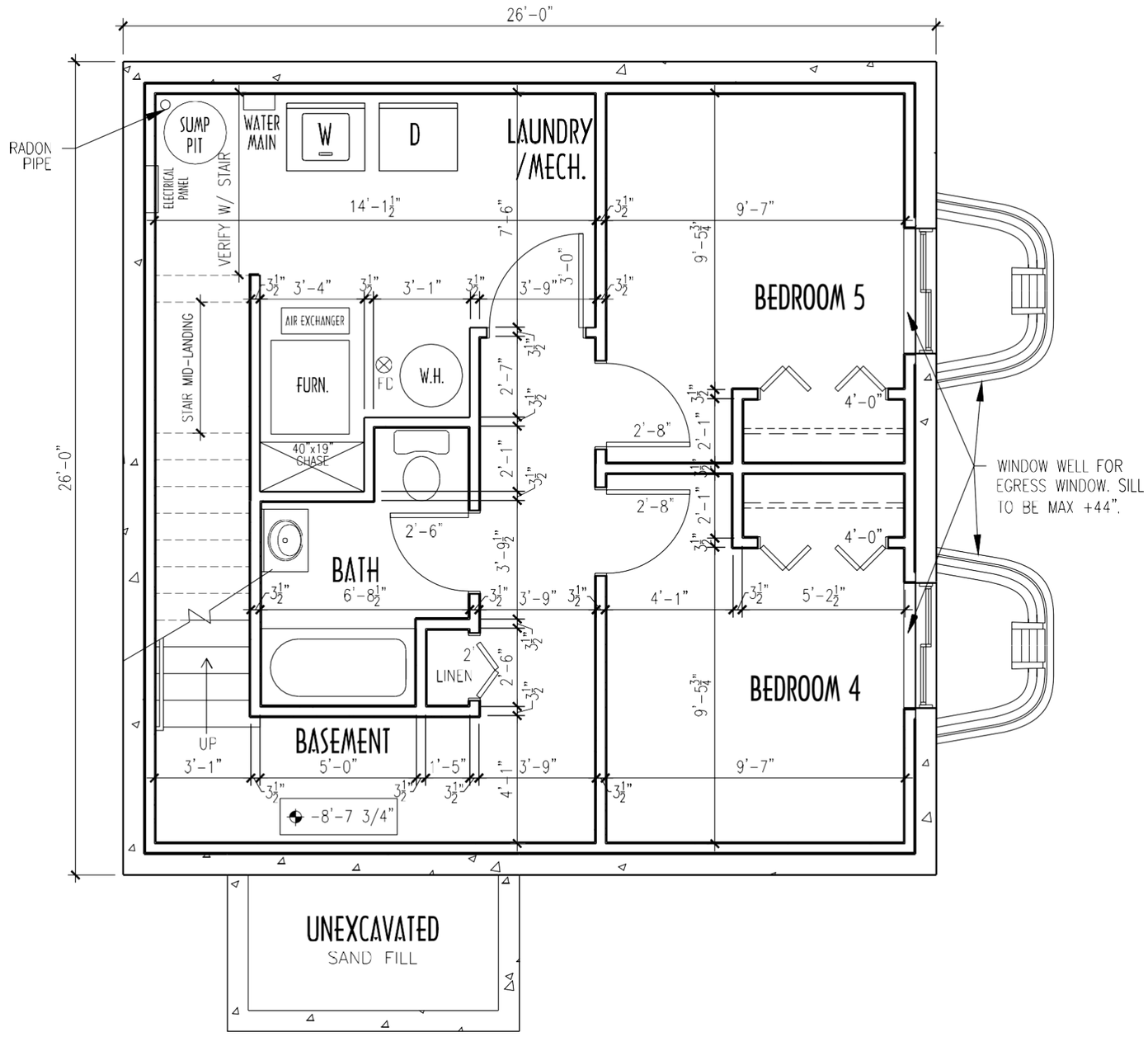
4-Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Second Floor Plan

A2.1

Date:
February 2020



BASEMENT PLAN

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

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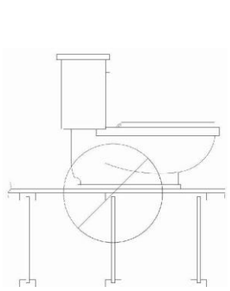
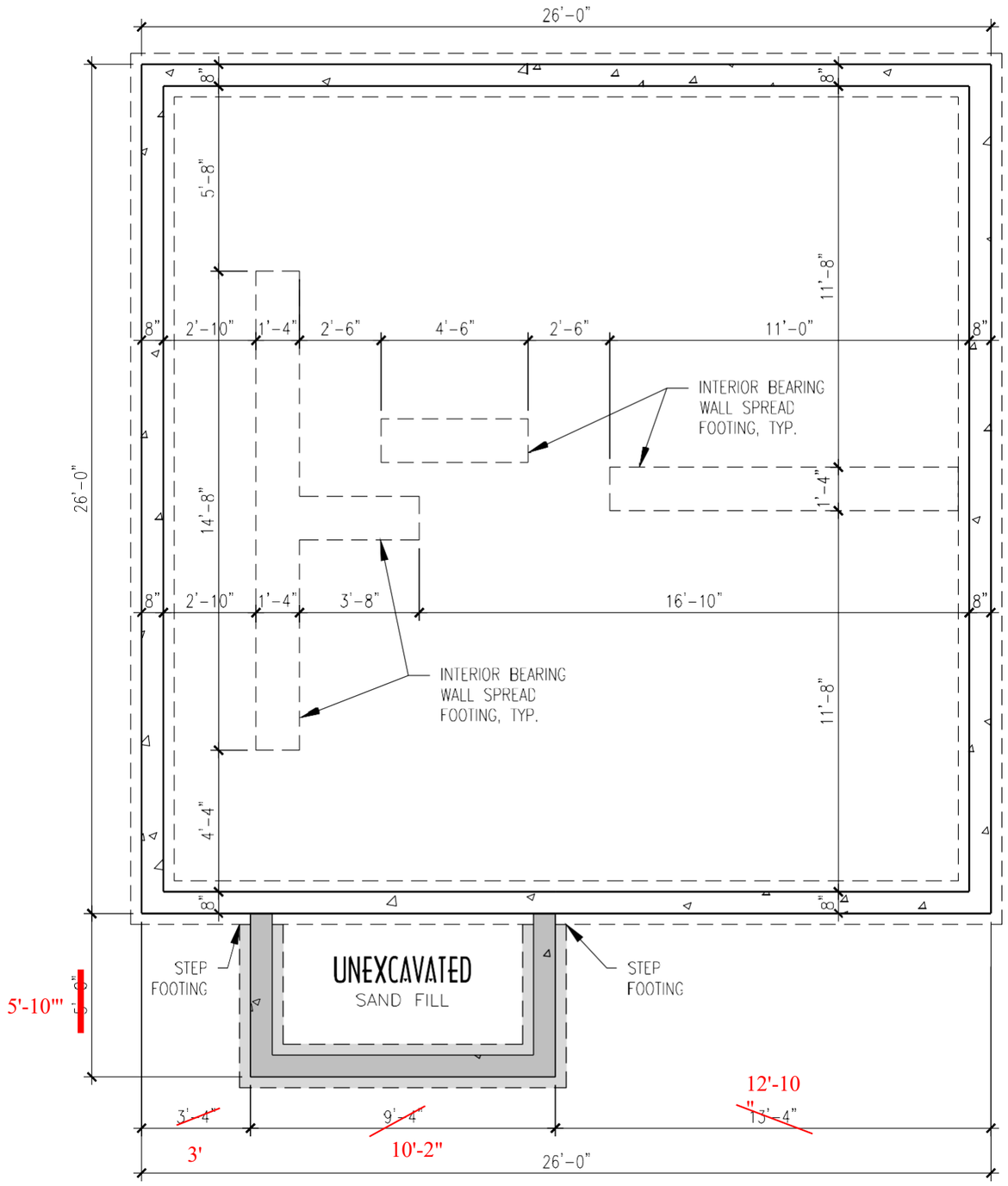
4-Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Basement Floor Plan

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"

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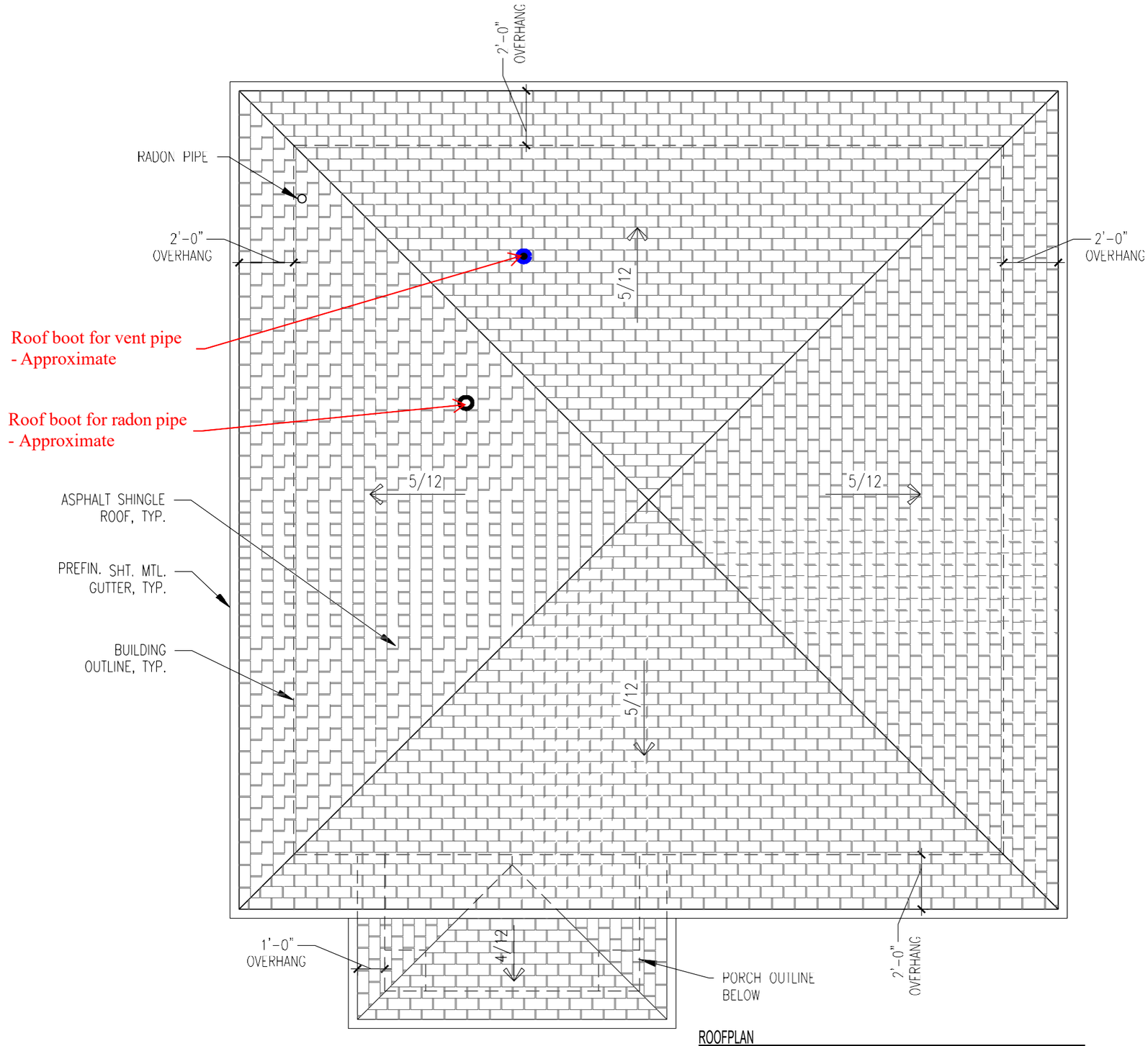
4-Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Foundation Plan

A2.3

Date:
February 2020



ROOFPLAN

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

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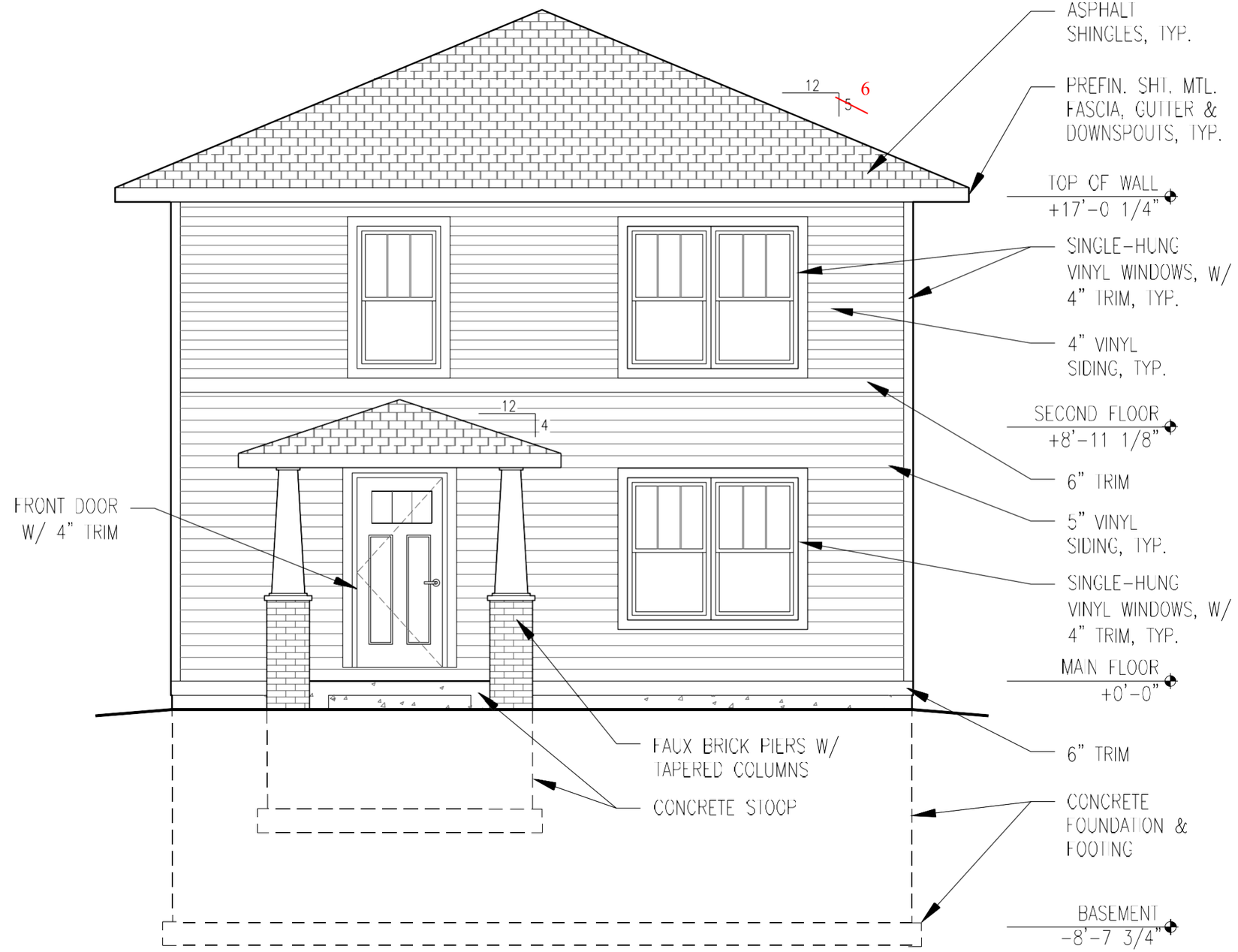
4-Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Roof Plan

A2.4

Date:
February 2020



FRONT ELEVATION

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

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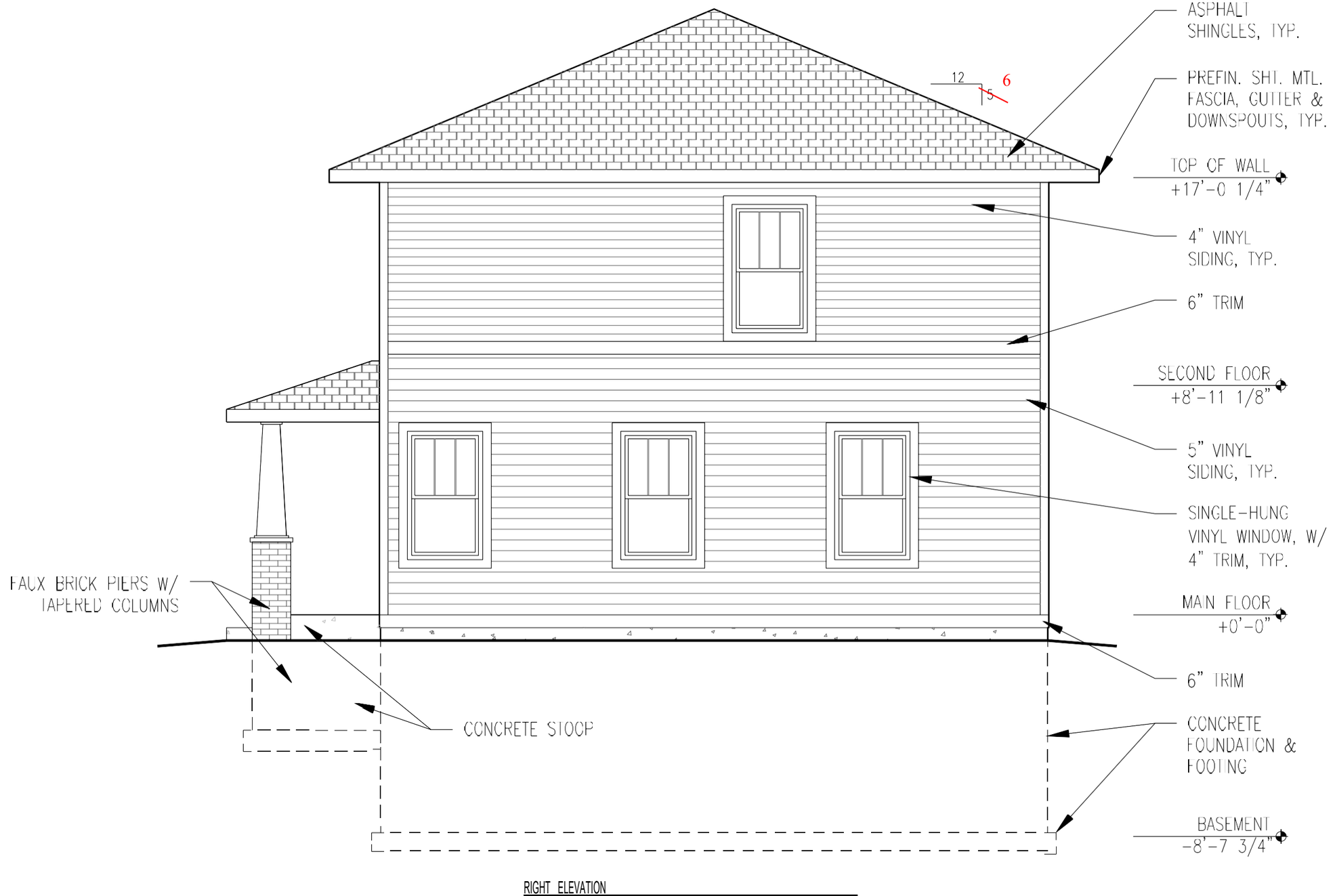
4 Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Front Elevation

A3.0

Date:
February 2020



RIGHT ELEVATION

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

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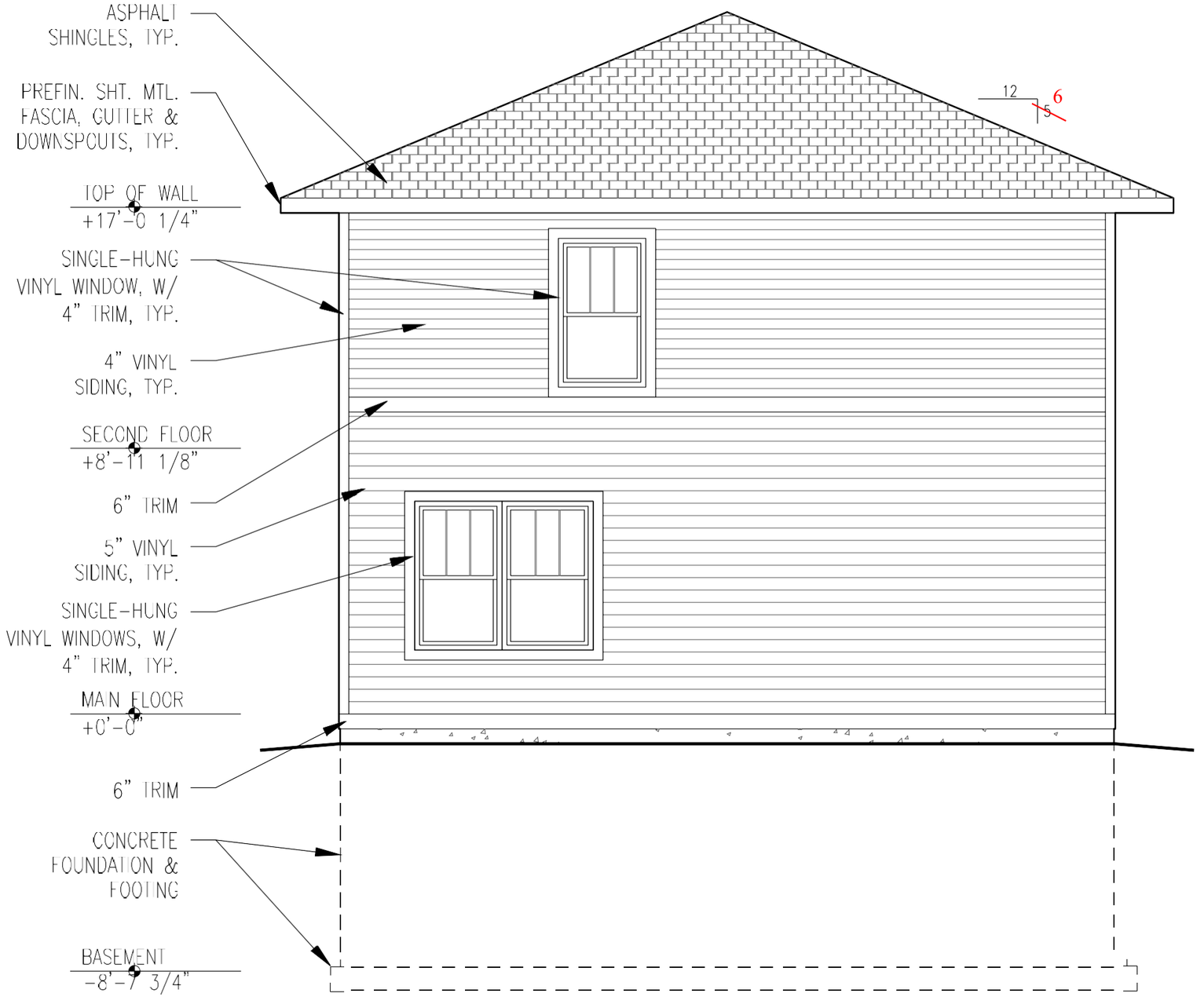
Iowa Heartland Habitat for Humanity®
803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org

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
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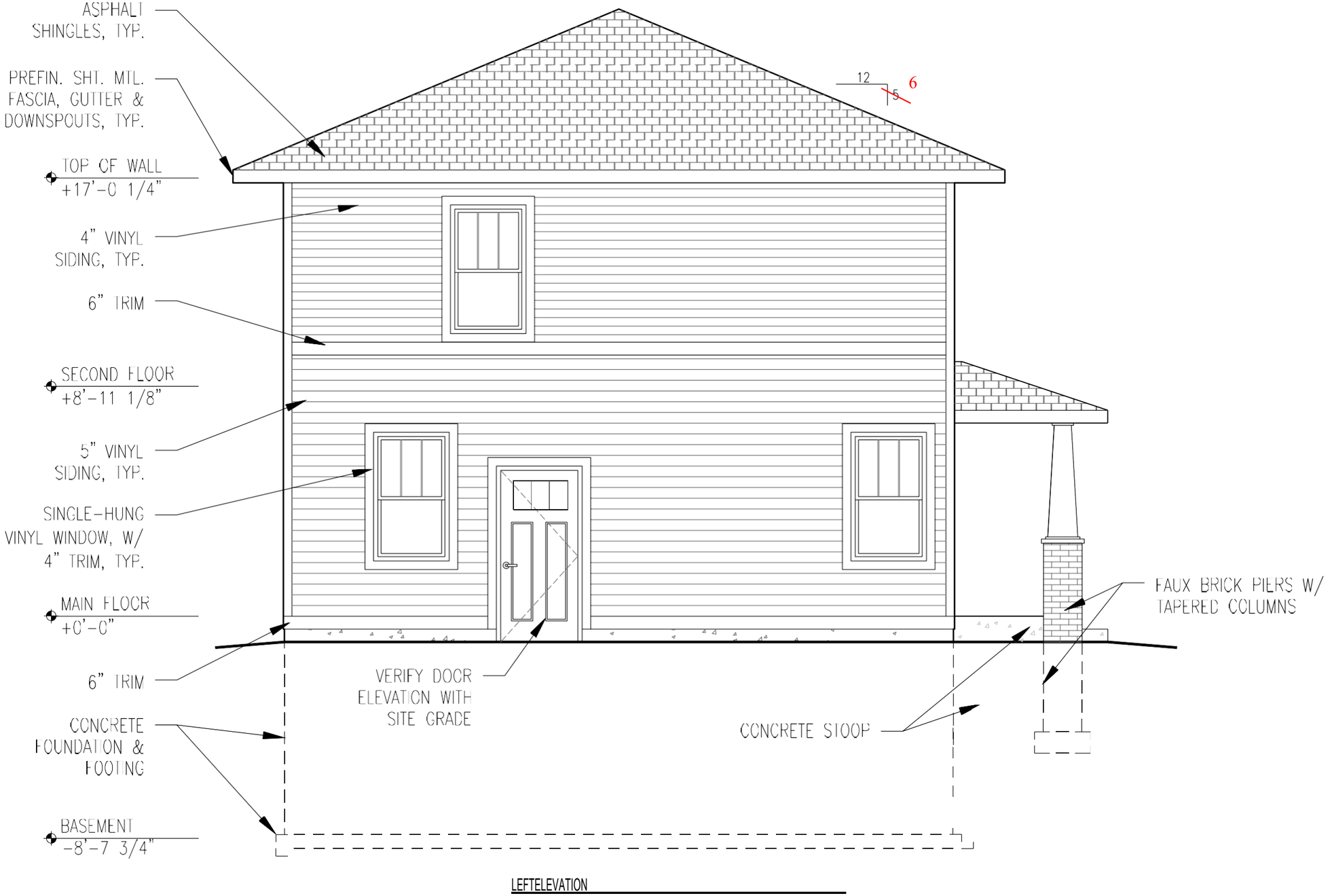
319.235.9946
www.heartlandhfh.org

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

A3.2

Date:
February 2020



LEFTELEVATION

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

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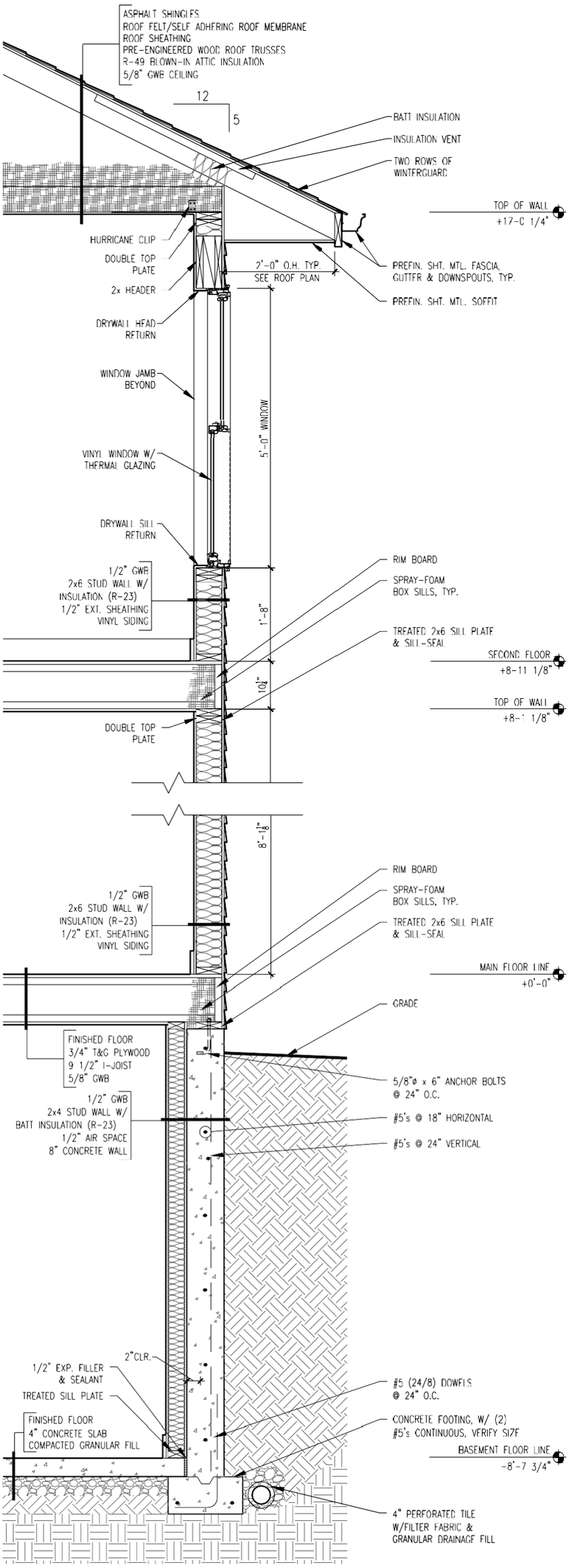
803 West 5th Street
Waterloo, IA 50702
319.235.9946
www.heartlandhfh.org

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

A3.3

Date:
February 2020



WALL SECTION

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

4 Square Build

676 Square Feet - 5 Bedroom

Waterloo, Iowa

Wall Section

A5.0

Date: February 2020

Iowa Heartland Habitat for Humanity®
807 Sycamore Street
Waterloo, IA 50703
319.235.9946
www.heartlandhfh.org

EVI ARCHITECTURE
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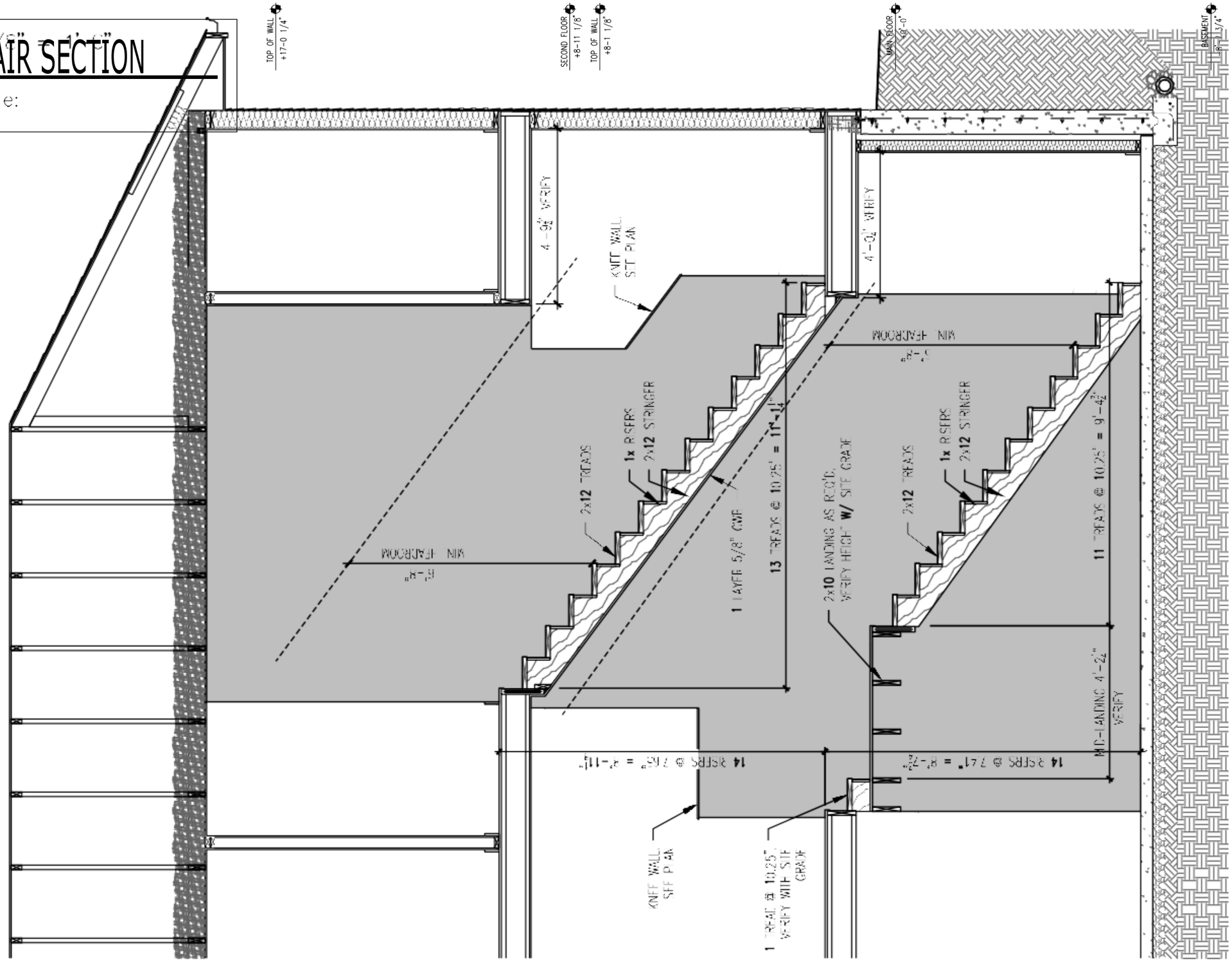
STAIR SECTION

Scale:



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Waterloo, IA 50702
319.235.9946
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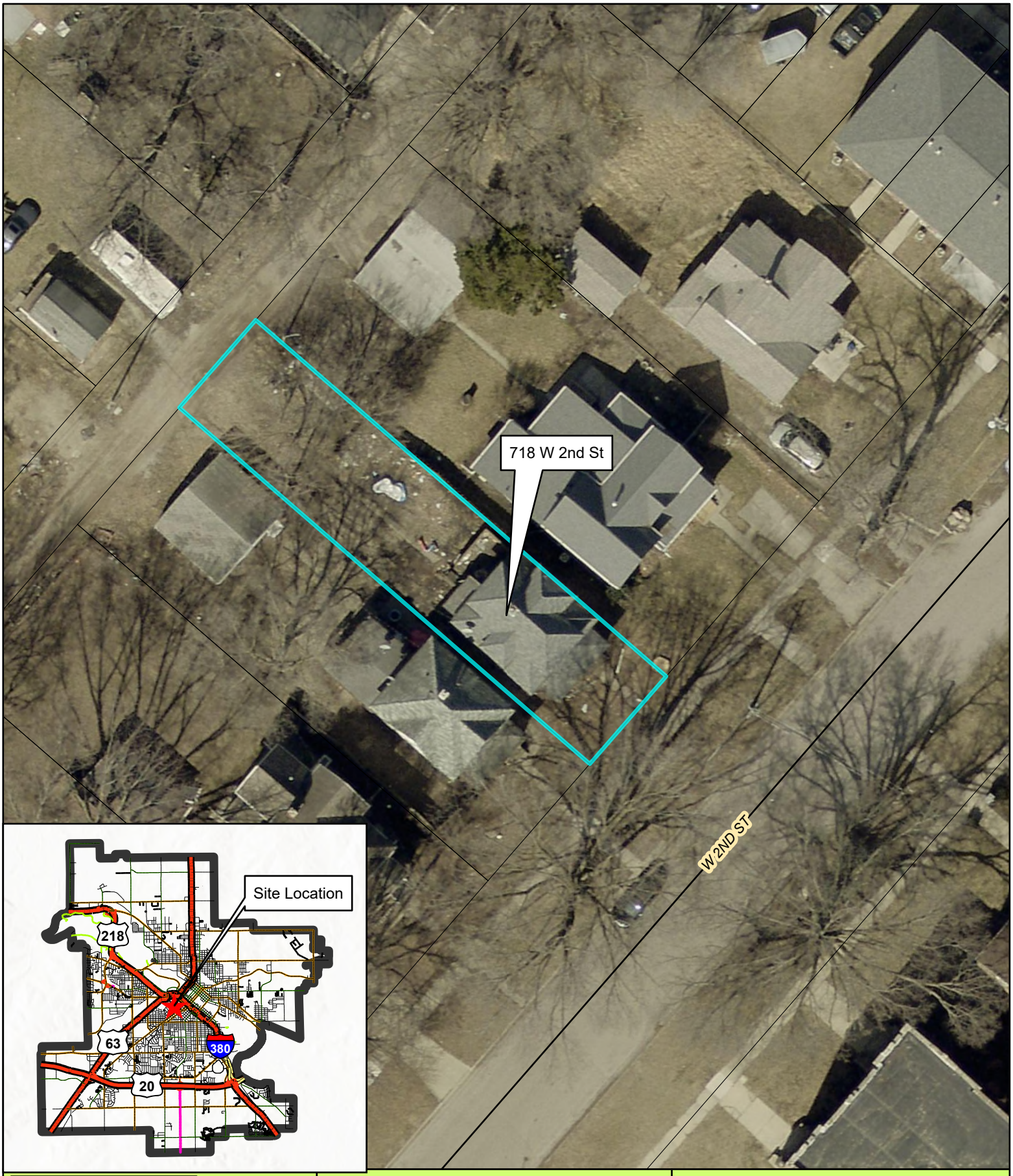
4 Square Build
676 Square Feet - 5 Bedroom
Waterloo, Iowa
Stair Section

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

PERMIT # : _____

NAME : _____

ADDRESS : _____

LEGAL DESCRIPTION :

APPROVALS
FOR OFFICE USE ONLY

Zoning : _____
Lot Dimensions : _____
Lot Area : _____
35% Max. _____
30% Rear _____
Density : _____
Use : _____
Front Yard (average) : _____
Side Yard : _____
Rear Yard : _____
Accessory Bldg Attatched (sq ft) : _____
Accessory Bldg Detatched (sq ft) : _____
6% or 850 sq. ft. ? _____
Siding Material : _____
Easements : _____
Bldg. Height: _____
Flood Plain ? _____
Hist. Significance ? _____
Hwy Corr./Main St. ? _____
Fill Brought in or Removed ? : _____
If Removed, where to ? : _____
Commercial Site Plan : Attach Comm. Sheet Sign-off
Legal nonconforming ? _____
CURA / EZ ? _____

PLANNING DEPT. _____

CSR Site Approval ? _____
Sidewalks : _____
Driveways : _____
Waiver Grade Required ? _____
Street / Alley Access : _____
(Both Allowable if Street Access is Existing)
Corner Lot - Handicap Ramps Req'd : _____
2nd Access by City Engineer Approval Only

ENGINEERING DEPT. _____

N

SCALE : 1" = _____

IOWA ONE CALL

Call Before You Dig!
1-800-292-8989
Notification service for locating underground

PLAT FOR PERMIT APPLICATION

PERMIT APPLICATION FOR : CITY ____ COUNTY ____

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

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.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

There would appear to be no impact on the neigborhood.

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 10, 2026, meeting, with a 6-0 vote to recommend approval of the request.

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

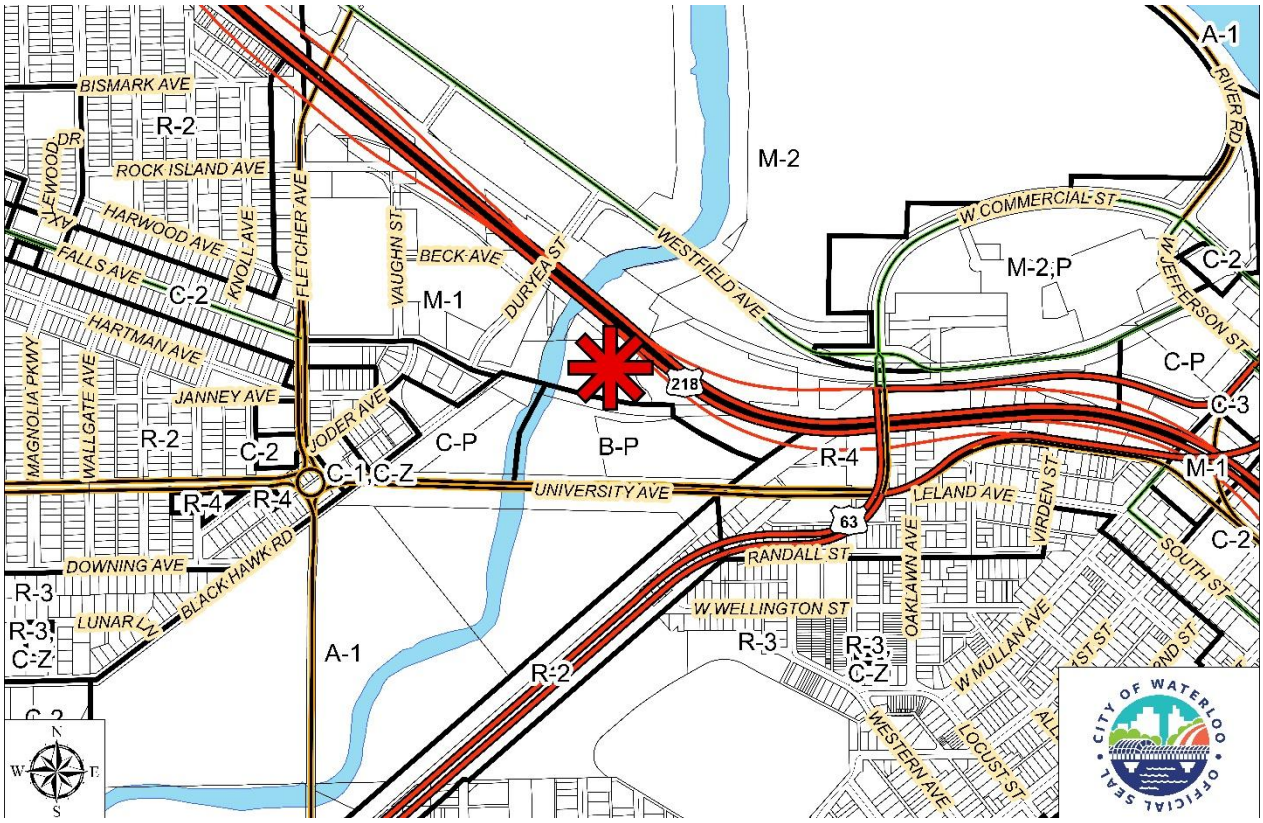
That part of the North 1/2 of the Northeast Quarter 1/4 of Section 27, T89W, R13W, City of Watelroo, Iowa, located Easterly of the centerline of Black Hawk Creek, Northerly of the centerline of the vacated Falls Avenue, and Southwesterly of the Southwesterly right-of-way line of U.S. Highway 218.

ATTACHMENTS

1. Staff Report - University

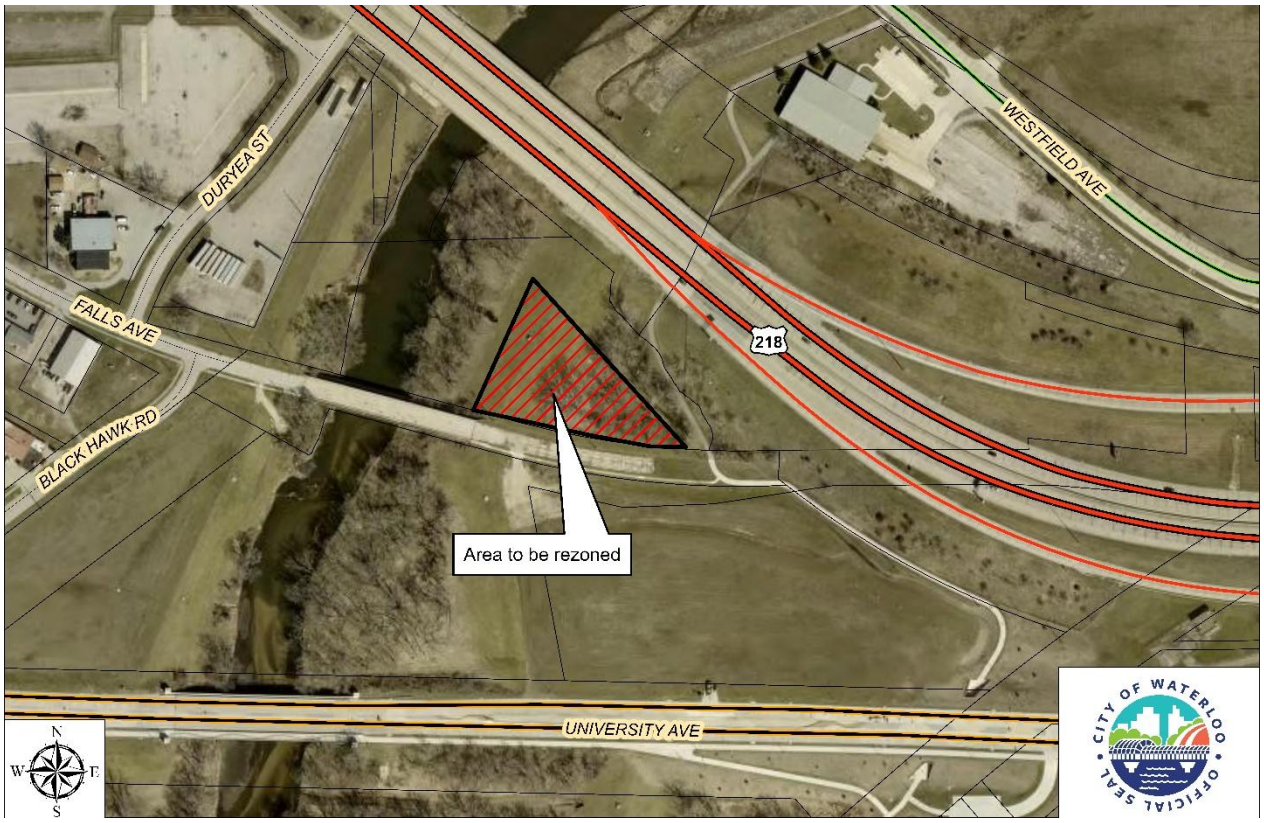
CITY OF WATERLOO
Planning & Zoning

TO:	City Council
PREPARER:	John Dornoff, Planner II
HEARING DATE:	March 2, 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

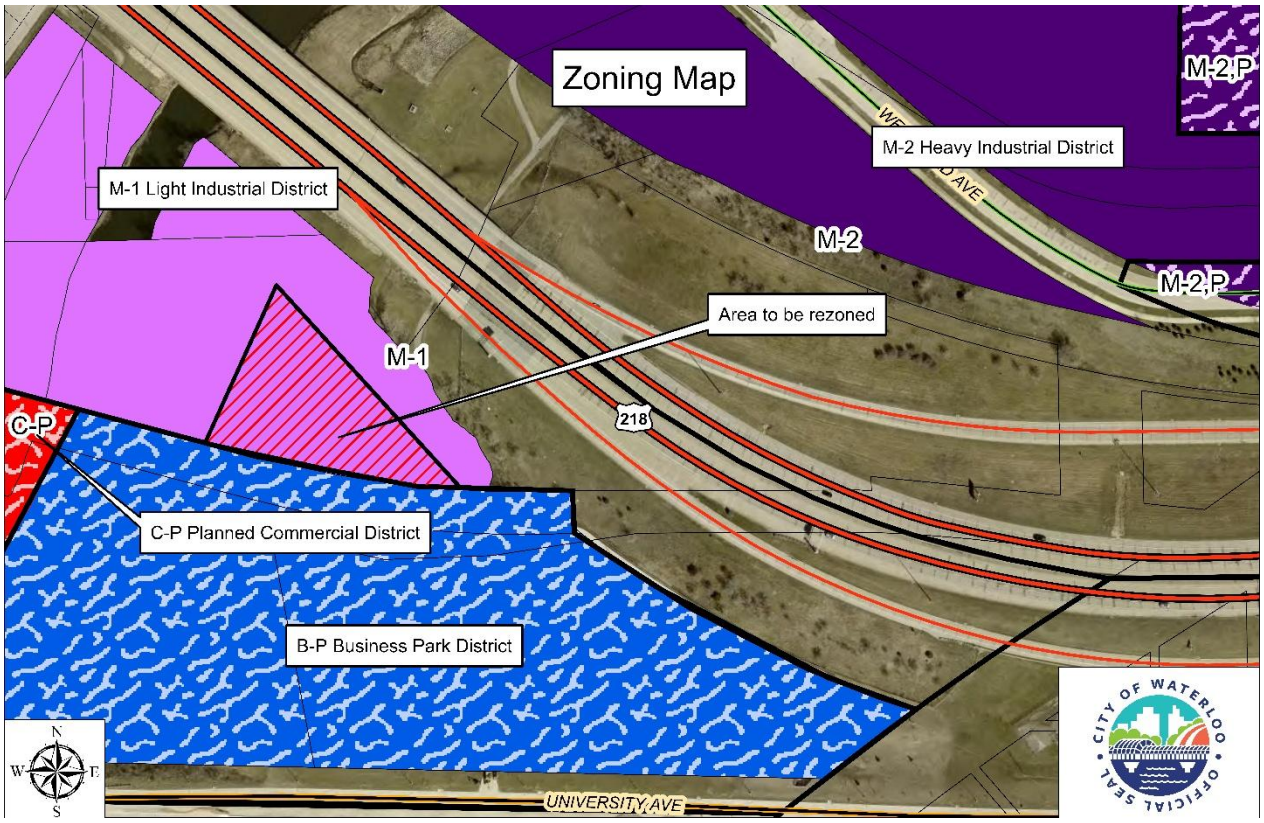


SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:

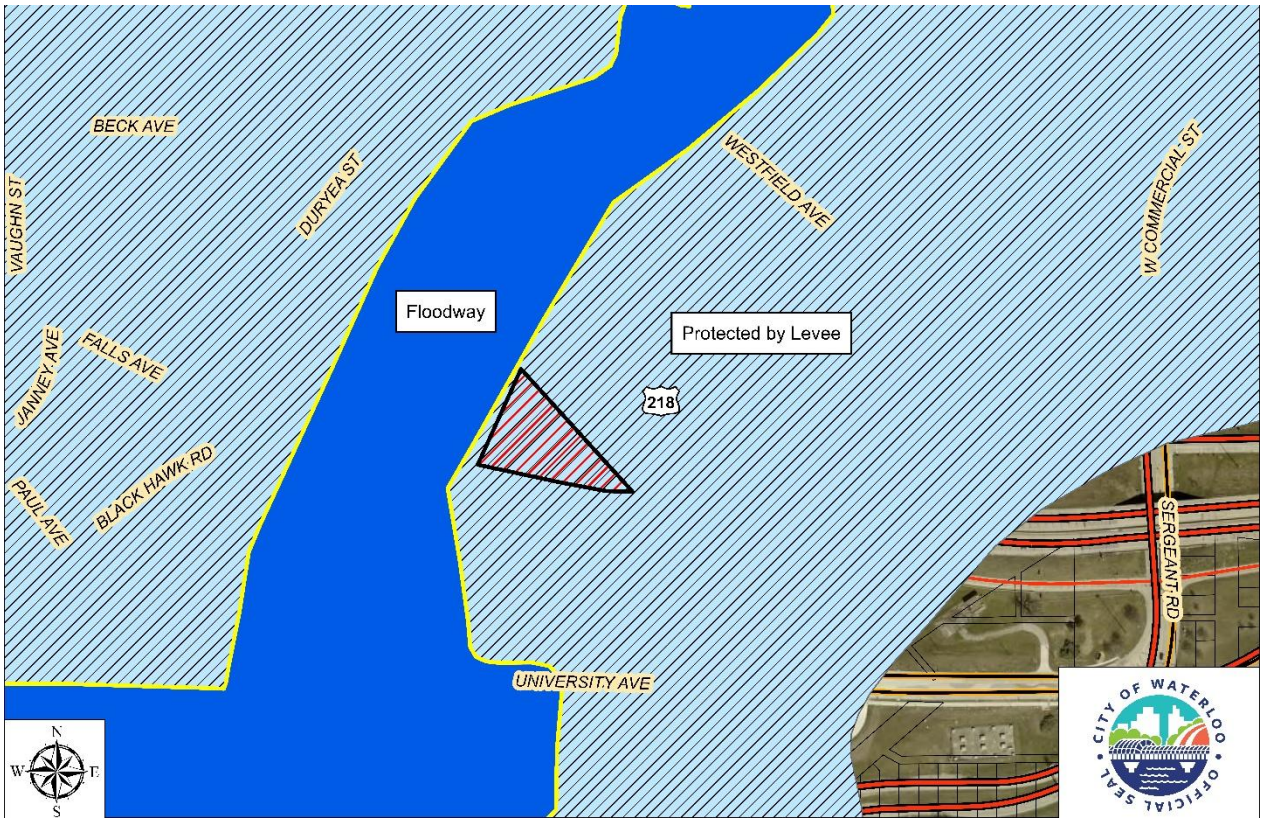
The request to rezone the property does not appear to have a negative impact on the surrounding area, and the rezone will make the property site plan specific.



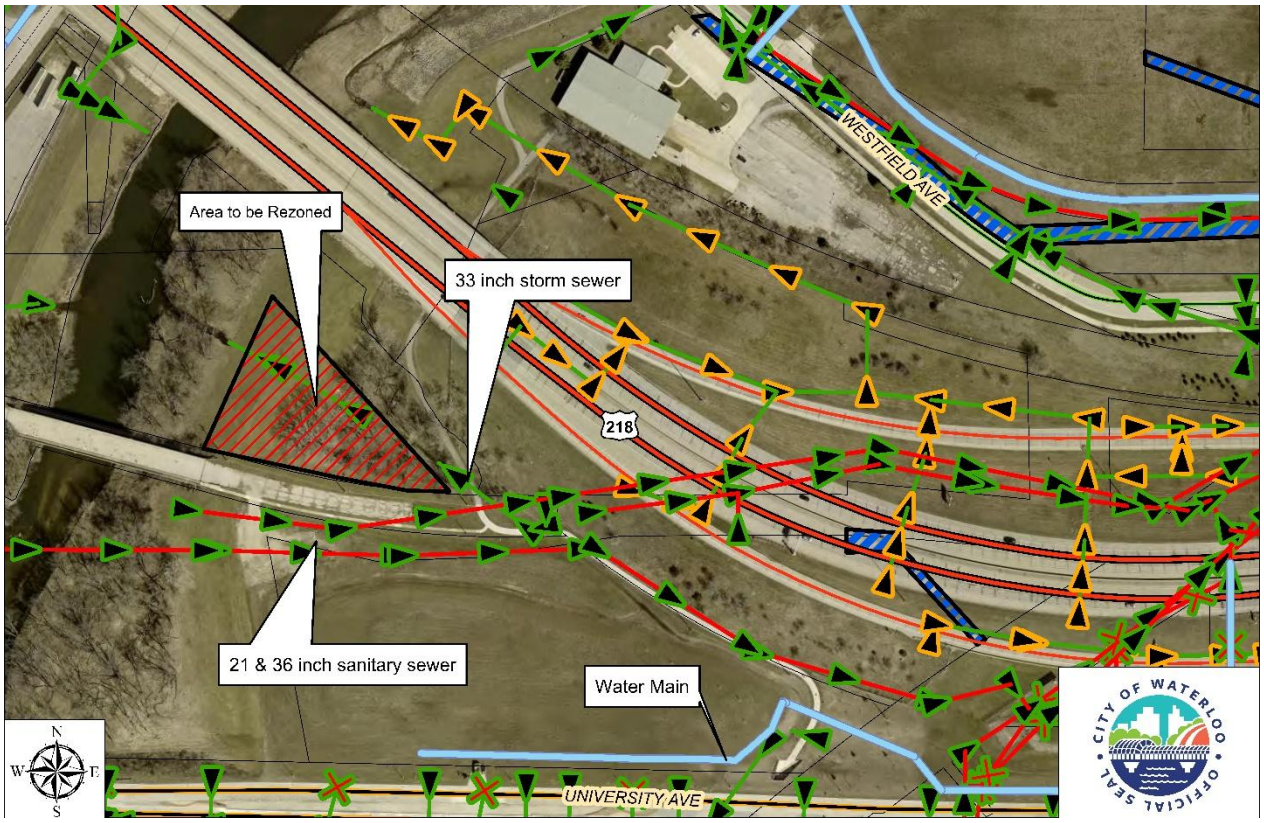
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed rezone would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by University Avenue which is a principal arterial.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	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.

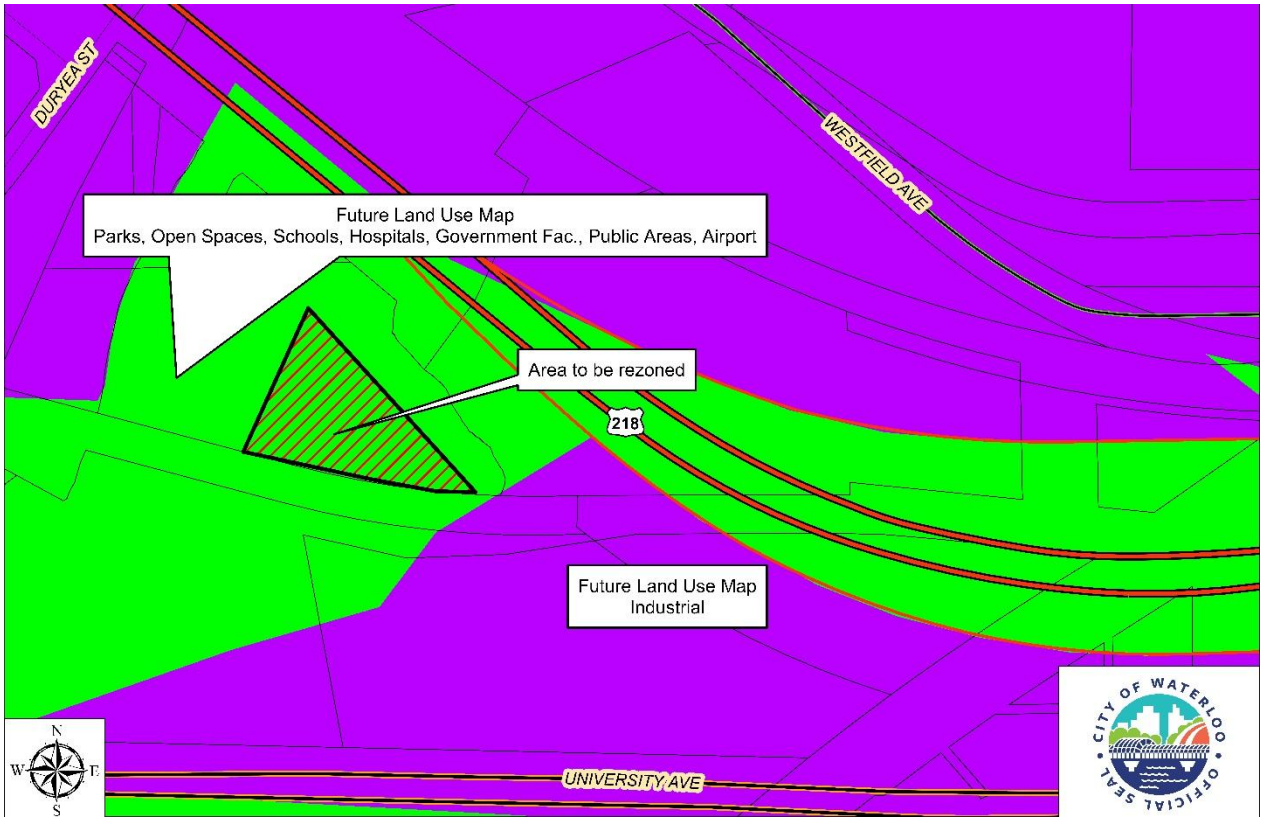


STAFF ANALYSIS – ZONING ORDINANCE	The rezone meets all requirements of the Zoning Ordinance.
STAFF ANALYSIS – SUBDIVISION ORDINANCE	There is a separate plat application for the rezone area.
STAFF ANALYSIS – SITE ANALYSIS:	The City of Waterloo is looking to rezone approximately 1.25 acres from “M-1” Light 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:	There were no comments at Tech Review.

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:	The Planning, Programming, and Zoning Commission voted 6-0 to recommend approval of the request.
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

March 2, 2026

AGENDA ITEM TITLE

Resolution approving a Master Professional Services Agreement with Mead and Hunt, Inc., of Madison, Wisconsin, in conjunction with the upcoming Master Plan Project and other planning projects as needed, at costs to be determined, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Mead and Hunt, Inc was selected by a subcommittee of the Airport Board from Statements of Qualifications submitted by four responding firms (three were interviewed in person). The Airport Master Plan project is in the Airport CIP for FAA FY-2027.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

FAA AIP Project Funding: 90%
Match/PFC Revenue: 10%

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. ALO Planning MSA 2026-2031

MEAD AND HUNT, INC.
MASTER PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon execution by the Client. The Scope of Work, Project Cost and Project Schedule sections of the subsequent Task Orders are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Task Orders are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Task Order, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Task Order or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or Task Order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or Task Order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the

Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable, unless/until a properly completed and valid tax-exemption form is received.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within forty-five (45) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within forty-five (45) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after

obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Task Order.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a forty-five (45) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent files a petition in bankruptcy is adjudicated bankrupt has an assignee, referee, receiver or trustee appointed in any creditor action has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:
Bradley Musinski
200 N LaSalle, Suite 2715
Chicago IL 60601
Brad.Musinski@meadhunt.com

Client Project Manager:
Steven Kjergaard
2790 Livingston Lane
Waterloo, Iowa 50703
Steven.Kjergaard@waterloo-ia.org

For Notices made pursuant to Article 12:
Legal Department: Mead and Hunt, Inc.
6737 W Washington Street, Suite 3500
West Allis, WI 53214
notices@meadhunt.com

For Notices made pursuant to Article 12:
Client Legal Department (optional)
Address
Address 2
Email

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs. Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO $100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

A. Worker's Compensation:
of a form and in an amount as required by state law

B. Employer's Liability:
$1,000,000 each accident
$1,000,000 disease, each employee
$1,000,000 disease, policy limit

C. Automobile Liability (including all owned, hired and non-owned vehicles):
$1,000,000 each accident

D. Commercial General Liability (bodily injury and property damage — combined single limit):
$1,000,000 each incident
$2,000,000 annual aggregate

E. Errors and Omissions:
$5,000,000 each incident
$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Task Order, this Agreement shall not be construed as imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other Project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client’s sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with the Task Orders and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the subsequent Task Orders or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Term of Agreement

The term of this Agreement shall be five (5) years from the Effective Date or if work under a Service Work Order is in progress, then until the date of completion of such work, whichever is later.

IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which when taken together shall constitute one and the same agreement. The parties agree that a counterpart of this Agreement may be executed by a party and then delivered to the other party by facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original counterpart. The signatories below represent that they are duly authorized by the business entities they represent to sign this Agreement. The effective date of this Agreement is the later of the signature dates below.

Client:

Name:	Title	Date

Mead and Hunt, Inc.:

Digitally signed by Evan Barrett DN: CN=Evan Barrett Date: 2026.02.06 13:41:50-06'00'	Vice President	2/6/2026
Name: Evan R. Barrett	Title	Date

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Traffic Operations Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with WHA, Inc., of Cedar Rapids, Iowa, in the amount of $44,902.80, in conjunction with the Broadway Street CMAQ Traffic Signals, Fiber Optic Installation, Broadway Street, US 63 north 4.2 miles to US Highway 218, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approving a Professional Services Agreement with WHA Inc. for construction engineering services.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

WHA Inc. will provide construction engineering services. They will oversee the project and provide reports to the Traffic Operations Director.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Grant funds and operating budget.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. WHA CONTRACT - BROADWAY

Contract No. **1710C25**
Owner Project No. **[XXXXX]**
Iowa DOT Project No. **STP-A-8155(785)-86-07**

Standard Consultant Contract

For Local Public Agency Consultant Contracts with Federal-aid Participation

This **AGREEMENT,** made as of the date of the last party's signature below, is by and

BETWEEN City of Waterloo, Iowa, the ***Owner***, located at:

City of Waterloo, Iowa
City Hall
715 Mulberry Street
Waterloo, IA 50703
Phone: (319) 291-4440

and Willett, Hofmann and Associates, Inc., the ***Consultant***, located at:

625 32nd Avenue SW
Cedar Rapids, IA 52404
Phone: (319) 378-1401
FAX: (319) 378-1975

For the following Project: Construction Phase Services for the Traffic Adaptive Signals and Fiber Optic Communications Upgrade, also known as: Broadway Street CMAQ Traffic Signals, Fiber Optic Installation, Broadway Street, US 63 north 4.2 miles to US 218.

The ***Owner*** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The ***Owner*** desires to employ the ***Consultant*** to provide construction observation and construction administration services to assist with the development and completion of the Project. The ***Consultant*** is willing to perform these services in accordance with the terms of this Agreement.

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Attachment J - Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: Perform construction-related services (construction administration, construction observation, and testing) in connection with the construction of the proposed improvements indicated in the final plans, specifications, and estimates.

1.2 Financial Parameters

1.2.1 Amount of the ***Owner's*** budget for the ***Consultant's*** compensation is:
$44,902.80.

1.2.2 Amount of the ***Consultant's*** budget for the subconsultants' compensation is:
$0.00

1.3 Project Team

1.3.1 The ***Owner's*** Designated Representative, identified as the ***Contract Administrator*** is:
Safiah Elahi, Traffic Operations Director

The ***Contract Administrator*** is the authorized representative, acting as liaison officer for the ***Owner*** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the ***Contract Administrator*** and shall be subject to the ***Contract Administrator's*** approval.

1.3.2 The ***Consultant's*** Designated Representative is:
Jordan Primus, Cedar Rapids General Manager

1.3.3 The subconsultants retained at the ***Consultant's*** expense are identified in the following table:

Subconsultant	Amount Authorized	Maximum Amount Payable	Method of Payment
None			

1.4 Time Parameters

1.4.1 The ***Consultant*** shall begin work under this Agreement upon receipt of a written notice to proceed from the ***Owner***.

1.4.2 Milestones for completion of the work under this Agreement as follows:
Construction-related services shall be completed and accepted on or before July 31, 2026 or ninety (90) calendar days after the Project Contractor has submitted all required documentation to the Consultant (whichever is greater). The schedule is based on the Project Contractor starting Project construction no later than May 1, 2026 and utilizing a maximum of ninety (90) working days to substantially complete Project construction.

1.5 Minimum Qualification Standards (MQS)

1.5.1 The ***Consultant*** and their subconsultants are required to meet the Minimum Qualifications Standards (MQS) requirements of specified work categories as defined in the Iowa DOT's Policy and Procedure Manual (PPM), Policy No. 300.04, at the time of contract execution, and for the duration of the contract. Work under this contract will require the consultant team to meet the requirements of Work Category Traffic Operations Design, Traffic Operations Studies, Intelligent Transportation Systems. Failure to meet the requirements during the contract will result in cancellation of any remaining portion of the contract.

1.5.2 All services within this agreement shall be performed by the ***Consultant*** or subconsultant who

meets the MQS of the specified work categories as defined Iowa DOT PPM 300.04. If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE, AND APPLICABLE LAW

2.1 Entire Agreement of the Parties. This Agreement, including its attachments, represents the entire and integrated agreement between the ***Owner*** and the ***Consultant*** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both ***Owner*** and ***Consultant***. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the ***Consultant*** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.

2.2 Required Guidance. All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.

2.3 Applicable Law. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the Black Hawk County District Court of Iowa, Waterloo, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the ***Owner***. The ***Consultant*** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

ARTICLE 3 FORM OF COMPENSATION

3.1 Method of Reimbursement for the Consultant.

3.1.1 Compensation for the ***Consultant*** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

.2 [ ] Lump Sum - Attachment C
.3 [X] Specific Rate of Compensation - Attachment C
.4 [ ] Unit Price - Attachment C
.5 [ ] Fixed Overhead Rate - Attachment C

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the ***Consultant***.

3.2 Subconsultant's Responsibilities for Reimbursement. The ***Consultant*** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The ***Consultant*** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the ***Contract Administrator***. The prime ***Consultant*** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime ***Consultant*** or other subconsultant unless the ***Contract Administrator***, Iowa DOT, and FHWA (when applicable) have given prior written approval.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the ***Owner*** and shall be delivered to the ***Contract Administrator*** upon completion of the plans or termination of the services of the ***Consultant***. There shall be no restriction or limitation on their future use by the ***Owner***, except any use on extensions of the project or on any other project without written verification or adaptation by the ***Consultant*** for the specific purpose intended will be the ***Owner's*** sole risk and without liability or legal exposure to the ***Consultant***.

4.1.2 The ***Owner*** acknowledges the ***Consultant's*** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the ***Owner*** upon completion of the services and payment in full of all moneys due to the ***Consultant***.

4.1.3 The ***Owner*** and the ***Consultant*** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the ***Owner*** or the ***Consultant*** is subject to review and acceptance by the other party. Additional efforts by the ***Consultant*** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The ***Owner*** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the ***Consultant*** and electronic files, the signed construction documents shall govern.

4.1.5 The ***Owner*** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the ***Owner*** and ***Consultant*** shall also apply to all subconsultants hired by the ***Consultant*** to perform work pursuant to this Agreement. It is the ***Consultant's*** responsibility to ensure all contracts between ***Consultant*** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exception to this requirement is under provision 3.1.2 when the subconsultant has a different method of reimbursement than the ***Consultant***.

4.2.2 The ***Consultant*** may not restrict communications between the ***Owner*** and any of the subconsultants. The ***Consultant*** will encourage open communication among the ***Owner***, the ***Consultant*** and the subconsultants.

4.3 ***Consultant's*** **Endorsement on Plans.** The ***Consultant*** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 Progress Meetings. From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the ***Contract Administrator*** to discuss details of the design and progress of the work. The ***Consultant*** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the ***Contract Administrator***, to enable the ***Contract Administrator*** to pass judgment on the features and progress of the work.

4.5 Additional Documents. At the request of the ***Contract Administrator***, the ***Consultant*** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

4.6 Revision of Work Product

4.6.1 Drafts of work products shall be reviewed by the ***Consultant*** for quality control and then be submitted to the ***Contract Administrator*** by the ***Consultant*** for review and comment. The comments received from the ***Contract Administrator*** and the reviewing agencies shall be incorporated by the ***Consultant*** prior to submission of the final work product by the ***Consultant***. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the ***Contract Administrator*** shall be in writing. In the event there are no comments from the ***Contract Administrator*** or reviewing agencies to be incorporated by the ***Consultant*** into the final work product, the ***Contract Administrator*** shall immediately notify the ***Consultant***, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

4.6.2 In the event that the work product prepared by the ***Consultant*** is found to be in error and revision or reworking of the work product is necessary, the ***Consultant*** agrees that it shall do such revisions without expense to the ***Owner***, even though final payment may have been received. The ***Consultant*** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the ***Owner's*** right to seek recovery of damages for negligence on the part of the ***Consultant*** herein.

4.6.3 Should the ***Contract Administrator*** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the ***Consultant*** shall make such revisions if requested and directed by the ***Contract Administrator*** in writing. This work will be paid for as provided in Article 4.7.

4.7 Extra Work. If the ***Consultant*** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the ***Contract Administrator*** in writing to that effect. In the event that the ***Contract Administrator*** determines that such work does constitute "Extra Work", the ***Consultant*** shall promptly develop a scope and budget for the extra work and submit it to the ***Contract Administrator***. The ***Owner*** will provide extra compensation to the ***Consultant*** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The ***Consultant*** shall not proceed with "Extra Work" without prior written approval from the ***Owner*** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the ***Consultant's*** risk. The ***Owner*** has the right, at its discretion, to disallow those costs. However, the ***Owner*** shall have benefit of the service rendered.

4.8 Extension of Time. The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the ***Consultant***, but may be extended by the ***Contract Administrator*** in the event of a delay attributed to the ***Owner*** or the ***Contract Administrator***, or because of unavoidable delays beyond the reasonable control of the ***Consultant.***

4.9 Responsibility For Claims And Liability

4.9.1 The ***Consultant*** agrees to defend, indemnify, and hold the ***Owner***, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the ***Owner*** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the ***Consultant*** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

4.9.2 The ***Consultant*** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of $1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of ***Consultant's*** insurance for professional liability coverage and all such other insurance required by law will be provided to the ***Owner*** at the time the contract is executed and upon each insurance coverage renewal.

4.10 Current and Former Agency Employees (Conflicts of Interest)

The ***Consultant*** shall not engage the services of any current employee of the ***Owner*** or the Iowa DOT unless it obtains the approval of the ***Owner*** or the Iowa DOT, as applicable, and it does not create a

conflict of interest under the provisions of Iowa Code section 68B.2A. The ***Consultant*** shall not engage the services of a former employee of the ***Owner*** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the ***Consultant*** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

4.11 Suspension of Work under this Agreement

4.11.1 The right is reserved by the ***Owner*** to suspend the work being performed pursuant to this Agreement at any time. The ***Contract Administrator*** may effect such suspension by giving the ***Consultant*** written notice, and it will be effective as of the date established in the suspension notice. Payment for the ***Consultant's*** services will be made by the ***Owner*** to the date of such suspension, in accordance with the applicable provisions in Article **4.12.2** or Article **4.12.3** below.

4.11.2 Should the ***Owner*** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the ***Consultant***.

4.11.3 In the event the ***Owner*** suspends the work being performed pursuant to this Agreement the ***Consultant*** with approval from the ***Contract Administrator***, has the option, after 180 days to terminate the contract.

4.12 Termination of Agreement

4.12.1 The right is reserved by the ***Owner*** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the ***Consultant***.

4.12.2 In the event the Agreement is terminated by the ***Owner*** without fault on the part of the ***Consultant***, the ***Consultant*** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the ***Contract Administrator*** and to the ***Consultant***. The ***Consultant*** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the ***Contract Administrator*** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.

4.12.3 In the event the Agreement is terminated by the ***Owner*** for fault on the part of the ***Consultant***, the ***Consultant*** shall be paid only for work satisfactorily performed and delivered to the ***Contract Administrator*** up to the date established by the termination notice. After audit of the ***Consultant's*** actual costs to the date established by the ***Contract Administrator*** in the termination notice and after determination by the ***Contract Administrator*** of the amount of work satisfactorily performed, the ***Contract Administrator*** shall determine the amount to be paid to the ***Consultant***.

4.12.4 This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that construction has been completed, and all required documentation has been filed with the Iowa DOT. The Project has been officially accepted by the Iowa DOT as complete, including the completion of any applicable audits.

4.13 Right to Set-off. In the event that the ***Consultant*** owes the ***Owner*** any sum under the terms of this Contract, the ***Owner*** may set off the sum owed to the ***Owner*** against any sum owed by the ***Owner*** to the ***Consultant*** under any other contract or matter in the ***Owner's*** sole discretion, unless otherwise required by law. The ***Consultant*** agrees that this provision constitutes proper and timely notice of the ***Owner's*** intent to utilize any right of set-off.

4.14 Assignment or Transfer. The ***Consultant*** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the ***Contract Administrator*** and concurrence is received from the Iowa DOT and FHWA, if applicable.

4.15 Access to Records. The ***Consultant*** is to maintain all books, documents, papers, accounting records

and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the ***Owner***, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

4.16 Iowa DOT and FHWA Participation. The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the ***Consultant*** and the ***Owner***, and to participate in the review or examination of the work in progress as well as any final deliverable.

4.17 Nondiscrimination Requirements.

4.17.1 During the performance of this Agreement, the ***Consultant*** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa, Chapter 216. The ***Consultant*** will not discriminate on the grounds of age, race, creed, color, sex, sexual orientation, national origin, religion, or disability in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

4.17.2 In all solicitations, either by competitive bidding or negotiation made by the ***Consultant*** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the ***Consultant*** of the ***Consultant's*** obligation under this contract and the regulations relative to nondiscrimination on the grounds of age, race, creed, color, sex, sexual orientation, national origin, religion, or disability.

4.17.3 In the event of the ***Consultant's*** noncompliance with the nondiscrimination provisions of this Agreement, the ***Owner*** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the ***Consultant*** under the Agreement until the ***Consultant*** complies, or the Agreement is otherwise suspended or terminated.

4.17.4 The ***Consultant*** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

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

1. Compliance with Regulations: The ***Consultant*** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT') Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The ***Consultant***, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The ***Consultant*** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the ***Consultant*** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the ***Consultant*** of the ***Consultant***'s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The ***Consultant*** shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the ***Owner***, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a ***Consultant*** is in the exclusive possession of another who fails or refuses to furnish this information the ***Consultant*** shall so certify to the ***Owner***, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the ***Consultant***'s noncompliance with the nondiscrimination provisions of this contract, the ***Owner*** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the ***Consultant*** under the contract until the ***Consultant*** complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The ***Consultant*** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The ***Consultant*** shall take such action with respect to any subcontract or procurement as the ***Owner***, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a ***Consultant*** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the ***Consultant*** may request the ***Owner*** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the ***Owner*** or the Iowa Department of Transportation; and, in addition, the ***Consultant*** may request the United States to enter into such litigation to protect the interests of the United States.

4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The ***Consultant*** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the ***Consultant*** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 The ***Consultant*** shall pay its subconsultants for satisfactory performance of their work no later than 30 days from receipt of each payment it receives from the ***Owner*** for such work. If the ***Owner*** holds retainage from the ***Consultant***, the ***Consultant*** may also withhold retainage from its subconsultant(s). If retainage is withheld from a subconsultant, full payment of such retainage shall be made within 30 days after the subconsultant's work is satisfactorily completed.

4.18.3 Upon notification to the ***Consultant*** of its failure to carry out the requirements of this Article, the ***Owner***, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the ***Consultant*** to obtain future U.S. DOT financial assistance. The ***Consultant*** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the ***Owner*** or such remedy as the ***Owner***, Iowa DOT or the FHWA deems appropriate, which may include, but is not limited to:

1. withholding monthly progress payments;
2. assessing sanctions;
3. liquidated damages; and / or

4.19 Severability. If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

Willett, Hofmann and Associates, Inc.

By _____ Date: 9/16/2025

Jordan K. Primus, PE
Cedar Rapids Office General Manager

ATTEST:

By _____ Date: Sept. 16, 2025

In the meantime,

CITY OF WATERLOO, IOWA

By _____ Date: _____

Dave Boesen
Mayor

IOWA DEPARTMENT OF TRANSPORTATION
Accepted for FHWA Authorization*

By _____ Date: _____

Name _____

Title _____

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

ATTACHMENT A
Scope of Services

It is understood by the ***Owner*** and the ***Consultant*** that the level and frequency of Progress Reporting shall be mutually established for each project, taking into account the complexity and duration of the work to be performed. For this specific project it is agreed that progress reporting will be provided on a monthly basis.

It is understood by the ***Owner*** and the ***Consultant*** that the task detail associated with the 85% budget notification shall be mutually established for each project in relation to the complexity and duration of the work to be performed. For this specific project it is agreed that all work contemplated in the agreement will be considered as one task(s). It is further agreed that the 85% budget notification requirements will be required for this Agreement based on the volume of work assigned, duration, complexity, and rate of progress anticipated on the project.

The ***Consultant*** will monitor and review updates to the Iowa DOT's Instructional Memorandums (I.M.s), Road Design Manual, Standard Road Plans, Road Design Details. Updates requiring no additional effort on the part of the ***Consultant*** will be incorporated into the work by the ***Consultant***. If the ***Consultant*** is of the opinion additional effort will be required, the ***Consultant*** will so notify the ***Contract Administrator***, in accordance with Paragraph 4.7. The ***Contract Administrator*** will provide written approval or disapproval for the ***Consultant*** to incorporate said update into the work and indicate how payment for such work will be addressed.

Scope of Services
The scope of services to be performed by the ENGINEER shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to perform tasks listed below.

I. Project Management - Project Management will involve managing the scope, schedule, and budget for the Project. It will involve overseeing and directing the members of the Project Team including ENGINEER's staff and ENGINEER's Consultants. It will include ongoing communications with the OWNER (correspondence, phone calls, etc.) and the preparation and submittal of monthly invoices to the OWNER for reimbursement of costs and fees.

A. Track Project Schedule – This task involves tracking the project schedule throughout the length of the construction-related services phase. This will be done to determine if the performance of the construction-related services is in conformance with the project schedule.

This task includes the preparation of written instructions for project staff providing background, names of contacts, communications procedures, responsibilities, schedule and budget information, and other important elements for the project. This task also includes the development of a graphic project schedule indicating critical dates, milestones, and deliverables and the preparation of a detailed work plan with specific staff assignments, by task, corresponding to the schedule.

B. Monitor Project Scope – This task involves monitoring the project scope throughout the length of the construction-related services phase. This will be done to identify needed services that are not included in the scope of the construction-related services contract. ENGINEER will make the OWNER representative aware of potential change orders to the construction-related services contract before the additional services are performed.

C. Consultant Management – This task involves the preparation of subcontracts and work orders for ENGINEER's Consultants. This task also includes monitoring ENGINEER's Consultant activities, reviewing ENGINEER's Consultant invoices, and submitting to the OWNER for payment. This task also includes reviewing ENGINEER's Consultant work for technical accuracy and conformance with project requirements. The Consultants that are anticipated are:
- Communications Engineering Company

D. Quality Control Plan – This task involves establishment of review and checking procedures for Project deliverables. The ENGINEER will designate responsibility for implementation of the plan.

II. Construction-Related Services

A. The ENGINEER shall perform construction administration for the OWNER during the Construction Phase of the Project. The ENGINEER shall perform nearly full-time construction observation for

the OWNER during the Construction Phase of the Project.

1. General Administration of Construction Contract – Consult with OWNER and act as OWNER's representative. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement except as otherwise provided in writing.

2. Resident Project Representative (RPR) – Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Attachment J. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. Pre-Construction Conference – Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

4. Visits to Site and Observation of Construction – In connection with observations of Contractor's work in progress while it is in progress:

   a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine, in general, if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

   b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

5. Defective Work – Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

6. Clarifications and Interpretations; Field Orders – Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

7. Change Orders and Work Change Directives – Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

8. Shop Drawings and Samples – Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.

9. Substitutes and "or-equal." – Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

10. Inspections and Tests – Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

11. Disagreements between OWNER and Contractor – Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

12. Applications for Payment – Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

    b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity

of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

13. Contractor's Completion Documents.

    a. Receive and review maintenance and operating instructions, schedules, and guarantees.

    b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

    c. ENGINEER shall transmit these documents to OWNER.

14. Substantial Completion – Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

15. Additional Tasks. Perform or provide the following additional Construction Phase tasks or deliverables:

    a. Attend weekly (or bi-monthly, if appropriate) progress meetings with Contractor and prepare and circulate copies of minutes.

    b. Reviewing the field testing documentation (attenuation, continuity, OTDR testing, etc.) required to be provided by the Contractor, per the Special Provisions; and performing random "re-testing" of the required field tests to be performed by the Contractor (roughly 5% of those tests) to double-check / verify the Contractor's test results.

    c. Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

    d. Provide one reproducible and correctable printed copy of as-built record drawings and electronic disk in AutoCAD format of the as-built record drawings.

    e. Assemble necessary documentation for and assist Iowa Department of Transportation with post-construction final Project review and materials audit. Submit necessary documents for final Project review, materials audit, and Project

close-out to applicable regulatory agencies upon completion of construction.

16. Final Notice of Acceptability of the Work – Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. Duration of Construction Phase – The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. Limitation of ENGINEER's Authority and Responsibilities – Neither ENGINEER's authority or responsibility under this Agreement or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRAC¬TOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

The limitations upon authority and responsibility set forth above shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

III. Deliverables

A. ENGINEER Deliverables

1. Minutes of project review meetings to meeting attendees.
2. Monthly progress reports (submitted with project invoices) to OWNER.
3. The deliverables indicated in Exhibit J to OWNER and/or Iowa DOT, as appropriate.

V. Owner's Responsibilities

MATERIAL AND INFORMATION TO BE PROVIDED BY THE OWNER:

The OWNER shall provide the following material and information related to the project:

A. PDF files of GIS data (or photocopies) of sewer utility records, water utility records, storm sewer utility records, traffic signal records, miscellaneous utility records (as available), and record drawings for adjacent improvements, if needed.

B. Site plans for adjacent properties, if needed.

C. Permit applications that are only available from the OWNER that are necessary to commence with the construction of the proposed improvements.

TASKS TO BE PERFORMED BY THE OWNER:

The OWNER shall perform the following tasks related to the project:

A. Attend pre-construction conference, construction progress and other job-related meetings, and Substantial Completion and final payment inspections.

B. Prepare and submit monthly and final claims for reimbursement to Iowa Department of Transportation.

ATTACHMENT B
Specifications

Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2023, plus General Supplemental Specifications; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions; and the Owner's Communications Master Plan.

ATTACHMENT C (referenced from 3.1)
Specific Rate of Compensation

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the ***Consultant*** shall be paid fees not to exceed the maximum amount payable under this Agreement of $ 44,902.80.

The maximum amount payable will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the maximum amount payable will be by Supplemental Agreement.

A contingency amount of $ 4,082 has been established for this Agreement and is included in the maximum amount payable. Written request by the ***Consultant*** indicating the need and written approval by the ***Contract Administrator*** and concurrence from the Iowa DOT are needed prior to usage of the contingency amount.

The current schedule of billing rates are set forth in Attachment C-1. The ***Consultant*** may submit for approval of a revised rate schedule, once during the contract period. The revised rate schedule should be submitted to the ***Contract Administrator*** for approval and by the ***Contract Administrator's*** written approval it shall become a part of this Agreement.

3.1.1.2 Reimbursable Costs. The ***Consultant*** shall be reimbursed for direct non-salary costs which are directly attributable and properly allocable to the work. The ***Consultant*** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in the overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges, and materials and supplies.

Reimbursement of costs is limited to those that are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required.

3.1.1.3 Premium Overtime Pay. Not applicable.

3.1.1.4 Payments. Monthly payments for work completed shall be based on the services completed at the time of the billing and substantiated by monthly progress reports in a form that follows the specific rate schedule. The ***Contract Administrator*** will check such progress reports and payment will be made for the hours completed at each rate and for direct non-salary costs incurred during said month. The ***Owner*** shall retain from each monthly payment for construction inspection or construction administration services 3% of the amount due.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the ***Contract Administrator***.

Upon completion, delivery and acceptance of all work contemplated under this Agreement, the ***Consultant*** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. The ***Consultant*** agrees to reimburse the ***Owner*** for possible overpayment determined by final audit.

ATTACHMENT C-1
Cost Analysis Worksheet

Contract: Base Agreement
Project Number: STP-A-8155(785)—86-07

Task	CE III	CE IV	CE MGR	Total
	$139.70/hour	$173.80/hour	$182.40/hour	
Project Manager/Clerical	0	13	6.5	19.5
Process Pay Requests	8	1	0	9
Inspection	120	20	0	140
Prepare Change Orders	4	1	0	5
Document Materials	4	1	0	5
Monthly Progress Reports	8	1	0	9
Project Close-out/Audit	60	8	0	68
As-Built and Fiber Verifications	20	3	0	23
Total Hours	224	48	6.5	278.5
Total Manhour Cost	$31,292.80	$8,342.40	$1,185.60	$40,820.80
Contingency @ 10%				$4,082.00
Total Contract Cost				$44,902.80

CLASSIFICATION OF EMPLOYEE	Hourly Rate
Engineering Manager	$182.40
Civil Engineer IV	$173.80
Civil Engineer III	$139.70
Civil Engineering Intern II	$125.00
Civil Engineering Intern I	$115.00
Prof. Land Surveyor Manager	$165.00
Prof. Land Surveyor IV	$155.00
Prof. Land Surveyor III	$140.00
Technician II	$105.00
Technician I	$80.00

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

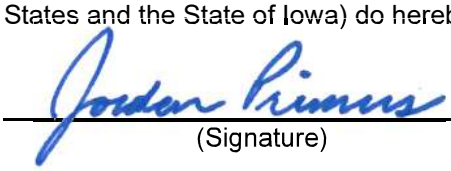
(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa

Black Hawk County County

I Jordan K. Primus, PE, Cedar Rapids Office General Manager of the

Willett, Hofmann and Associates, Inc., being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.



(Signature)

Subscribed and sworn to this 16th day of September (month), 2026 (year).

ATTACHMENT E

CERTIFICATION OF CONSULTANT

I hereby certify that I, Jordan K. Primus, PE, am the General Manager of the Cedar Rapids Office and duly authorized representative of the firm of Willett, Hofmann and Associates, Inc., whose address is 625 32nd Avenue SW, Cedar Rapids, Iowa 52404, and that neither the above firm nor I has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ***Consultant***) to solicit or secure this contract,
(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above ***Consultant***) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

Signature

9/16/2025
Date

ATTACHMENT F

CERTIFICATION OF OWNER

I hereby certify that I, Dave Boesen, am the Mayor and the duly authorized representative of the ***Owner***, andthat the above consulting firm or his representative has not been required, directly or indirectly as an express orimplied condition in connection with obtaining or carrying out this contract to:

(a) Employ or retain, or agree to employ or retain, any firm or person, or
(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____

Signature Date

ATTACHMENT G
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Consultant Name
Consultant Address
Consultant Address

Specific Rate Progressive Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
Labor Dollars			
Direct Expenses			
Mileage			
Per Diem			
CADD			
Estimated Actual Costs [Prime Only] (See Note 1)			
Subconsultants (including authorized contingency)			
Name			
Name			
Name			
Total			
Authorized Contingency			
Total Authorized Amount			
Total Billed To Date			
Remaining Authorized Balance			
Unauthorized Contingency			
Prime			
Subconsultant Name			
Subconsultant Name			
Labor Hours			

Note 1: Do not include Subconsultant Expenses. Include Labor Dollars and Direct Expenses for Prime Consultant only.

ATTACHMENT G
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Consultant Name
Consultant Address
Consultant Address

Specific Rate Final Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
Labor Dollars (2002)			
Labor Dollars (2001)			
Labor Dollars (2000)			
Labor Dollars (1999)			
Direct Expenses			
Mileage			
Per Diem			
CADD			
Estimated Actual Costs [Prime Only] (See Note 1)			
Subconsultants (including authorized contingency)			
Name			
Name			
Name			
Total			
Authorized Contingency			
Total Authorized Amount			
Total Billed To Date			
Remaining Authorized Balance			
Unauthorized Contingency			
Prime			
Subconsultant Name			
Subconsultant Name			
Labor Hours (2002)			
Labor Hours (2001)			
Labor Hours (2000)			
Labor Hours (1999)			

Note 1: Do not include Subconsultant Expenses. Include Labor Dollars and Direct Expenses for Prime Consultant only

ATTACHMENT G
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Specific Rate Final Invoice Instructions

- Employee Labor Hours and Dollars: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.

- Direct Expenses: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc.…) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc.…) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.

- Subconsultant: Final invoice requirements for subconsultants with specific rate contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.

ATTACHMENT H
Consultant Fee Proposal

Task	CE III	CE IV	CE MGR	Total
	$139.70/hour	$173.80/hour	$182.40/hour	
Project Manager/Clerical	0	13	6.5	19.5
Process Pay Requests	8	1	0	9
Inspection	120	20	0	140
Prepare Change Orders	4	1	0	5
Document Materials	4	1	0	5
Monthly Progress Reports	8	1	0	9
Project Close-out/Audit	60	8	0	68
As-Built and Fiber Verifications	20	3	0	23
Total Hours	224	48	6.5	278.5
Total Manhour Cost	$31,292.80	$8,342.40	$1,185.60	$40,820.80
Contingency @ 10%				$4,082.00
Total Contract Cost				$44,902.80

CLASSIFICATION OF EMPLOYEE	Hourly Rate
Engineering Manager	$182.40
Civil Engineer IV	$173.80
Civil Engineer III	$139.70
Civil Engineering Intern II	$125.00
Civil Engineering Intern I	$115.00
Prof. Land Surveyor Manager	$165.00
Prof. Land Surveyor IV	$155.00
Prof. Land Surveyor III	$140.00
Technician II	$105.00
Technician I	$80.00

ATTACHMENT J
DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

Resident Project Representative

A. CONSULTANT shall provide a Resident Project Representative ("RPR"), assistants, and other field staff to assist CONSULTANT in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit J may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Attachment A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of CONSULTANT in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. General: RPR is CONSULTANT's agent at the Site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with CONSULTANT and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of CONSULTANT.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with CONSULTANT concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:
   a. Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

   b. Assist CONSULTANT in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.

   c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.

6. Shop Drawings and Samples:
   a. Record date of receipt of Samples and approved Shop Drawings.

   b. Receive Samples which are furnished at the Site by Contractor, and notify

CONSULTANT of availability of Samples for examination.

c. Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.

8. Review of Work and Rejection of Defective Work:
   a. Conduct on-Site observations of Contractor's work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Startups:
   a. Consult with CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

   b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.

   c. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems startups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.

10. Records:
   a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

   b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.

   c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

   d. Maintain records for use in preparing Project documentation.

   e. Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.

11. Reports:
    a. Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Furnish to CONSULTANT and OWNER copies of all inspection, test, and system startup reports.

    d. Report immediately to CONSULTANT the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CONSULTANT for review and forwarding to OWNER prior to payment for that part of the Work.

14. Completion:
    a. Before CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

    b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

    c. Participate in a final inspection in the company of CONSULTANT, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

    d. Observe whether all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of CONSULTANT's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize OWNER to occupy the Project in whole or in part.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Traffic Operations Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with WHA, Inc., of Cedar Rapids, Iowa, in the amount of $44,902.80, in conjunction with the Ansborough Avenue CMAQ, Traffic Signal Fiber Optic Installation from Downing Avenue south 2.7 miles to Fischer Drive, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approving a Professional Services Agreement with WHA Inc. for construction engineering services.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

WHA Inc. will provide construction engineering services. They will oversee the project and provide reports to the Traffic Operations Director.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Grant funds and operating budget.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Ansborough Avenue CE Agreement_784

Contract No. **1709C25**
Owner Project No. **TOF-302**
Iowa DOT Project No. **STP-A-8155(784)—86-07**

Standard Consultant Contract

For Local Public Agency Consultant Contracts with Federal-aid Participation

This **AGREEMENT,** made as of the date of the last party's signature below, is by and

BETWEEN City of Waterloo, Iowa, the ***Owner***, located at:

City of Waterloo, Iowa
City Hall
715 Mulberry Street
Waterloo, IA 50703
Phone: (319) 291-4440

and Willett, Hofmann and Associates, Inc., the ***Consultant***, located at:

625 32nd Avenue SW
Cedar Rapids, IA 52404
Phone: (319) 378-1401
FAX: (319) 378-1975

For the following Project: Construction Phase Services for the Traffic Adaptive Signals and Fiber Optic Communications Upgrade, also known as: Ansborough Avenue CMAQ, Traffic Signal Fiber Optic Installation from Downing Avenue south 2.7 miles to Fischer Drive.

The ***Owner*** has decided to proceed with the Project, subject to the concurrence and approval of the Iowa Department of Transportation (Iowa DOT), and the Federal Highway Administration (FHWA), U.S. Department of Transportation (when applicable).

The ***Owner*** desires to employ the ***Consultant*** to provide construction observation and construction administration services to assist with the development and completion of the Project. The ***Consultant*** is willing to perform these services in accordance with the terms of this Agreement.

TABLE OF CONTENTS

Article Number And Description

1 Initial Information
- **1.1** Project Parameters
- **1.2** Financial Parameters
- **1.3** Project Team
- **1.4** Time Parameters

1.5 Minimum Qualification Standards

2 Entire Agreement, Required Guidance and Applicable Law
- **2.1** Entire Agreement of the Parties
- **2.2** Required Guidance
- **2.3** Applicable Law

3 Form of Compensation
- **3.1** Method of Reimbursement for the Consultant
- **3.2** Subconsultant's Responsibilities for Reimbursement

4 Terms and Conditions
- **4.1** Ownership of Engineering Documents
- **4.2** Subconsultant Contract Provisions and Flow Down
- **4.3** Consultant's Endorsement on Plans
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- **4.5** Additional Documents
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- **4.10** Current and Former Agency Employees (Conflicts of Interest)
- **4.11** Suspension of Work
- **4.12** Termination of Agreement
- **4.13** Right to Set-off
- **4.14** Assignment or Transfer
- **4.15** Access to Records
- **4.16** Iowa DOT and FHWA Participation
- **4.17** Nondiscrimination Requirements
- **4.18** Compliance with Title 49, Code of Federal Regulations, Part 26
- **4.19** Severability

Attachment A - Scope of Services
Attachment B - Specifications
Attachment C - Fees and Payments
Attachment C-1 – Cost Analysis Worksheet
Attachment D - Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Attachment E - Certification of Consultant
Attachment F - Certification of Owner
Attachment G - Sample Invoice Form
Attachment H - Consultant Fee Proposal
Attachment J - Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

ARTICLE 1 INITIAL INFORMATION

This Agreement is based on the following information and assumptions.

1.1 Project Parameters

The objective or use is: Perform construction-related services (construction administration, construction observation, and testing) in connection with the construction of the proposed improvements indicated in the final plans, specifications, and estimates.

1.2 Financial Parameters

1.2.1 Amount of the ***Owner's*** budget for the ***Consultant's*** compensation is:
$44,902.80.

1.2.2 Amount of the ***Consultant's*** budget for the subconsultants' compensation is:
$0.00

1.3 Project Team

1.3.1 The ***Owner's*** Designated Representative, identified as the ***Contract Administrator*** is:
Tina Schellhorn, Associate Traffic Engineer

The ***Contract Administrator*** is the authorized representative, acting as liaison officer for the ***Owner*** for purpose of coordinating and administering the work under the Agreement. The work under this Agreement shall at all times be subject to the general supervision and direction of the ***Contract Administrator*** and shall be subject to the ***Contract Administrator's*** approval.

1.3.2 The ***Consultant's*** Designated Representative is:
Jordan Primus, Cedar Rapids General Manager

1.3.3 The subconsultants retained at the ***Consultant's*** expense are identified in the following table:

Subconsultant	Amount Authorized	Maximum Amount Payable	Method of Payment
None			

1.4 Time Parameters

1.4.1 The ***Consultant*** shall begin work under this Agreement upon receipt of a written notice to proceed from the ***Owner***.

1.4.2 Milestones for completion of the work under this Agreement as follows:
Construction-related services shall be completed and accepted on or before July 31, 2026 or ninety (90) calendar days after the Project Contractor has submitted all required documentation to the Consultant (whichever is greater). The schedule is based on the Project Contractor starting Project construction no later than May 1, 2026 and utilizing a maximum of ninety (90) working days to substantially complete Project construction.

1.5 Minimum Qualification Standards (MQS)

1.5.1 The ***Consultant*** and their subconsultants are required to meet the Minimum Qualifications Standards (MQS) requirements of specified work categories as defined in the Iowa DOT's Policy and Procedure Manual (PPM), Policy No. 300.04, at the time of contract execution, and for the duration of the contract. Work under this contract will require the consultant team to meet the requirements of Work Category Traffic Operations Design, Traffic Operations Studies, Intelligent Transportation Systems. Failure to meet the requirements during the contract will result in cancellation of any remaining portion of the contract.

1.5.2 All services within this agreement shall be performed by the ***Consultant*** or subconsultant who

meets the MQS of the specified work categories as defined Iowa DOT PPM 300.04. If no work category exists for a particular service, normal methods of acceptance shall be used, such as experience, typical licensure, certification or registration, or seals of approval by others.

ARTICLE 2 ENTIRE AGREEMENT, REQUIRED GUIDANCE, AND APPLICABLE LAW

2.1 **Entire Agreement of the Parties**. This Agreement, including its attachments, represents the entire and integrated agreement between the ***Owner*** and the ***Consultant*** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both ***Owner*** and ***Consultant***. This Agreement comprises the documents listed as attachments in the Table of Contents. The work to be performed by the ***Consultant*** under this Agreement shall encompass and include all detail work, services, materials, equipment and supplies necessary to prepare and deliver the scope of services provided in Attachment A.

2.2 **Required Guidance.** All services shall be in conformity with the Specifications outlined in Attachment B, the Iowa Department of Transportation Federal-aid Project Development Guide, Instructional Memorandums to Local Public Agencies (I.M.s), and other standards, guides or policies referenced therein. In addition, applicable sections of the U.S. Department of Transportation Federal Aid Policy Guide (FAPG) shall be used as a guide in preparation of plans, specifications and estimates.

2.3 **Applicable Law.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the exclusive jurisdiction for the proceeding shall be brought in the Black Hawk County District Court of Iowa, Waterloo, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the ***Owner***. The ***Consultant*** shall comply with all Federal, State and local laws and ordinances applicable to the work performed under this Agreement.

ARTICLE 3 FORM OF COMPENSATION

3.1 **Method of Reimbursement for the Consultant.**

3.1.1 Compensation for the ***Consultant*** shall be computed in accordance with one of the following compensation methods, as defined in Attachment C:

.2 [ ] Lump Sum - Attachment C
.3 [X] Specific Rate of Compensation - Attachment C
.4 [ ] Unit Price - Attachment C
.5 [ ] Fixed Overhead Rate - Attachment C

3.1.2 When applicable, compensation for the subconsultant(s) shall be computed in accordance with one of the payment methods listed in section 3.1.1. Refer to section 1.3.3 for identification of the method of payment utilized in the subconsultant(s) contract. The compensation method utilized for each subconsultant shall be defined within the subconsultant contract to the ***Consultant***.

3.2 **Subconsultant's Responsibilities for Reimbursement.** The ***Consultant*** shall require the subconsultants (if applicable) to notify them if they at any time determine that their costs will exceed their estimated actual costs. The ***Consultant*** shall not allow the subconsultants to exceed their estimated actual costs without prior written approval of the ***Contract Administrator***. The prime ***Consultant*** is cautioned that cost under-runs associated with any subconsultant's contract are not available for use by the prime ***Consultant*** or other subconsultant unless the ***Contract Administrator***, Iowa DOT, and FHWA (when applicable) have given prior written approval.

ARTICLE 4 TERMS AND CONDITIONS

4.1 Ownership of Engineering Documents

4.1.1 All sketches, tracings, plans, specifications, reports on special studies and other data prepared under this Agreement shall become the property of the ***Owner*** and shall be delivered to the ***Contract Administrator*** upon completion of the plans or termination of the services of the ***Consultant***. There shall be no restriction or limitation on their future use by the ***Owner***, except any use on extensions of the project or on any other project without written verification or adaptation by the ***Consultant*** for the specific purpose intended will be the ***Owner's*** sole risk and without liability or legal exposure to the ***Consultant***.

4.1.2 The ***Owner*** acknowledges the ***Consultant's*** plans and specifications, including all documents on electronic media, as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the ***Owner*** upon completion of the services and payment in full of all moneys due to the ***Consultant***.

4.1.3 The ***Owner*** and the ***Consultant*** agree that any electronic files prepared by either party shall conform to the specifications listed in Attachment B. Any change to these specifications by either the ***Owner*** or the ***Consultant*** is subject to review and acceptance by the other party. Additional efforts by the ***Consultant*** made necessary by a change to the CADD software specifications shall be compensated for as Additional Services.

4.1.4 The ***Owner*** is aware that significant differences may exist between the electronic files delivered and the respective construction documents due to addenda, change orders or other revisions. In the event of a conflict between the signed construction documents prepared by the ***Consultant*** and electronic files, the signed construction documents shall govern.

4.1.5 The ***Owner*** may reuse or make modifications to the plans and specifications, or electronic files while agreeing to take responsibility for any claims arising from any modification or unauthorized reuse of the plans and specifications.

4.2 Subconsultant Contract Provisions and Flow Down

4.2.1 All provisions of this Agreement between the ***Owner*** and ***Consultant*** shall also apply to all subconsultants hired by the ***Consultant*** to perform work pursuant to this Agreement. It is the ***Consultant's*** responsibility to ensure all contracts between ***Consultant*** and its subconsultants contain all provisions required of Consultant in this Agreement. The only recognized exception to this requirement is under provision 3.1.2 when the subconsultant has a different method of reimbursement than the ***Consultant***.

4.2.2 The ***Consultant*** may not restrict communications between the ***Owner*** and any of the subconsultants. The ***Consultant*** will encourage open communication among the ***Owner***, the ***Consultant*** and the subconsultants.

4.3 *Consultant's* Endorsement on Plans. The ***Consultant*** and its subconsultants shall endorse and certify the completed project deliverables prepared under this Agreement, and shall affix thereto the seal of a professional engineer or architect (as applicable), licensed to practice in the State of Iowa, in accordance with the current Code of Iowa and Iowa Administrative Code.

4.4 Progress Meetings. From time to time as the work progresses, conferences will be held at mutually convenient locations at the request of the ***Contract Administrator*** to discuss details of the design and progress of the work. The ***Consultant*** shall prepare and present such information and studies as may be pertinent and necessary or as may be requested by the ***Contract Administrator***, to enable the ***Contract Administrator*** to pass judgment on the features and progress of the work.

4.5 Additional Documents. At the request of the ***Contract Administrator***, the ***Consultant*** shall furnish sufficient documents, or other data, in such detail as may be required for the purpose of review.

4.6 Revision of Work Product

4.6.1 Drafts of work products shall be reviewed by the ***Consultant*** for quality control and then be submitted to the ***Contract Administrator*** by the ***Consultant*** for review and comment. The comments received from the ***Contract Administrator*** and the reviewing agencies shall be incorporated by the ***Consultant*** prior to submission of the final work product by the ***Consultant***. Work products revised in accordance with review comments shall constitute "satisfactorily completed and accepted work." Requests for changes on work products by the ***Contract Administrator*** shall be in writing. In the event there are no comments from the ***Contract Administrator*** or reviewing agencies to be incorporated by the ***Consultant*** into the final work product, the ***Contract Administrator*** shall immediately notify the ***Consultant***, in writing, that the work product shall constitute "satisfactorily completed and accepted work."

4.6.2 In the event that the work product prepared by the ***Consultant*** is found to be in error and revision or reworking of the work product is necessary, the ***Consultant*** agrees that it shall do such revisions without expense to the ***Owner***, even though final payment may have been received. The ***Consultant*** must give immediate attention to these changes so there will be a minimum of delay to the project schedule. The above and foregoing is not to be construed as a limitation of the ***Owner's*** right to seek recovery of damages for negligence on the part of the ***Consultant*** herein.

4.6.3 Should the ***Contract Administrator*** find it desirable to have previously satisfactorily completed and accepted work product or parts thereof revised, the ***Consultant*** shall make such revisions if requested and directed by the ***Contract Administrator*** in writing. This work will be paid for as provided in Article 4.7.

4.7 Extra Work. If the ***Consultant*** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement, and constitutes "Extra Work," it shall promptly notify the ***Contract Administrator*** in writing to that effect. In the event that the ***Contract Administrator*** determines that such work does constitute "Extra Work", the ***Consultant*** shall promptly develop a scope and budget for the extra work and submit it to the ***Contract Administrator***. The ***Owner*** will provide extra compensation to the ***Consultant*** upon the basis of actual costs plus a fixed fee amount, or at a negotiated lump sum. The ***Consultant*** shall not proceed with "Extra Work" without prior written approval from the ***Owner*** and concurrence from the Iowa DOT. Prior to receipt of a fully executed Supplemental Agreement and written Notice to Proceed, any cost incurred that exceeds individual task costs, or estimated actual cost, or the maximum amount payable is at the ***Consultant's*** risk. The ***Owner*** has the right, at its discretion, to disallow those costs. However, the ***Owner*** shall have benefit of the service rendered.

4.8 Extension of Time. The time for completion of each phase of this Agreement shall not be extended because of any delay attributed to the ***Consultant***, but may be extended by the ***Contract Administrator*** in the event of a delay attributed to the ***Owner*** or the ***Contract Administrator***, or because of unavoidable delays beyond the reasonable control of the ***Consultant.***

4.9 Responsibility For Claims And Liability

4.9.1 The ***Consultant*** agrees to defend, indemnify, and hold the ***Owner***, the State of Iowa, the Iowa DOT, their agents, employees, representatives, assigns and successors harmless for any and all liabilities, costs, demands, losses, claims, damages, expenses, or attorneys' fees, including any stipulated damages or penalties, which may be suffered by the ***Owner*** as the result of, arising out of, or related to, the negligence, negligent errors or omissions, gross negligence, willfully wrongful misconduct, or breach of any covenant or warranty in this Agreement of or by the ***Consultant*** or any of its employees, agents, directors, officers, subcontractors or subconsultants, in connection with this Agreement.

4.9.2 The ***Consultant*** shall obtain and keep in force insurance coverage for professional liability (errors and omissions) with a minimum limit of $1,000,000 per claim and in the aggregate, and all such other insurance required by law. Proof of ***Consultant's*** insurance for professional liability coverage and all such other insurance required by law will be provided to the ***Owner*** at the time the contract is executed and upon each insurance coverage renewal.

4.10 Current and Former Agency Employees (Conflicts of Interest)

The ***Consultant*** shall not engage the services of any current employee of the ***Owner*** or the Iowa DOT unless it obtains the approval of the ***Owner*** or the Iowa DOT, as applicable, and it does not create a

conflict of interest under the provisions of Iowa Code section 68B.2A. The ***Consultant*** shall not engage the services of a former employee of the ***Owner*** or the Iowa DOT, as applicable, unless it conforms to the two-year ban outlined in Iowa Code section 68B.7. Similarly, the ***Consultant*** shall not engage the services of current or former FHWA employee without prior written consent of the FHWA, and the relationship meets the same requirements for State and local agency employees set forth in the above-referenced Iowa Code sections and the applicable Federal laws, regulations, and policies.

4.11 Suspension of Work under this Agreement

4.11.1 The right is reserved by the ***Owner*** to suspend the work being performed pursuant to this Agreement at any time. The ***Contract Administrator*** may effect such suspension by giving the ***Consultant*** written notice, and it will be effective as of the date established in the suspension notice. Payment for the ***Consultant's*** services will be made by the ***Owner*** to the date of such suspension, in accordance with the applicable provisions in Article **4.12.2** or Article **4.12.3** below.

4.11.2 Should the ***Owner*** wish to reinstate the work after notice of suspension, such reinstatement may be accomplished by thirty (30) days' written notice within a period of one year after such suspension, unless this period is extended by written consent of the ***Consultant***.

4.11.3 In the event the ***Owner*** suspends the work being performed pursuant to this Agreement the ***Consultant*** with approval from the ***Contract Administrator***, has the option, after 180 days to terminate the contract.

4.12 Termination of Agreement

4.12.1 The right is reserved by the ***Owner*** to terminate this Agreement at any time and for any reason upon not less than thirty (30) days written notice to the ***Consultant***.

4.12.2 In the event the Agreement is terminated by the ***Owner*** without fault on the part of the ***Consultant***, the ***Consultant*** shall be paid for the reasonable and necessary work performed or services rendered and delivered up to the effective date or time of termination. The value of the work performed and services rendered and delivered, and the amount to be paid shall be mutually satisfactory to the ***Contract Administrator*** and to the ***Consultant***. The ***Consultant*** shall be paid a portion of the fixed fee, plus actual costs, as identified in Attachment C. Actual costs to be reimbursed shall be determined by audit of such costs to the date established by the ***Contract Administrator*** in the termination notice, except that actual costs to be reimbursed shall not exceed the Maximum Amount Payable.

4.12.3 In the event the Agreement is terminated by the ***Owner*** for fault on the part of the ***Consultant***, the ***Consultant*** shall be paid only for work satisfactorily performed and delivered to the ***Contract Administrator*** up to the date established by the termination notice. After audit of the ***Consultant's*** actual costs to the date established by the ***Contract Administrator*** in the termination notice and after determination by the ***Contract Administrator*** of the amount of work satisfactorily performed, the ***Contract Administrator*** shall determine the amount to be paid to the ***Consultant***.

4.12.4 This Agreement will be considered completed when the scope of the project has progressed sufficiently to make it clear that construction has been completed, and all required documentation has been filed with the Iowa DOT. The Project has been officially accepted by the Iowa DOT as complete, including the completion of any applicable audits.

4.13 Right to Set-off. In the event that the ***Consultant*** owes the ***Owner*** any sum under the terms of this Contract, the ***Owner*** may set off the sum owed to the ***Owner*** against any sum owed by the ***Owner*** to the ***Consultant*** under any other contract or matter in the ***Owner's*** sole discretion, unless otherwise required by law. The ***Consultant*** agrees that this provision constitutes proper and timely notice of the ***Owner's*** intent to utilize any right of set-off.

4.14 Assignment or Transfer. The ***Consultant*** is prohibited from assigning or transferring all or a part of its interest in this Agreement, unless written consent is obtained from the ***Contract Administrator*** and concurrence is received from the Iowa DOT and FHWA, if applicable.

4.15 Access to Records. The ***Consultant*** is to maintain all books, documents, papers, accounting records

and other evidence pertaining to this Agreement and to make such materials available at their respective offices at all reasonable times during the agreement period, and for three years from the date of final closure of the Federal-aid project with FHWA, for inspection and audit by the ***Owner***, the Iowa DOT, the FHWA, or any authorized representatives of the Federal Government; and copies thereof shall be furnished, if requested.

4.16 Iowa DOT and FHWA Participation. The work under this Agreement is contingent upon and subject to the approval of the Iowa DOT and FHWA, when applicable. The Iowa DOT and FHWA shall have the right to participate in the conferences between the ***Consultant*** and the ***Owner***, and to participate in the review or examination of the work in progress as well as any final deliverable.

4.17 Nondiscrimination Requirements.

4.17.1 During the performance of this Agreement, the ***Consultant*** agrees to comply with the regulations of the U.S. Department of Transportation, contained in Title 49, Code of Federal Regulations, Part 21, and the Code of Iowa, Chapter 216. The ***Consultant*** will not discriminate on the grounds of age, race, creed, color, sex, sexual orientation, national origin, religion, or disability in its employment practices, in the selection and retention of subconsultants, and in its procurement of materials and leases of equipment.

4.17.2 In all solicitations, either by competitive bidding or negotiation made by the ***Consultant*** for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the ***Consultant*** of the ***Consultant's*** obligation under this contract and the regulations relative to nondiscrimination on the grounds of age, race, creed, color, sex, sexual orientation, national origin, religion, or disability.

4.17.3 In the event of the ***Consultant's*** noncompliance with the nondiscrimination provisions of this Agreement, the ***Owner*** shall impose such contract sanctions as it, the Iowa DOT, or the FHWA may determine to be appropriate, including, but not limited to withholding of payments to the ***Consultant*** under the Agreement until the ***Consultant*** complies, or the Agreement is otherwise suspended or terminated.

4.17.4 The ***Consultant*** shall comply with the following provisions of Appendix A of the U.S. DOT Standard Assurances:

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

1. Compliance with Regulations: The ***Consultant*** shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT') Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The ***Consultant***, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subconsultants, including procurement of materials and leases of equipment. The ***Consultant*** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the ***Consultant*** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the ***Consultant*** of the ***Consultant***'s obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The ***Consultant*** shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records,

accounts, other sources of information, and its facilities as may be determined by the ***Owner***, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a ***Consultant*** is in the exclusive possession of another who fails or refuses to furnish this information the ***Consultant*** shall so certify to the ***Owner***, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the ***Consultant***'s noncompliance with the nondiscrimination provisions of this contract, the ***Owner*** shall impose such contract sanctions as it, the Iowa Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the ***Consultant*** under the contract until the ***Consultant*** complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The ***Consultant*** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The ***Consultant*** shall take such action with respect to any subcontract or procurement as the ***Owner***, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that, in the event a ***Consultant*** becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the ***Consultant*** may request the ***Owner*** or the Iowa Department of Transportation to enter into such litigation to protect the interests of the ***Owner*** or the Iowa Department of Transportation; and, in addition, the ***Consultant*** may request the United States to enter into such litigation to protect the interests of the United States.

4.18 Compliance with Title 49, Code of Federal Regulations, Part 26

4.18.1 The ***Consultant*** agrees to ensure that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard the ***Consultant*** and all of its subconsultants shall take all necessary and reasonable steps in compliance with the Iowa DOT DBE Program to ensure disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

4.18.2 The ***Consultant*** shall pay its subconsultants for satisfactory performance of their work no later than 30 days from receipt of each payment it receives from the ***Owner*** for such work. If the ***Owner*** holds retainage from the ***Consultant***, the ***Consultant*** may also withhold retainage from its subconsultant(s). If retainage is withheld from a subconsultant, full payment of such retainage shall be made within 30 days after the subconsultant's work is satisfactorily completed.

4.18.3 Upon notification to the ***Consultant*** of its failure to carry out the requirements of this Article, the ***Owner***, the Iowa DOT, or the FHWA may impose sanctions which may include termination of the Agreement or other measures that may affect the ability of the ***Consultant*** to obtain future U.S. DOT financial assistance. The ***Consultant*** is hereby advised that failure to fully comply with the requirements of this Article shall constitute a breach of contract and may result in termination of this Agreement by the ***Owner*** or such remedy as the ***Owner***, Iowa DOT or the FHWA deems appropriate, which may include, but is not limited to:

1. withholding monthly progress payments;
2. assessing sanctions;
3. liquidated damages; and / or

4.19 Severability. If any section, provision or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials thereunto duly authorized as of the dates below.

Willett, Hofmann and Associates, Inc.

By _____ Date: 9/16/2025

Jordan K. Primus, PE
Cedar Rapids Office General Manager

ATTEST:

By _____ Date: Sept. 16, 2025

CITY OF WATERLOO, IOWA

By _____ Date: _____

Dave Boesen
Mayor

IOWA DEPARTMENT OF TRANSPORTATION
Accepted for FHWA Authorization*

By _____ Date: _____

Name _____

Title _____

* The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this Agreement is acceptable for FHWA authorization of Federal funds.

ATTACHMENT A
Scope of Services

It is understood by the ***Owner*** and the ***Consultant*** that the level and frequency of Progress Reporting shall be mutually established for each project, taking into account the complexity and duration of the work to be performed. For this specific project it is agreed that progress reporting will be provided on a monthly basis.

It is understood by the ***Owner*** and the ***Consultant*** that the task detail associated with the 85% budget notification shall be mutually established for each project in relation to the complexity and duration of the work to be performed. For this specific project it is agreed that all work contemplated in the agreement will be considered as one task(s). It is further agreed that the 85% budget notification requirements will be required for this Agreement based on the volume of work assigned, duration, complexity, and rate of progress anticipated on the project.

The ***Consultant*** will monitor and review updates to the Iowa DOT's Instructional Memorandums (I.M.s), Road Design Manual, Standard Road Plans, Road Design Details. Updates requiring no additional effort on the part of the ***Consultant*** will be incorporated into the work by the ***Consultant***. If the ***Consultant*** is of the opinion additional effort will be required, the ***Consultant*** will so notify the ***Contract Administrator***, in accordance with Paragraph 4.7. The ***Contract Administrator*** will provide written approval or disapproval for the ***Consultant*** to incorporate said update into the work and indicate how payment for such work will be addressed.

Scope of Services
The scope of services to be performed by the ENGINEER shall be completed in accordance with generally accepted standards of practice and shall include the services and supplies to perform tasks listed below.

I. Project Management - Project Management will involve managing the scope, schedule, and budget for the Project. It will involve overseeing and directing the members of the Project Team including ENGINEER's staff and ENGINEER's Consultants. It will include ongoing communications with the OWNER (correspondence, phone calls, etc.) and the preparation and submittal of monthly invoices to the OWNER for reimbursement of costs and fees.

A. Track Project Schedule – This task involves tracking the project schedule throughout the length of the construction-related services phase. This will be done to determine if the performance of the construction-related services is in conformance with the project schedule.

This task includes the preparation of written instructions for project staff providing background, names of contacts, communications procedures, responsibilities, schedule and budget information, and other important elements for the project. This task also includes the development of a graphic project schedule indicating critical dates, milestones, and deliverables and the preparation of a detailed work plan with specific staff assignments, by task, corresponding to the schedule.

B. Monitor Project Scope – This task involves monitoring the project scope throughout the length of the construction-related services phase. This will be done to identify needed services that are not included in the scope of the construction-related services contract. ENGINEER will make the OWNER representative aware of potential change orders to the construction-related services contract before the additional services are performed.

C. Consultant Management – This task involves the preparation of subcontracts and work orders for ENGINEER's Consultants. This task also includes monitoring ENGINEER's Consultant activities, reviewing ENGINEER's Consultant invoices, and submitting to the OWNER for payment. This task also includes reviewing ENGINEER's Consultant work for technical accuracy and conformance with project requirements. The Consultants that are anticipated are:
- Communications Engineering Company

D. Quality Control Plan – This task involves establishment of review and checking procedures for Project deliverables. The ENGINEER will designate responsibility for implementation of the plan.

II. Construction-Related Services

A. The ENGINEER shall perform construction administration for the OWNER during the Construction Phase of the Project. The ENGINEER shall perform nearly full-time construction observation for

the OWNER during the Construction Phase of the Project.

1. General Administration of Construction Contract – Consult with OWNER and act as OWNER's representative. The extent and limitations of the duties, responsibilities and authority of ENGINEER as assigned shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER, who shall have authority to act on behalf of OWNER in dealings with Contractor to the extent provided in this Agreement except as otherwise provided in writing.

2. Resident Project Representative (RPR) – Provide the services of an RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Attachment J. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.

3. Pre-Construction Conference – Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

4. Visits to Site and Observation of Construction – In connection with observations of Contractor's work in progress while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations by ENGINEER, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and such observations, ENGINEER will determine, in general, if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

    b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

5. Defective Work – Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

6. Clarifications and Interpretations; Field Orders – Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

7. Change Orders and Work Change Directives – Recommend Change Orders and Work Change Directives to OWNER, as appropriate, and prepare Change Orders and Work Change Directives as required.

8. Shop Drawings and Samples – Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet any Contractor's submittal schedule that has earlier been acceptable to ENGINEER.

9. Substitutes and "or-equal." – Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

10. Inspections and Tests – Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.

11. Disagreements between OWNER and Contractor – Render formal written decisions on all claims of OWNER and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

12. Applications for Payment – Based on ENGINEER's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that ENGINEER recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute ENGINEER's representation to OWNER, based on such observations and review, that, to the best of ENGINEER's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is ENGINEER's responsibility to observe Contractor's work. In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Contract Documents).

    b. By recommending any payment, ENGINEER shall not thereby be deemed to have represented that observations made by ENGINEER to check the quality or quantity

of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents. Neither ENGINEER's review of Contractor's work for the purposes of recommending payments nor ENGINEER's recommendation of any payment including final payment will impose on ENGINEER responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to OWNER free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between OWNER and Contractor that might affect the amount that should be paid.

13. Contractor's Completion Documents.

    a. Receive and review maintenance and operating instructions, schedules, and guarantees.

    b. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.

    c. ENGINEER shall transmit these documents to OWNER.

14. Substantial Completion – Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with OWNER and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of OWNER, ENGINEER considers the Work Substantially Complete, ENGINEER shall deliver a certificate of Substantial Completion to OWNER and Contractor.

15. Additional Tasks. Perform or provide the following additional Construction Phase tasks or deliverables:

    a. Attend weekly (or bi-monthly, if appropriate) progress meetings with Contractor and prepare and circulate copies of minutes.

    b. Reviewing the field testing documentation (attenuation, continuity, OTDR testing, etc.) required to be provided by the Contractor, per the Special Provisions; and performing random "re-testing" of the required field tests to be performed by the Contractor (roughly 5% of those tests) to double-check / verify the Contractor's test results.

    c. Prepare and furnish to OWNER Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

    d. Provide one reproducible and correctable printed copy of as-built record drawings and electronic disk in AutoCAD format of the as-built record drawings.

    e. Assemble necessary documentation for and assist Iowa Department of Transportation with post-construction final Project review and materials audit. Submit necessary documents for final Project review, materials audit, and Project

close-out to applicable regulatory agencies upon completion of construction.

16. Final Notice of Acceptability of the Work – Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. Duration of Construction Phase – The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by ENGINEER for final payment to Contractors. If the Project involves more than one prime contract, Construction Phase services may be rendered at different times in respect to the separate contracts.

C. Limitation of ENGINEER's Authority and Responsibilities – Neither ENGINEER's authority or responsibility under this Agreement or under any other provision of the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by ENGINEER shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by ENGINEER to CONTRAC¬TOR, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

The limitations upon authority and responsibility set forth above shall also apply to ENGINEER's Consultants, Resident Project Representative, and assistants.

III. Deliverables

A. ENGINEER Deliverables

1. Minutes of project review meetings to meeting attendees.
2. Monthly progress reports (submitted with project invoices) to OWNER.
3. The deliverables indicated in Exhibit J to OWNER and/or Iowa DOT, as appropriate.

V. Owner's Responsibilities

MATERIAL AND INFORMATION TO BE PROVIDED BY THE OWNER:

The OWNER shall provide the following material and information related to the project:

A. PDF files of GIS data (or photocopies) of sewer utility records, water utility records, storm sewer utility records, traffic signal records, miscellaneous utility records (as available), and record drawings for adjacent improvements, if needed.

B. Site plans for adjacent properties, if needed.

C. Permit applications that are only available from the OWNER that are necessary to commence with the construction of the proposed improvements.

TASKS TO BE PERFORMED BY THE OWNER:

The OWNER shall perform the following tasks related to the project:

A. Attend pre-construction conference, construction progress and other job-related meetings, and Substantial Completion and final payment inspections.

B. Prepare and submit monthly and final claims for reimbursement to Iowa Department of Transportation.

ATTACHMENT B
Specifications

Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2023, plus General Supplemental Specifications; and applicable Supplemental Specifications, Developmental Specifications, and Special Provisions; and the Owner's Communications Master Plan.

ATTACHMENT C (referenced from 3.1)
Specific Rate of Compensation

3.1.1 FEES AND PAYMENTS

3.1.1.1 Fees. For full and complete compensation for all work, materials, and services furnished under the terms of this Agreement, the ***Consultant*** shall be paid fees not to exceed the maximum amount payable under this Agreement of $ 44,902.80.

The maximum amount payable will not be changed unless there is a substantial change in the magnitude, scope, character, or complexity of the services from those covered in this Agreement. Any change in the maximum amount payable will be by Supplemental Agreement.

A contingency amount of $ 4,082 has been established for this Agreement and is included in the maximum amount payable. Written request by the ***Consultant*** indicating the need and written approval by the ***Contract Administrator*** and concurrence from the Iowa DOT are needed prior to usage of the contingency amount.

The current schedule of billing rates are set forth in Attachment C-1. The ***Consultant*** may submit for approval of a revised rate schedule, once during the contract period. The revised rate schedule should be submitted to the ***Contract Administrator*** for approval and by the ***Contract Administrator's*** written approval it shall become a part of this Agreement.

3.1.1.2 Reimbursable Costs. The ***Consultant*** shall be reimbursed for direct non-salary costs which are directly attributable and properly allocable to the work. The ***Consultant*** will be required to submit a detailed listing of direct non-salary costs incurred and certify that such costs are not included in the overhead expense pool. These costs may include travel and subsistence, reproductions, computer charges, and materials and supplies.

Reimbursement of costs is limited to those that are attributable to the specific work covered by this Agreement and allowable under the provisions of the Code of Federal Regulations (CFR), Title 48, Federal Acquisition Regulation System, Subchapter E., Part 30 (when applicable), and Part 31, Section 31.105 and Subpart 31.2. In addition to Title 48 requirements, for meals to be eligible for reimbursement, an overnight stay will be required.

3.1.1.3 Premium Overtime Pay. Not applicable.

3.1.1.4 Payments. Monthly payments for work completed shall be based on the services completed at the time of the billing and substantiated by monthly progress reports in a form that follows the specific rate schedule. The ***Contract Administrator*** will check such progress reports and payment will be made for the hours completed at each rate and for direct non-salary costs incurred during said month. The ***Owner*** shall retain from each monthly payment for construction inspection or construction administration services 3% of the amount due.

Invoices shall clearly identify the beginning and ending dates of the prime's and subconsultant's billing cycles. All direct and indirect costs incurred during the billing cycle shall be invoiced. Costs incurred from prior billing cycles and previously not billed, will not be allowed for reimbursement unless approved by the ***Contract Administrator***.

Upon completion, delivery and acceptance of all work contemplated under this Agreement, the ***Consultant*** shall submit one complete invoice statement of costs incurred and amounts earned. Payment of 100% of the total cost claimed, inclusive of retainage, if applicable, will be made upon receipt and review of such claim. The ***Consultant*** agrees to reimburse the ***Owner*** for possible overpayment determined by final audit.

ATTACHMENT C-1
Cost Analysis Worksheet

Contract Base Agreement
Project Number: STP-A-8155(784)—86-07

Task	CE III	CE IV	CE MGR	Total
	$139.70/hour	$173.80/hour	$182.40/hour	
Project Manager/Clerical	0	13	6.5	19.5
Process Pay Requests	8	1	0	9
Inspection	120	20	0	140
Prepare Change Orders	4	1	0	5
Document Materials	4	1	0	5
Monthly Progress Reports	8	1	0	9
Project Close-out/Audit	60	8	0	68
As-Built and Fiber Verifications	20	3	0	23
Total Hours	224	48	6.5	278.5
Total Manhour Cost	$31,292.80	$8,342.40	$1,185.60	$40,820.80
Contingency @ 10%				$4,082.00
Total Contract Cost				$44,902.80

CLASSIFICATION OF EMPLOYEE	Hourly Rate
Engineering Manager	$182.40
Civil Engineer IV	$173.80
Civil Engineer III	$139.70
Civil Engineering Intern II	$125.00
Civil Engineering Intern I	$115.00
Prof. Land Surveyor Manager	$165.00
Prof. Land Surveyor IV	$155.00
Prof. Land Surveyor III	$140.00
Technician II	$105.00
Technician I	$80.00

ATTACHMENT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person" "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the definitions and coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State Antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application /proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

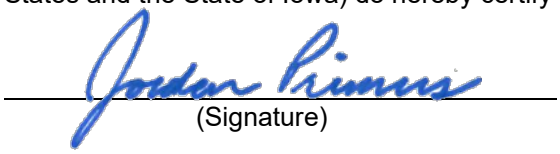
(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

State of Iowa

Black Hawk County County

I Jordan K. Primus, PE, Cedar Rapids Office General Manager of the

Willett, Hofmann and Associates, Inc., being duly sworn (or under penalty of perjury under the laws of the United States and the State of Iowa) do hereby certify that the above Statements are true and correct.



(Signature)

Subscribed and sworn to this 16th day of September (month), 2026 (year).

ATTACHMENT E

CERTIFICATION OF CONSULTANT

I hereby certify that I, Jordan K. Primus, PE, am the General Manager of the Cedar Rapids Office and duly authorized representative of the firm of Willett, Hofmann and Associates, Inc., whose address is 625 32nd Avenue SW, Cedar Rapids, Iowa 52404, and that neither the above firm nor I has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above ***Consultant***) to solicit or secure this contract,
(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
(c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above ***Consultant***) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable, State and Federal laws, both criminal and civil.

Signature

9/16/2025
Date

ATTACHMENT F

CERTIFICATION OF OWNER

I hereby certify that I, Dave Boesen, am the Mayor and the duly authorized representative of the ***Owner***, andthat the above consulting firm or his representative has not been required, directly or indirectly as an express orimplied condition in connection with obtaining or carrying out this contract to:

(a) Employ or retain, or agree to employ or retain, any firm or person, or
(b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the to the Iowa Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

ATTACHMENT G
Page 6

Consultant Name
Consultant Address
Consultant Address

Specific Rate Progressive Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
Labor Dollars			
Direct Expenses			
Mileage			
Per Diem			
CADD			
Estimated Actual Costs [Prime Only] (See Note 1)			
Subconsultants (including authorized contingency)			
Name			
Name			
Name			
Total			
Authorized Contingency			
Total Authorized Amount			
Total Billed To Date			
Remaining Authorized Balance			
Unauthorized Contingency			
Prime			
Subconsultant Name			
Subconsultant Name			
Labor Hours			

Note 1: Do not include Subconsultant Expenses. Include Labor Dollars and Direct Expenses for Prime Consultant only.

ATTACHMENT G
Page 7

Consultant Name
Consultant Address
Consultant Address

Specific Rate Final Invoice

Date

Invoice No.
Invoice Period Covered
Consultant Job No.

Client Project No.
County
Client Project Description
Client Contract No.

	Contract Estimate	Cumulative To Date	Current Period
Labor Dollars (2002)			
Labor Dollars (2001)			
Labor Dollars (2000)			
Labor Dollars (1999)			
Direct Expenses			
Mileage			
Per Diem			
CADD			
Estimated Actual Costs [Prime Only] (See Note 1)			
Subconsultants (including authorized contingency)			
Name			
Name			
Name			
Total			
Authorized Contingency			
Total Authorized Amount			
Total Billed To Date			
Remaining Authorized Balance			
Unauthorized Contingency			
Prime			
Subconsultant Name			
Subconsultant Name			
Labor Hours (2002)			
Labor Hours (2001)			
Labor Hours (2000)			
Labor Hours (1999)			

Note 1: Do not include Subconsultant Expenses. Include Labor Dollars and Direct Expenses for Prime Consultant only

ATTACHMENT G
Page 8

Specific Rate Final Invoice Instructions

- Employee Labor Hours and Dollars: A final cumulative job cost report that shows a breakdown of labor by fiscal year, employee name, employee labor hours and employee labor rate is required. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.

- Direct Expenses: A final cumulative job cost report that shows a breakdown of direct expenses by specific item (mileage, CADD, per diem, etc.…) by fiscal year is required. Direct expense items charged should identify the number of units (miles, hours, prints, copies, feet, etc.…) and the rate applied by fiscal year. In lieu of a final job cost report, a summary of the aforementioned information is needed. The summary should be supported by monthly job cost detail.

- Subconsultant: Final invoice requirements for subconsultants with specific rate contracts are the same as the requirements for the prime consultant. It is the prime consultant's responsibility to assure such an invoice is acquired and attached to the prime's final invoice.

ATTACHMENT H
Consultant Fee Proposal

Task	CE III	CE IV	CE MGR	Total
	$139.70/hour	$173.80/hour	$182.40/hour	
Project Manager/Clerical	0	13	6.5	19.5
Process Pay Requests	8	1	0	9
Inspection	120	20	0	140
Prepare Change Orders	4	1	0	5
Document Materials	4	1	0	5
Monthly Progress Reports	8	1	0	9
Project Close-out/Audit	60	8	0	68
As-Built and Fiber Verifications	20	3	0	23
Total Hours	224	48	6.5	278.5
Total Manhour Cost	$31,292.80	$8,342.40	$1,185.60	$40,820.80
Contingency @ 10%				$4,082.00
Total Contract Cost				$44,902.80

CLASSIFICATION OF EMPLOYEE	Hourly Rate
Engineering Manager	$182.40
Civil Engineer IV	$173.80
Civil Engineer III	$139.70
Civil Engineering Intern II	$125.00
Civil Engineering Intern I	$115.00
Prof. Land Surveyor Manager	$165.00
Prof. Land Surveyor IV	$155.00
Prof. Land Surveyor III	$140.00
Technician II	$105.00
Technician I	$80.00

ATTACHMENT J
DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

Resident Project Representative

A. CONSULTANT shall provide a Resident Project Representative ("RPR"), assistants, and other field staff to assist CONSULTANT in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit J may provide full time representation or may provide representation to a lesser degree.

B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific limitations set forth in Attachment A of the Agreement are applicable.

C. The duties and responsibilities of the RPR are limited to those of CONSULTANT in the Agreement with the OWNER and in the Contract Documents, and are further limited and described as follows:

1. General: RPR is CONSULTANT's agent at the Site, will act as directed by and under the supervision of CONSULTANT, and will confer with CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with CONSULTANT and Contractor, keeping OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with OWNER with the knowledge of and under the direction of CONSULTANT.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with CONSULTANT concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:
   a. Serve as CONSULTANT's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

   b. Assist CONSULTANT in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.

   c. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to CONSULTANT when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by CONSULTANT.

6. Shop Drawings and Samples:
   a. Record date of receipt of Samples and approved Shop Drawings.

   b. Receive Samples which are furnished at the Site by Contractor, and notify

CONSULTANT of availability of Samples for examination.

c. Advise CONSULTANT and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by CONSULTANT.

7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to CONSULTANT. Transmit to Contractor in writing decisions as issued by CONSULTANT.

8. Review of Work and Rejection of Defective Work:
   a. Conduct on-Site observations of Contractor's work in progress to assist CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to CONSULTANT whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise CONSULTANT of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Startups:
   a. Consult with CONSULTANT in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

   b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.

   c. Observe, record, and report to CONSULTANT appropriate details relative to the test procedures and systems startups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to CONSULTANT.

10. Records:
   a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

   b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.

   c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

   d. Maintain records for use in preparing Project documentation.

   e. Upon completion of the Work, furnish original set of all RPR Project documentation to CONSULTANT.

11. Reports:
    a. Furnish to CONSULTANT periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to CONSULTANT proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Furnish to CONSULTANT and OWNER copies of all inspection, test, and system startup reports.

    d. Report immediately to CONSULTANT the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

12. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CONSULTANT for review and forwarding to OWNER prior to payment for that part of the Work.

14. Completion:
    a. Before CONSULTANT issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

    b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

    c. Participate in a final inspection in the company of CONSULTANT, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

    d. Observe whether all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of CONSULTANT's authority as set forth in the Agreement or the Contract Documents.

3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of OWNER or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by CONSULTANT.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize OWNER to occupy the Project in whole or in part.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Waste Management Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with the Iowa Department of Transportation, effective March 2, 2026, in the amount of $135.30 per month with an annual 2.5 percent automatic increase over the next five years, and authorizing the Mayor and City Clerk to execute said agreement.

RECOMMENDED COUNCIL ACTION

Approve the Service Agreement with the Iowa Department of Transportation (IDOT), for the City of Waterloo Waste Management Services Department to provide service to the storm water pump station for a groundwater suppression system along U.S. 63 at the northeast corner of the railroad overpass, with an effective date of March 2, 2026.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Basic City Services: City shall, at least once per week, inspect the Pump Station by qualified personnel from its Waste Management Services Department and will notify the IDOT of any unusual operations or the status of pending issues.
Additional Services: City shall respond to Pump Station alarms in as timely a manner as possible. On an as-needed basis, City shall provide other occasional services as IDOT may request, including but not limited to those services as are reasonably necessary to ensure proper maintenance and operation of the Pump Station.
Charges: The charge for Basic Services shall be $135.30 per month for calendar year 2026, which includes applicable sales tax. Effective January 1 of each calendar year thereafter, the Basic Services shall increase by 2.5% without necessity of notice to IDOT. For Additional Services IDOT will be charged for City equipment use at the current rate posted by City or at the rate incurred by City should rental equipment be required, as applicable, and IDOT will be charged for City personnel time at the rate posted by City, including the benefit rate and applicable overtime rate.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. HWY 63 PUMP STATION - IDOT MAINTENANCE AGREEMENT

County	Black Hawk
City	Waterloo
Project No.	NHSX-063-6(96)--3H-07
Iowa DOT Agreement No.	2025-16-089
Staff Action No.	

SERVICE AGREEMENT

This Service Agreement (hereinafter "Agreement") is entered into as of, March 2, 2026 by and between the Iowa Department of Transportation (hereinafter "IDOT") and the city of Waterloo, Iowa (hereinafter "CITY"); and

WHEREAS, IDOT has installed a storm water pump station (hereinafter "Pump Station") for a groundwater suppression system along U.S. 63 at the northeast corner of the railroad overpass, as shown on Exhibit A, to maintain groundwater levels at or near preconstruction levels along U.S. 63 in the Dane Street to Newell Street area. The Pump Station has been installed on CITY right of way (hereinafter "Property"); and

WHEREAS, IDOT and the CITY previously entered into the following agreements for the above referenced project: Agreement No. 2015-4-115 for preconstruction of the U.S. 63 corridor improvements was executed by the CITY and IDOT on September 19, 2016 and September 29, 2016 respectively; and Agreement No. 2023-16-082 for additional improvements along the U.S. 63 corridor was executed by the CITY and IDOT on May 1, 2023 and May 8, 2023 respectively; and

WHEREAS, the CITY and IDOT agree that prior to the CITY transferring Property to a third party, IDOT will be notified and access agreements will be determined at that time; and

WHEREAS, IDOT has requested the CITY to provide routine inspection services for the Pump Station, and the parties desire to set forth herein the terms relating to such services and other services that the CITY may provide from time to time.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to undertake the Agreement upon the following terms and conditions.

1. Basic City Services. CITY shall, at least once per week, inspect the Pump Station, which shall include the following specific services: float ball inspection, telemetry radio alarm operation and inspection, pump performance monitoring, wet well level indicator operation, and record keeping of pump hours. CITY's services shall be performed by qualified personnel from its Waste Management Services Department. CITY will report to IDOT any unusual operations or the status of pending issues.

2. Additional Services. CITY shall respond to Pump Station alarms in as timely a manner as possible, depending upon the circumstances. On an as-needed basis, CITY shall provide other occasional services as IDOT may request, including but not limited to those services as are reasonably necessary to ensure proper maintenance and operation of the Pump Station. Subject to Unavoidable Delays as defined in Paragraph 5. below, CITY personnel shall be available on a 24-hour, 7-days-per-week, basis to address alarm and emergency situations.

3. Charges. The charge for Basic Services, as defined in Paragraph 1. above, shall be $135.30 per month for calendar year 2026, which includes applicable sales tax. Effective January 1 of each calendar year thereafter, the charge for Basic Services shall increase by 2.5%, without necessity of notice to IDOT. For Additional Services, as defined in Paragraph 2. above, IDOT will be charged for CITY equipment use at the current rate posted by CITY, or at the rate incurred by CITY should rental equipment be required, as applicable, and IDOT will be charged for CITY personnel time at the rate posted by CITY, including the benefit rate and applicable overtime rate. Posted rates in effect as of the date of this Agreement are attached hereto as Exhibit B. Other than rates for Basic Services, CITY may adjust any of its rates, at any time, upon 60 calendar day advance written notice to IDOT. All charges will be billed by the CITY to IDOT on a periodic basis, typically monthly, and will be due and payable in-full within 30 calendar days of billing.

4. Sewer System. All pumps, valves, sewer lines, piping and force main (collectively, the "Sewer System") that serve the Property are, to their point of connection with CITY-owned infrastructure, the sole property of IDOT, whether the Sewer System is located on the Property, within roadway right of way, or otherwise. CITY shall have no responsibility under this Agreement to inspect, maintain, or otherwise provide service for the Sewer System or any of its component elements, and IDOT shall be solely responsible for all work that may be necessary or advisable in relation to the Sewer System. Upon mutual agreement of the parties, CITY may provide services for the Sewer System on the same basis and at the same rates as it provides as Additional Services for the Pump Station.

5. Unavoidable Delays. CITY performance under this Agreement is subject to "Unavoidable Delays", which for purposes of this Agreement means any act of God, adverse weather conditions, war, embargo, riots, strikes, unavailability of materials, city facilities in need of repair and all other acts or omissions, causes or events which are beyond the reasonable control of CITY.

6. Term and Termination. Subject to the terms hereof, this Agreement shall be effective as of, March 2, 2026 and shall remain in effect for an initial term of five (5) years, after which the Agreement will renew for additional terms of two (2) years each unless one party delivers to the other party a written notice of non-renewal no later than January 1 of the calendar year immediately preceding the next scheduled renewal date. This Agreement may also be terminated by either party at any time due to a material breach in performance by the

other party, to be effective 60 calendar days after the delivery of a written notice that specifies the default, if the party alleged to be in default has not cured the default within such 60 calendar day period.

7. Notices. Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight courier service, or by United States registered or certified mail, postage prepaid, to the following addresses:

Iowa Department of Transportation
District 2 Office
428 43rd St SW
Mason City, IA 50401

Waste Management Services
3505 Easton Ave.
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 a 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. Either party may change its address for the giving of notice by delivering notice to the other party as provided herein.

8. Parties. It is the intent of both (all) parties that no third-party beneficiaries be created by this Agreement.

9. Entities. No new legal or administrative entity is created by this Agreement.

10. Properties. No property will be jointly held as part of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which, including signed counterparts transmitted by facsimile or other electronic means, shall be deemed an original and all of which together shall constitute one and the same instrument.

12. Entire Agreement; Modification. This Agreement constitutes the entire Agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understanding of the parties. This Agreement may not be modified or amended without the written consent of both parties.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2025-16-089 by their duly authorized representatives as of the date shown opposite its signature below.

CITY OF WATERLOO:

By: _____ Date_____, 20___.
Title: Mayor

I,_____, certify that I am the Clerk of the City, and that

_____, who signed said Agreement for and on

behalf of the City was duly authorized to execute the same on the ____ day of

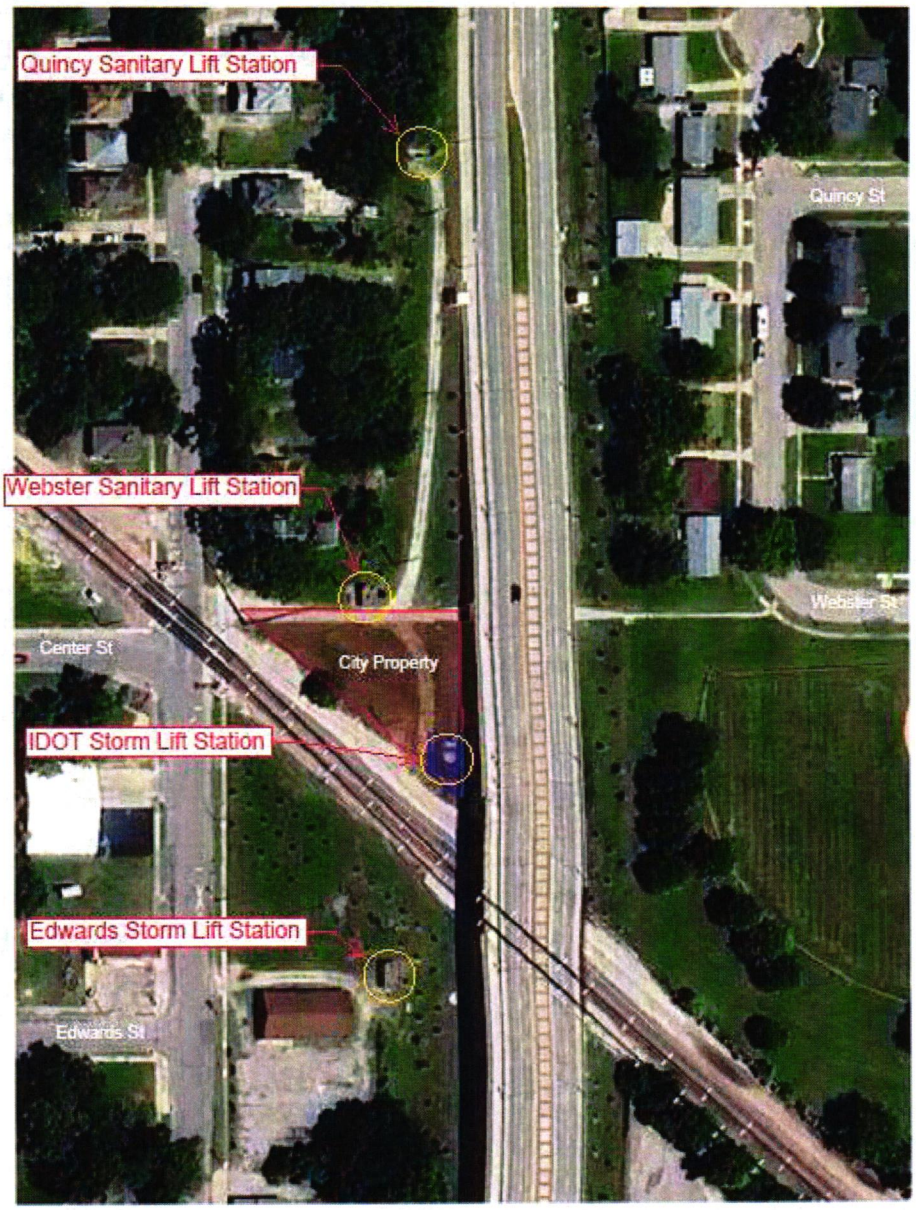
_____, 20___.

Signed: _____
City Clerk of Waterloo, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By:_____ Date_____, 20___.
Nickolas J Humpal, P.E.
District Engineer
District 2

Exhibit “A”



2025-16-089_Waterloo

2025-16-089_Waterloo

Exhibit "B"

Waste Management Labor Charge Rate							
	FY22 Wage Rate	FY23 Wage Rate	FY24 Wage Rate	FY25 Wage Rate	FY26 Wage Rate	FY27 Wage Rate	FY28 Wage Rate
Employee							
Sewer Maintenance Worker	$28.99	$29.57	$30.46	$31.37	$32.31	$33.28	$34.28
WW Operator	$28.94	$29.52	$30.46	$31.37	$32.31	$33.28	$34.28
Lab Technician	$30.41	$31.02	$31.85	$32.80	$33.79	$34.80	$35.84
Maintenance Mechanic			$31.95	$32.91	$33.90	$34.91	$35.96
ICT Tech	$30.41	$31.02	$31.95	$32.91	$33.90	$34.91	$35.96
CMOM TECH	$30.69	$31.30	$32.24	$33.21	$34.20	$35.23	$36.29
Average Labor Wage Rate	$29.89	$30.47	$31.49	$32.43	$33.40	$34.40	$35.44
Laborer Charge Rate							
Wage rate w 65% benefit rate	$49.32	$50.28	$51.95	$53.51	$55.11	$56.76	$58.47
OT rate at 1.5	$73.98	$75.42	$77.93	$80.26	$82.67	$85.14	$87.70
Foreman	$33.31	$33.98	$35.00	$36.05	$37.13	$38.24	$39.39
Foreman Charge Rate							
Wage Rate w 65% benefit rate	$54.96	$56.07	$57.75	$59.48	$61.26	$63.10	$64.99
OT Rate at 1.5	$82.44	$84.11	$86.63	$89.22	$91.90	$94.64	$97.49

*** Utilizing FEMA formula, the general average for employee benefits is 65%**

Equipment Rates			
Equipment Type	**Outside Agency**	**Cost**	**City Cost**
Lift Station Truck	No Comp	No Comp	$1800/day/$75 hr
Flusher/Combo Truck	No Comp	$200Hr w/1 operator	$150 hr Equipment only
City Truck	No Comp	No Comp	$58/day/minimum charge
Combo Truck	Municpal	$250/Hr w/ 2 operators	$150/Hr Equipment only
TV Truck	Municpal	$275/HR w/2 operators	$175/Hr Equipment only
410 JD Back Hoe	United Rental	$375/Day	$375/Day
6" Pump With 20' Suction and 50' Discharge	Gierkie-Robinson Co	$280/Day	$280/Day
4" Trask Pump With 20' Suction and 50' Dissharge	Gierkie-Robinson Co	$107/Day	$107/Day
Pnematic Pipe plugs 4"-6"	Trench Safety	$18.38/Day	$18.38/Day
Pnematic Pipe plugs 6"-10"	Trench Safety	$44.37/Day	$44.37/Day
Pnematic Pipe plugs 8"-12"	Trench Safety	$44.37/Day	$44.37/Day
Pnematic Pipe plugs 12"-18"	Trench Safety	$93.36/Day	$93.36/Day
Pnematic Pipe plugs 15"-30"	Trench Safety	$127.51/Day	$127.51/Day

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving Supplemental Agreement No. 3, to a Professional Services Agreement with Foth Infrastructure and Environment, LLC, originally executed March 17, 2025, in an amount not to exceed $75,000.00, in conjunction with the FY 2026 Katoski Drive and Huntington Road Reconstruction, Contract No. 1123, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Supplemental Agreement is for the final design. Costs for agreement to be shared between the City and the Waterloo Schools.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Amendment #3 Foth Infrastructure and Environment LLC Agreement for Services Additional Work 030226 - City of Waterloo -

AGREEMENT FOR SERVICES
ADDENDUM No. 25-03

Project Title:	Huntington Road and Katoski Drive Reconstruction	**FOTH Project Number:**	0025W013.00
		CLIENT Project Number: (If applicable)	Contract #1123

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **March 17, 2025**), (hereinafter "Addendum"), is made and entered into **2nd** day of **March, 2026** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC,** (hereinafter "Consultant") and ***City of Waterloo***, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Waterloo
Address: 715 Mulberry Street, Waterloo, Iowa 50023
Phone No: 319-291-4312 Email Address: Jamie.Knutson@waterloo-ia.org

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

See Exhibit A

Schedule: Services shall be performed according to the following schedule:

Not Applicable

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of $ .00

☒ Unit Cost/Time Charges (Standard Rates) with a total amount not-to-exceed $75,000.00

☐ Unit Cost/Time Charges (Standard Rates) for an estimated cost of $ _____.00

☐ Other as stated here:

Special Conditions (if any):

Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT		**FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**	
Signed:		*Signed:*	Jon Resler
Name (printed):	Dave Boesen	Name (printed):	Jon Resler, PE
Title:	Mayor	Title:	Lead Civil Engineer
Date:		Date:	March 2, 2026
		Signed:	Dave Kapler
		Name (printed):	Dave Kapler, PE
		Title:	Senior Vice President
		Date:	March 2, 2026

Exhibit A

Scope of Services

Project Background
Refer to previous Huntington Road and Katoski Drive Reconstruction Agreement for Services Addendum No. 25-01 for a synopsis of the project background.

I. BASIC SERVICES OF THE CONSULTANT
The Scope of Services and basis for Compensation derivation are as follows:

1. Supplemental survey was completed for the temporary school entrance and temporary sidewalk to incorporate into the design.
2. Multiple alignments and profiles were analyzed to minimize impacts to properties on the north side of Huntington Road.
3. Additional design work was required to relocate the trail along Katoski Drive to the east side of the roadway.
4. Additional design work was required to utilize elements of the existing storm sewer system, including design modifications to standard storm sewer structures, to reduce the construction cost of the project.
5. Additional coordination was required with MidAmerican Energy to address roadway and roundabout lighting design.
6. Additional traffic modeling was required for the Greenhill Road roundabout due to the complexity of the geometry of the existing roadway.
7. Two additional Rectangular Rapid Flashing Beacons (RRFBs) were designed due to the relocation of the trail along Katoski Drive to the east side of the roadway.
8. Additional landscape design was required to develop a concept that reduced construction and maintenance costs.
9. A plat of survey was completed for the exchange of property between the school district and Conrad property at 2620 Huntington Road to facilitate the design of the trail along the north side of Huntington Road.
10. Additional coordination was required with the school district and their site contractor to avoid conflicts during construction and ensure the design of both projects interconnected with each other.

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving Supplemental Agreement No. 1 to a Professional Services Agreement with AECOM Technical Services, Inc., Waterloo, Iowa, in the amount of $273,700.00, in conjunction with the Virden Creek Dam and Fletcher Avenue Flood Closure Repair Analyses and Conceptual Design Report, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is a final design contract to make repairs to the Virden Creek dam and the Fletcher Avenue floodgates. The Army Corps of Engineers requires the city to maintain its levees in good condition and these two items have been identified in our levee inspections of items that are in need of repairs or replacement.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Storm Water Funds

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. SA1 WAT Virden Creek

AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-439-3089 fax

VIRDEN CREEK DAM AND FLETCHER AVENUE FLOOD CLOSURE REPAIR ANALYSES AND CONCEPTUAL DESIGN REPORT (PHASE I)

CITY OF WATERLOO

SUPPLEMENTAL AGREEMENT NO. 1

WHEREAS, a Professional Services Agreement was entered into between the City of Waterloo (Client), 715 Mulberry Street, Waterloo, Iowa, and AECOM Technical Services, Inc. (ATS), 501 Sycamore Street, Suite 222, Waterloo, Iowa, dated August 5, 2024, for Virden Creek Dam and Fletcher Avenue Flood Closure Repair Analysis and Conceptual Design Report (Phase 1); and

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 1 for Virden Creek Dam Auxiliary Spillway Replacement and Fletcher Avenue Flood Closure Repair Plan Development.

NOW THEREFORE, it is mutually agreed to amend the original Professional Service Agreement as follows:

I. PROJECT DESCRIPTION

This project consists of field survey, preliminary and final design for the replacement of the emergency concrete spillway for the Virden Creek Dam, repair of the existing main outfall reinforced concrete box culvert (RCB) outlet through the earthen dam, and associated underdrain system repairs. This project also includes the removal and repair of the existing Fletcher Avenue Floodgate System for Black Hawk Creek. The repairs will include full removal and replacement of the four (4) existing floodgates, sand blasting, structural repair, painting, gate hardware replacement, addition of a toe wheel (4), addition of a hinge (4), addition of anchor points for closure operations and structural concrete wall and roadway repair. The replacement and repair recommendations were detailed in the conceptual report completed by AECOM dated November 2025 as well as in the scoping coordination meeting with City staff in December 2025. These projects will also require Section 408 review and coordination with the USACE during design and construction along with updates to the existing O&M manuals for Virden and Fletcher. Preliminary coordination with the United States Army Corps of Engineers (USACE) was started during the conceptual report development of the project and they are aware of the upcoming replacement/repair projects.

The Virden Creek Dam is located NE of the intersection of Moline Road and E. Airline Highway, and the Fletcher Avenue floodgates are located at the roadway crossings of the Black Hawk Creek Levee System.

The Virden Creek Dam received a satisfactory rating during the last Iowa DNR inspection in August 2023; however, concrete deterioration within the emergency spillway and primary spillway was noted. Erosion and undermining of the existing concrete matting protecting the earthen dam along the emergency spillway was also noted during the inspection. The DNR has recommended developing repair recommendations to address the concerns which may require a rating reduction if not addressed. Construction of the dam was completed in 1979 and is part of the City of Waterloo Flood Protection Works designed by the USACE. The dam is maintained and operated by the City of Waterloo.

The Fletcher Avenue floodgates were also constructed as part of the Waterloo Flood Protection Works designed by the USACE. Construction of the north gates (near University Avenue) was completed in 1975, and construction of the south gates (near US Highway 63) was completed in 1977. A repair was completed on the north gates as part of the University Avenue Reconstruction project in 2022 which included concrete repair at some of the hinge/gate anchor locations.

II. SCOPE OF SERVICES

The Scope of Services will encompass and include work, services, materials, equipment, personnel and supplies necessary to complete field survey, preliminary and final design, geotechnical foundation analysis, preparation of regulatory permitting and coordination (Section 408 and Iowa DNR Floodplain) and project administration.

The Scope of Services is further defined by the following tasks:

Design Survey (Tasks 1-7)

The following tasks lead to the completion of the topographical survey required for project completion. This task also includes review and development of a boundary survey within the project area.

Task 1 - Survey Planning, Coordination, One-Call
Task 2 - Horizontal Control (GPS)
Task 3 - Vertical Control (Level/Total Station)
Task 4 - Generate Control File
Task 5 - Topographic Survey (Spillway, Outfall Structure and 12 CMP Toe Drains Outlets)
Task 6 - Utility Survey
Task 7 - Boundary Survey (Limited – No Platting)

Preliminary Design (Tasks 8-22)

These tasks include developing preliminary removal, grading, and structural design plans for the auxiliary spillway replacement and associated dam repairs. Structural calculations meeting USACE requirements will also be developed during the preliminary design phase of the project. These calculations will be summarized in a draft design documentation report (DDR) which will be included in the Section 408 submittal to the USACE. The Section 408 submittal will also include a Flood Contingency Plan per EC 1165-2-220, Appendix E, Section E-5.h.(5) of USACE documentation.

Preliminary plans will be submitted to the City of Waterloo for review at the approximate 60% level. The following specific tasks are part of the preliminary design:

Task 8 - Title and Legend Sheets
Task 9 - Typical Section and Details
Task 10 - Plan and Profile Sheets
Task 11 - Grading Sheets
Task 12 - Removal Sheets
Task 13 - ROW Sheets
Task 14 - Structural Design - Virden Creek Spillway
Task 15 - Structural Design - Fletcher Avenue Flood Closure
Task 16 - Draft DDR Development
Task 17 - Draft Flood Contingency Plan Development
Task 18 - Draft Section 408 and Iowa DNR Floodplain Permit Development
Task 19 - O&M Plan Review and Update
Task 20 - Quality Control Review
Task 21 - 60% Plan Submittal
Task 22 - Construction Cost Estimate

Final Design, Construction Plans and Specifications (Tasks 23-44)

These tasks include developing final removal, grading, and structural design plans and specifications in a format suitable for City of Waterloo project letting format for the Virden Creek Auxiliary Spillway Replacement and Fletcher Avenue Flood Closure Repair Project. Included in these tasks will be typical sections and details, tabulations and quantities, plan and profile sheets, grading sheets, removal sheets, cross section sheets, structural sheets and erosion control and stabilization plan. Final plans will be submitted for City staff review at a pre-bid 90% interval. The final DDR, Flood Contingency Plan and Section 408 documents will be completed during this phase as well. The following specific tasks lead to the completion of the final construction plans and specifications:

Task 23 - Title and Legend Sheets
Task 24 - Typical Section and Detail
Task 25 - Bid Items, General Notes and Tabulations
    a. Bid Item and Quantity Listing
    b. Estimate Reference Information
    c. General Notes and Tabulations
Task 26 - Tabulations and Quantities
Task 27 - Plan and Profile Sheets
Task 28 - Grading Sheets
Task 29 - Removal Sheets
Task 30 - Structural Sheets
Task 31 - Geometric Layout Sheets
Task 32 - Earthwork Tabulation
Task 33 - Design Cross Sections
Task 34 - Erosion Control and SWPPP Plan Sheets
Task 35 - Quality Control Review
Task 36 - Final DDR Plan Development and Submittal
Task 37 - Final Flood Contingency Plan Development and Submittal
Task 38 - Final Section 408 and Iowa DNR Floodplain Development and Submittal
Task 39 - Final O&M Plan Development
Task 40 - Pre-Bid Plan Submittal (90% Plans)
Task 41 - Final Revisions
Task 42 - Construction Cost Estimate
Task 43 - Specifications
Task 44 - Printing and Submittals

Geotechnical Services (Task 45)

These tasks include completing three (3) borings at the auxiliary spillway location (2 within the paved portion of the spillway and one (1) north of the spillway in the earthen portion of the grading). These tasks will be completed by Terracon Consultants, Inc. (Terracon) and will include a foundation recommendation summary report to be utilized in the spillway design.

Task 45 - Geotechnical Review (Terracon)

Project Administration, Regulatory Coordination and Meetings (Tasks 46-48)

These tasks include project administration, regulatory coordination, and design coordination throughout the project development. The following tasks are included:

Task 46 - Project Design Meetings with City of Waterloo (3)
Task 47 - Regulatory Agency Coordination (Iowa DNR and USACE)

Task 48 - Project Administration

Exclusions

The following items are not included in this scope, but could be added in a supplemental agreement if needed:

- Seepage Analysis
- Independent Peer Review (Structural Calculations)
- Hydrologic and Hydraulic Modeling of Virden Creek or Black Hawk Creek

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.

III. COMPENSATION

Compensation for the above services will be on an hourly basis in accordance with Part VI of the original agreement and shall be integrated with the fees in the original agreement. The total compensation for these services is a not-to-exceed fee of Two Hundred Seventy-Three Thousand Seven Hundred Dollars ($273,700.00) and will not be exceeded without authorization from the Client.

IV. In all other respects, the obligations of the Client and the Consultant shall remain as specified in the Professional Services Agreement dated August 5, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 as of the dates shown below:

APPROVED FOR CITY OF WATERLOO	**APPROVED FOR AECOM TECHNICAL SERVICES, INC.**
By:_____	By:_____
Printed Name: David Boesen	Printed Name: Michelle M. Sweeney, PE, PTOE
Title: Mayor	Title: Associate Vice President
Date:_____	Date:_____

L:\Secure_DCS\Administration\AGREE\SUPPLE\SA1 WAT Virden Creek.docx

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving construction plans for sanitary sewer serving the San Marnan Business Park 1st Addition - Phase 2, as submitted by the Clapsaddle-Garber Associates, Inc., Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, and final acceptance of construction plans subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

These construction plans have been reviewed by the Engineering Department. They appear to meet current design standards and specifications, therefore they are recommended for approval by the City Council.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Wastewater Permit - signed by applicant

IOWA DEPARTMENT OF NATURAL RESOURCES
Wastewater Disposal System Construction Permit Application Fee Form

CASHIER'S USE ONLY
0945-542-NPDE-CP-0570
32-3202
Owner

Owner Name: John and Dan Properties LLC

Address: 7404 University Ave

City, State, Zip: Cedar Falls, Iowa 50613

Project Identification: San Marnan Business Park - Phase 2

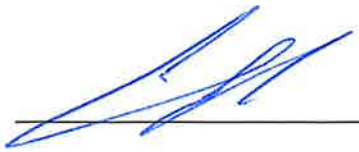
☒ $100 Fee enclosed

Please sign and return this form with a check or money order payable to "Iowa Department of Natural Resources". Place it and the check or money order on top of other Construction Permit Application documents. Or email a copy of the form to webmaster@dnr.iowa.gov, cc'ing Donna.Gomm@dnr.iowa.gov, with the subject line: Credit Card Payment for (Company Name), wait a minimum of 20 minutes after sending, then call 515-725-8200 to make the payment.

Effective beginning July 1, 2006, Applications for Construction Permits for wastewater disposal systems required by Iowa Code 455B.173 and rules in Iowa Administrative Code 567 IAC 64, must be accompanied by the fee required by Iowa Code 455B.197 and Iowa Administrative Code 567 IAC 64.16(3)"c".

The fee is $100 for each application, regardless of project size and project type including sanitary sewers, pump stations, treatment units or a combination thereof. The fee shall be submitted with the certified engineering documents necessary to apply for a construction permit (plans, specifications and related application schedules A, F, and G as well as the appropriate schedules indentified on page 2 of Schedule A). The construction permitting process is initiated as planning for construction begins. Planning coordination and submittal of preliminary engineering reports or facility plans precedes submittal of technical documents necessary to constitute a construction permit application. The application fee is not necessary when submitting a planning document but must accompany construction permit application documents. A fee should accompany each permit application **received on or after July 1, 2006.**

Failure to submit a fee with the application may delay the processing of a construction permit. If you have any questions regarding the application fee, please contact Donna Gomm at 515-725-8427 or Donna.Gomm@dnr.iowa.gov

Signature of Owner or Representative:  sign here

Printed Name: Chris Fischels

Telephone or email contact: 319-830-5000 or Chris @crfre.com

Mail to:
Iowa Department of Natural Resources
Wastewater Engineering Section
6200 Park Ave Ste 200
Des Moines IA 50321

Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
Sewage Treatment Agreement

INSTRUCTIONS

This agreement must be executed for all projects where construction and sewage treatment will be provided by different parties; i.e., a private subdivision connecting to a municipal system. This agreement must be executed by the parties who are owners at the time the permit is issued, regardless of whether title to the proposed construction project will be transferred after completion of the project.

This agreement is not necessary when a contract for sewage treatment already exists; i.e., service contracts between municipalities. However, the Department of Natural Resources must be informed in writing that the contractual agreement does exist.

APPLICANT	ENGINEER
Owner: John and Dan Properties LLC	Firm: Clapsaddle-Garber Associates
Address: 7404 University Avenue, Cedar Falls, Iowa 50613	Address: 5106 Nordic Drive, Cedar Falls, Iowa 50613
Representative: Chris Fischels	Project Officer: Adam Daters
Phone Number: 319-830-500	Phone Number: 319-266-0258

Project Identification: San Marnan Business Park - Phase 2

Owner and System Receiving Wastes: City of Waterloo STP - 790001

CERTIFICATION

I am the authorized representative of the owner identified above and state that the proposed sanitary sewage facilities shall be constructed in accordance with the plans and specifications and all wastes contributed by this project shall be discharged to the treatment system identified above.

sign here

Signature _____ Title: Partner Date 1-30-26

AGREEMENT TO PROVIDE SEWAGE TREATMENT

I am the authorized representative of the owner of the system identified above and state that the connection of the proposed sanitary sewage facilities identified above is approved by the owner, and that the owner accepts responsibility for providing adequate treatment of all wastes contributed by this project, in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement shall not be construed in any way to affect any local ordinances, sewer service agreements, or fee systems entered into between the parties.

Name: _____ Title: _____

Signature _____ Date _____ Phone: _____

Exhibit 11A
Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
SCHEDULE A, Construction Permit Application

APPLICANT		ENGINEER	
Owner:	John and Dan Properties	Firm:	Clapsaddle-Garber Associates
Address:	7404 University Aven, Cedar Falls, Iowa 50613	Address:	5106 Nordic Drive, Cedar Falls, Iowa 50613
Representative:	Chris Fishels	Project Officer:	Adam Daters
Phone Number:	319-830-5000	Phone Number:	319-266-0258
Email:	chris@crfre.com	Email:	adaters@cgaconsultants.com

Project Identification: San Marnan Business Park - Phase 2
Estimated Start Date*: July 2025 Estimated Completion Date: November 2025

PLEASE RESPOND TO ALL QUESTIONS	Yes	No
1. Has an engineering report, facilities plan or other information previously been submitted for this project?	☐	☒
If Yes: Project Identity: _____ Date Submitted: _____		
2. Does the project and construction permit application, as submitted, follow the recommendations, design loadings, construction schedule, permit limits, and conclusions of the approved engineering report or facilities plan?	☒	☐
If No: Provide the design basis and technical information justifying all changes.		
3. Is there an electronic set of plans and specifications accompanying this application? Attachment size is limited to 25MB. Please use zip files or other options to submit attachments greater than 25MB.	☒	☐
4. Are approved standard specifications a part of this application?	☒	☐
If Yes: Approved Standard Specifications of (municipality or firm): Sudas 2024 Edition Date Approved: _____		
5. Does each set of plans and specifications or engineering report accompanying this application contain a "professional engineering seal" executed in conformance with 542B.16, Code of Iowa?	☒	☐
If No: Processing will be delayed pending receipt of applicable design schedules and certified plans, specifications or engineering report.		
6. Is this a joint wastewater and water supply project?	☒	☐
If Yes: A construction permit application for the water supply project should be submitted separately to the Water Supply Section. A Water Supply permit fee may be required.		
7. Is the applicant to provide treatment of effluent resulting from this construction?	☐	☒
If No: A Sewage Treatment Agreement executed by the authority providing treatment must accompany this form.		
8. Is a new or amended operation permit necessary to use the facilities described in this application?	☐	☒
If Yes: A new or amended permit to operate may be requested prior to the receipt of a construction permit.		
9. Is any waterline located within 10 feet; or any private or public well, lake, or public recreation area located within 400 feet of the proposed construction?	☐	☒
If Yes: Identify and locate the facility(ies) relative to the proposed construction.		
10. Will construction inspection be conducted by a licensed engineer employed by the applicant?	☒	☐
If No: Name of Engineering Firm Conducting Inspection:		
11. Will this project utilize CWSRF loan funds?	☐	☒

CERTIFICATION

APPLICANT
I certify that I am the authorized representative of the owner and state that the project identified above is approved by the owner.

Signature _____ sign here Date 1-30-26

ENGINEER
I certify that all aspects of the design included in this application conform to applicable standards contained in Chapter 567 IAC 64, or that an explanation and justification for any proposed variations from such standards is attached. I am familiar with the information contained in this application and, to the best of my knowledge, such information is complete and accurate.

Signature _____ Date 1-30-26

*Estimated Construction Start Date: Complete applications must be submitted at least 120 days in advance of the date for starting construction in accordance with Rules 567 IAC 60.4 and 64.2

Please complete the Schedule Checklist on the following page of this form.

DOCUMENT CHECKLIST

Identify all categories included in this project. Also, identify schedules attached to this application.

Schedule	Title	Attached	Included in Project	Submittal Date
B	Collection System	☒	☒	
C	Lateral Sewer Extension	☒	☒	
D	Trunk & Interceptor Sewer	☐	☐	
E	Wastewater Pump Station	☐	☐	
F	Treatment Project Site Selection	☐	☐	
G	Treatment Project Design Data	☐	☐	
H1	Schematic Flow Diagram	☐	☐	
H2	Treatment Process Loading and Removal Efficiency	☐	☐	
H3	Mechanical Plant Reliability	☐	☐	
I	Screening, Grit Removal and Flow Measurement	☐	☐	
J	Septic Tank System	☐	☐	
K1	Controlled Discharge Pond	☐	☐	
K2	Aerated Pond	☐	☐	
K3	Anaerobic Lagoon	☐	☐	
L	Setting Tanks	☐	☐	
M	Fixed Film Reactor-Stationary Media	☐	☐	
N	Rotating Biological Contactor	☐	☐	
O	Aeration Tanks or Basins	☐	☐	
P	Gas Chlorination	☐	☐	
Q	Sludge Digestion and Holding	☐	☐	
R1	Sludge Dewatering and Disposal	☐	☐	
R2 (A&B)	Low Rate Land Application of Sludge	☐	☐	
R3	Land Application of Sewage Sludge (To be developed)	☐	☐	
S	Land Application of Wastewater (To be developed)	☐	☐	
	Sewage Treatment Agreement	☒	☒	

Identify any categories included in this project which are not provided in the above list of schedules.

Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
SCHEDULE B, Collection System

DNR USE ONLY
Project No.
Permit No.

Date Prepared	Project Identity
5/21/2025	San Marnan Business Park - Phase 2
Date Revised	

1. Identify proposed construction which is subject to flooding and explain what is proposed to prevent water from entering the system. If no portion is subject to flooding, state none.

Segment	Flooding Protection
n/a	n/a

*2. Indicate hydraulic capacity of: 1) the nearest downstream main or interceptor; 2) the nearest downstream lift station; and 3) all downstream segments where flow restriction may occur. Indicate the source and accuracy of numerical data.

	Segment	Segment	Segment
Location	8" Sewer GIS ID 30155-27073		
Design Capacity, MGD	0.47		
Peak Hourly Dry weather Flow MGD (actual)	0.007		
Peak Hourly Wet weather Flow MGD (actual)	0.21		

*3. Identify treatment facility, the design loadings and present raw waste loadings. Indicate source and accuracy of numerical data.

Facility Name and Number: Waterloo City of STP - 790001

Facility Loading	MGD	#BOD_5/day
Design	34.8	88,000
Average Wet Weather (actual)	24.53	31,500
Peak Hourly Wet Weather (actual)	60+	48,000

Provide projected design loading increase, which will be added to this facility as a result of this project.

Design Loading	Initial		Design Year ('35)	
Residential Service Area	0	Acres	0	Acres
Population	0	Persons	0	Persons
Flow (100 GPCD)	0	GPD	0	GPD
BOD_5 (0.17/#/d/cap)	0	#/day	0	#/day
Industrial Service Area	0	Acres	0	Acres
Rated Flow	0	GPD	0	GPD
BOD_5	0	#/day	0	#/day
Other Commercial	0	Acres	4.6	Acres
Rated Flow	0	GPD	23,000	GPD
BOD_5	0	#/day	40	#/day
Total BOD_5	0	#/day	40	#/day
Total Flow	0	GPD	23,000	GPD
Peak Hourly Flow	0	GPD	92,000	GPD

*Include a written explanation of items 2 and 3 if the sewer system and/or treatment facility are overloaded.

Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
SCHEDULE C, Lateral Sewer Extension

DNR USE ONLY
Project No.
Permit No.

Date Prepared	Project Identity
5/21/2025	San Marnan Business Park - Phase 2
Date Revised	

1. Design Basis

	Initial		Design Year (2035)	
Residential Service Area	0	Acres	0	Acres
Population	0	Persons	0	Persons
Flow (100 GPCD)	0	GPD	0	GPD
BOD_5 (0.17/#/d/cap)	0	#/day	0	#/day
Industrial Service Area	0	Acres	0	Acres
Rated Flow	0	GPD	0	GPD
BOD_5	0	#/day	0	#/day
Other commercial	0	Acres	4.6	Acres
Rated Flow	0	GPD	23,000	GPD
BOD_5	0	#/day	40	#/day
Total BOD_5	0	#/day	40	#/day
Total Flow	0	GPD	23,000	GPD
Peak Hourly Flow	0	GPD	92,000	GPD

2. Pipe

	8 Inch	10 Inch	12 Inch
Diameter			
Material	PVC, SDR 26		
Joint	Bell & Spigot		
Minimum Slope	0.4 %	%	%
Maximum Manhole Space	324 ft.	ft.	ft.
Total Sewer Length	560 ft.	ft.	ft.
Maximum Cover	12.5 ft.	ft.	ft.
Minimum Cover	8.3 ft.	ft.	ft.

3. Construction specifications (indicate ASTM Number or other standard included in the specifications). A brief description is required in each part.

A. Bedding class SUDAS Section 3010
B. Pipe laying SUDAS Section 4010
C. Compaction SUDAS Section 4010
D. Manhole SUDAS Section 6010
E. Specified maximum infiltration/exfiltration rate 200 GPDPMPI
F. Infiltration/exfiltration test procedures Low Pressure Air
G. Alignment & grade test procedures
(1) During construction Stake & batterboard Laser
(2) After construction Lamping Other Television
H. Deflection test procedures Mandrel Test, SUDAS Section 4060 3.05

4. Are detailed manhole drawings included: ☒ Yes ☐ No Typical frame and cover assembly NEENAH R-1642 Self Sealing
Are manhole covers nonvented: ☒ Yes ☐ No Manhole diameter 48 in.
Manhole opening diameter 27 (SUDAS Typ) In Material Cast Iron

5. Minimum sewer & water main separation: Horizontal 21' ft. Vertical N/A in.
Are specifications included SUDAS 2024

6. Stream, road, or railroad crossing protection N/A
Are specifications included

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with Terracon Consultants, Inc., of Cedar Falls, Iowa, in the amount not to exceed $4,500.00 in conjunction with the Sergeant Road Trail Repairs , Contract No. 1091, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Asbestos and paint survey services for Hwy 63 trail bridges.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Sergeant Road Trail Bridge Replacement - ACM and Paint Proposalpdf

3105 Capital Way, Suite 5
Cedar Falls, Iowa 50613
P (319) 277-4016
Terracon.com

February 12, 2026

City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

Attn: Oumie Ceesay, Associate Engineer

P: (319) 291-4312
E: Oumie.Ceesay@waterloo-ia.org

RE: **Proposal for Asbestos and Paint Survey Services**
Sergeant Road Trail Bridges
South of Shaulis Road to north of W. 3rd. Street
Waterloo, Iowa 50703
Terracon Proposal No. P13267007

Dear Ms. Ceesay:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the City of Waterloo (the City, or the Client) to conduct an asbestos and paint survey of six wooden railroad tie bridges located along the Seargeant Road Trail, spanning from south of Shaulis Road to north of West 3rd Street in Waterloo, Iowa. We understand that the Client has requested these services in anticipation of the demolition of the six bridges.

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the Agreement for Services to Rob.Bergman@terracon.com.

Terracon appreciates the opportunity to provide this proposal, and we look forward to working with the City of Waterloo on this project. If you have questions regarding this proposal or require additional services, please contact us at (319) 277-4016.

Sincerely,
Terracon Consultants, Inc.

Prepared by:
Rob Bergman
Rob Bergman
Senior Staff Scientist

Reviewed by:
James Baxter
James Baxter
Senior Industrial Hygienist

Attachments: Detailed Scope of Services, Sampling Authorization, Client Provided Bridge Location Map, Agreement for Services

Detailed Scope of Services

1.0 Project Information

Terracon understands that in support of the planned demolition of the six wooden railroad tie bridges, the City of Waterloo (the City or the Client) is requesting asbestos and lead/chromium/cadmium paint survey services for the six bridges located along the Sergeant Road Trail, spanning from south of Shaulis Road to north of West 3rd Street in Waterloo, Iowa. Attached is a client-provided site diagram identifying the six bridge locations along the Sergeant Road Trail.

If the above information is inaccurate or if Terracon should be aware of additional information, please contact us as soon as possible so that we may consider any necessary revisions to this proposal.

Commitment to Safety

Terracon has a 100% commitment to the safety of our employees. In accordance with our Incident and Injury Free® safety culture, Terracon will use our standard safety plan for these field services. Prior to the commencement of on-site activities, Terracon will review the health and safety needs for this specific project. We anticipate conducting the fieldwork wearing personal protective equipment consisting of hard hats, safety glasses, protective gloves, high-visibility clothing, and steel-toed boots. However, it may be necessary to upgrade this level of protection and utilize equipment such as half-face air-purifying respirators or protective clothing such as Tyvek® coveralls. Appropriate safety measures will be used to minimize the potential for exposure to materials that are sampled.

Terracon will be responsible for the supervision and site safety measures for its employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client employees, contractors, subcontractors, or other parties present at the site.

2.0 Scope of Services

2.1 Asbestos Services

Terracon will mobilize a State of Iowa licensed asbestos inspector (or inspectors) to conduct an asbestos inspection as required by United States (US) Environmental Protection Agency (EPA) regulation 40 Code of Federal Regulations (CFR) Part 61, the asbestos National Emission Standards for Hazardous Air Pollutants (NESHAP), and applicable State and local regulations. Terracon understands that the intent of the inspection is to assist the City with

communicating the presence, location, and quantity of asbestos-containing materials (ACMs) to employees, vendors, and contractors working on the bridges as described in this scope of work in order to meet the requirements of the Occupational Health and Safety Administration (OSHA) communication of hazard requirements found in 29 CFR 1926.1101. Terracon will conduct a visual assessment of the bridges and visually assess materials that may be disturbed during demolition to identify homogeneous areas (HAs) of suspect ACMs. Suspect materials will be physically assessed for friability and evidence of damage or degradation, and samples of suspect materials will be collected for laboratory analysis. Bulk sample collection will be performed in general accordance with the sampling protocols outlined in USEPA 40 CFR Part 763.86, known as the Asbestos Hazard Emergency Response Act (AHERA).

To the extent reasonable, Terracon will limit sampling to discrete locations. Sample collection will result in some isolated damage to bridge materials; however, attempts will be made to limit such damage to the extent necessary for sample collection. It should be noted that some materials, such as concrete, cannot be adequately sampled without significant damage to the finishing or function of the material. Destructive material sampling will not be conducted without prior client and/or owner approval. Materials that cannot be discretely sampled will be recorded and quantified like other suspect materials and will be assumed to contain asbestos in our report. Terracon will not repair sample locations.

We anticipate that up to **75 total samples** may be obtained from the six bridges. Please note that the final number of samples collected will depend on the number of HAs identified and that additional sample collection may be warranted following the visual inspection activities; additional materials that are identified during Terracon's field services will be sampled accordingly. USEPA regulations require a minimum number of samples to be analyzed from each HA to properly characterize a material as ACM or non-ACM. The estimated number of samples presented takes into consideration applicable sampling requirements and includes the collection of multiple samples from each HA of suspect ACM present.

Building materials identified as glass, metal, plastic, rubber, and wood are not considered suspect ACM and therefore, will not be sampled. Terracon's services do not include the sampling of sub-surface (buried) materials such as steam piping TSI or asbestos cement piping that may be present at the site.

The bulk material samples collected will be sent to an analytical laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP) for analysis by visual estimation using polarized light microscopy with dispersion staining (PLM/DS) techniques in accordance with USEPA's Method for Determination of Asbestos in Bulk Building Materials (600/R-93/116). Terracon will request a standard turnaround time of approximately five to seven business days following receipt of the samples by the laboratory.

Asbestos concentrations less than or equal to (≤) 1% are considered non-asbestos according to NESHAP. PLM analytical results less than (<) 1% up to 10% are considered to be asbestos-containing unless additional analysis is performed that proves the asbestos content is ≤1%. In our experience, PLM results up to 3% may potentially be reduced to <1% through point counting. Point counting is an analytical technique used in conjunction with PLM to quantify asbestos concentrations with better accuracy and precision. Therefore, in an effort to reduce the quantities of ACMs, Terracon recommends conducting a 400-point count procedure for materials with results less than or equal to 3% asbestos by normal PLM. Terracon will contact the Client if additional analysis and sample preparation methods are recommended or warranted. Note, however, that the Occupational Safety and Health Administration (OSHA) regulates materials containing any concentration of asbestos.

2.2 Paint Sampling

The USEPA regulations for lead are intended to protect both the environment and the general population from exposure to lead. By contrast, the duty of OSHA is to protect workers during construction activities that may generate elevated airborne lead concentrations. OSHA states that construction work (which includes renovation, maintenance, and demolition) carried out on lead-containing structures and materials can result in airborne lead concentrations in excess of regulatory limits.

In addition, we understand this inspection has been requested to satisfy Iowa Department of Transportation (IDOT) standard specifications, which require the proper handling and disposal of paint and painted components that contain lead, cadmium, and/or chromium and are removed as part of bridge projects.

Concurrently with the asbestos services, Terracon will collect paint chip samples from locations where painted surfaces are anticipated to be impacted by demolition activities. Paint samples that are collected will be submitted to an independent analytical laboratory for analysis using USEPA SW-846 Method 7400B Flame Atomic Absorption Spectrophotometry for lead and USEPA Method 7190 for chromium and USEPA Method 7000B for cadmium (or equivalent). For the purposes of this proposal, Terracon anticipates collecting up to **12 paint samples** from the bridges. A standard laboratory turnaround time (approximately five to seven business days) will be requested for the sampling. Terracon will not repaint or repair the sample locations.

2.3 Technical Report Preparation

Unless otherwise requested, Terracon will prepare one PDF-formatted copy of the technical report describing the sampling methods and results of the asbestos and paint chip survey. The report will include the following:

- Project description and scope of work.
- Evaluation criteria and methods used.
- Tables that document the number, description, type, and location of samples collected, and for ACM, the friability, estimated quantity of ACM, type of ACM, and the degree of damaged ACM.
- Photographs.
- Analytical results for samples collected and submitted for analysis.
- Figures or drawings showing the locations of confirmed ACMs and lead, chromium, and/or cadmium.
- Tables documenting the paint samples taken and estimated quantities of Lead/Chromium/Cadmium paint, and the approximate locations.
- Conclusions and recommendations.

Terracon will upload a copy of the report via Terracon's Client Portal application (known as Compass).

Terracon Compass is a real-time/on-time project delivery tool that enables clients to quickly find and view specific data to make timely, informed decisions about their projects. Advantages of Terracon Compass include tracking project milestones, viewing project site data and findings in an interactive GIS viewer, access to uploaded development and construction plans, and access to hundreds of publicly available GIS data layers to visualize conditions at a project site. Compass also enhances Terracon and client project team collaboration, along with preliminary and final deliverable access, viewing, and download. Terracon estimates that the report will be available approximately 10 business days following receipt of the final laboratory analytical report.

Reliance

Terracon's report will be prepared for exclusive use and reliance by the City of Waterloo. Reliance by any other party is prohibited without the written authorization of the City and Terracon.

If the City is aware of additional parties that will require reliance on the report, the names, addresses, and relationships of these parties should be provided for Terracon approval prior to authorization of the project. Terracon may grant reliance on the report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request). For a period of up to one year after the report date, the City and Terracon will consent to reliance on the report by a third party. During the one-year period, Terracon will grant reliance upon receipt of a fully executed Reliance Agreement and receipt of an additional fee per relying party.

Reliance on the report by the City, and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services (and sections of this proposal incorporated herein), the Reliance Agreement, and the Report.

3.0 Limitations And Key Understandings

- This fee is valid for 60 days from the date of this proposal; the fees are based on the assumptions, information gathered, and conditions provided at the time of this proposal.
- Terracon staff will require safe and legal access to the structures during normal business hours. It is anticipated that access will be provided by the City during normal business hours.
- The findings and conclusions presented in the final report will be based on the current utilization of the site, the anticipated future use of the site, and the information collected as discussed in this proposal.
- Terracon will make reasonable efforts to locate and sample suspect ACMs and painted materials from the bridges; however, some materials may be inaccessible or hidden and not discovered until demolition activities are ready to begin.
- Terracon's report is not intended for use as bidding documents. Consultants and contractors reviewing the report must draw their own conclusions regarding the need for further investigation, remediation, and quantities of materials noted.
- Damage to the six bridges materials will occur. Given our understanding that the bridges will be demolished, Terracon will not apply patches to sample locations.

- Materials that are requested by the Client not to be damaged during the initial site visit will be assumed to be asbestos-containing and documented in the report.
- Terracon does not warrant the work of regulatory agencies, laboratories, or other third parties supplying information used in the report. Laboratory analytical fees are subject to change without prior notification.

4.0 Schedule

Terracon's services can be initiated following receipt of the executed Agreement for Services. The inspection will be scheduled at a date and time mutually agreeable between Terracon and the Client. We have estimated that the field services will take one business day, and that the bridge sampling services will be completed consecutively. Our proposed costs include standard laboratory turnaround time (approximately five business days), and the final report will be provided approximately 10 business days following receipt of the final laboratory analytical report. In order to complete the project in accordance with this proposal, the following items should be provided by the City at the time of project authorization:

- A copy of the signed Agreement for Services.
- Safe and legal right of entry to conduct the services, including access to the bridges.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- A listing of any materials that are not to be damaged as part of the services. Depending on the extent of this list, these items may need to be further defined.
- Any known environmental or safety conditions at the site (i.e., hazardous materials processes, specialized protective equipment requirements, unsound structural members, etc.) shall also be communicated to Terracon prior to site mobilization.

5.0 Compensation

The Scope of Services as described in this proposal will be invoiced on a time and materials basis for an estimated cost of **$4,500.00.**

Any requested additional services or sampling quantities greater than specified herein will be invoiced according to Terracon's current fee schedule. Terracon's invoices will be submitted to the address appearing above on approximately 30-day billing cycles. If conditions are encountered that require significant changes in the Scope of Services, the City will be contacted for discussion and approval of such changes before we proceed.

Sampling Authorization

Terracon Consultants, Inc. has been requested to sample the currently installed materials for determination of the presence of asbestos. The sampling and analysis are being conducted in anticipation of the planned demolition of six bridges along the Sergeant Road Trail.

As part of the sampling procedures, it will be necessary for Terracon to remove coverings and finishes, and make penetrations, cuts, exploration holes, etc. in currently installed materials. All parties should be aware that several materials cannot be adequately sampled without significant damage to the finish or function of the material. Terracon will not repair sample locations.

Your acknowledgment of the proposed sampling activities is required below.

Bulk Sample / Damage Authorization

☐ I have read the above and authorize destructive investigation, as required, to complete a thorough inspection.

☐ I have read the above and will not authorize damage to the following materials (material descriptions and locations required):

_____

_____

_____

_____

Sergeant Road Trail Bridge Replacement – Six wooden railroad tie bridges located south of Shaulis Road to north of W. 3rd. Street in Waterloo, Iowa

Structure Name or Address

_____

Structure Owner Representative/Entity

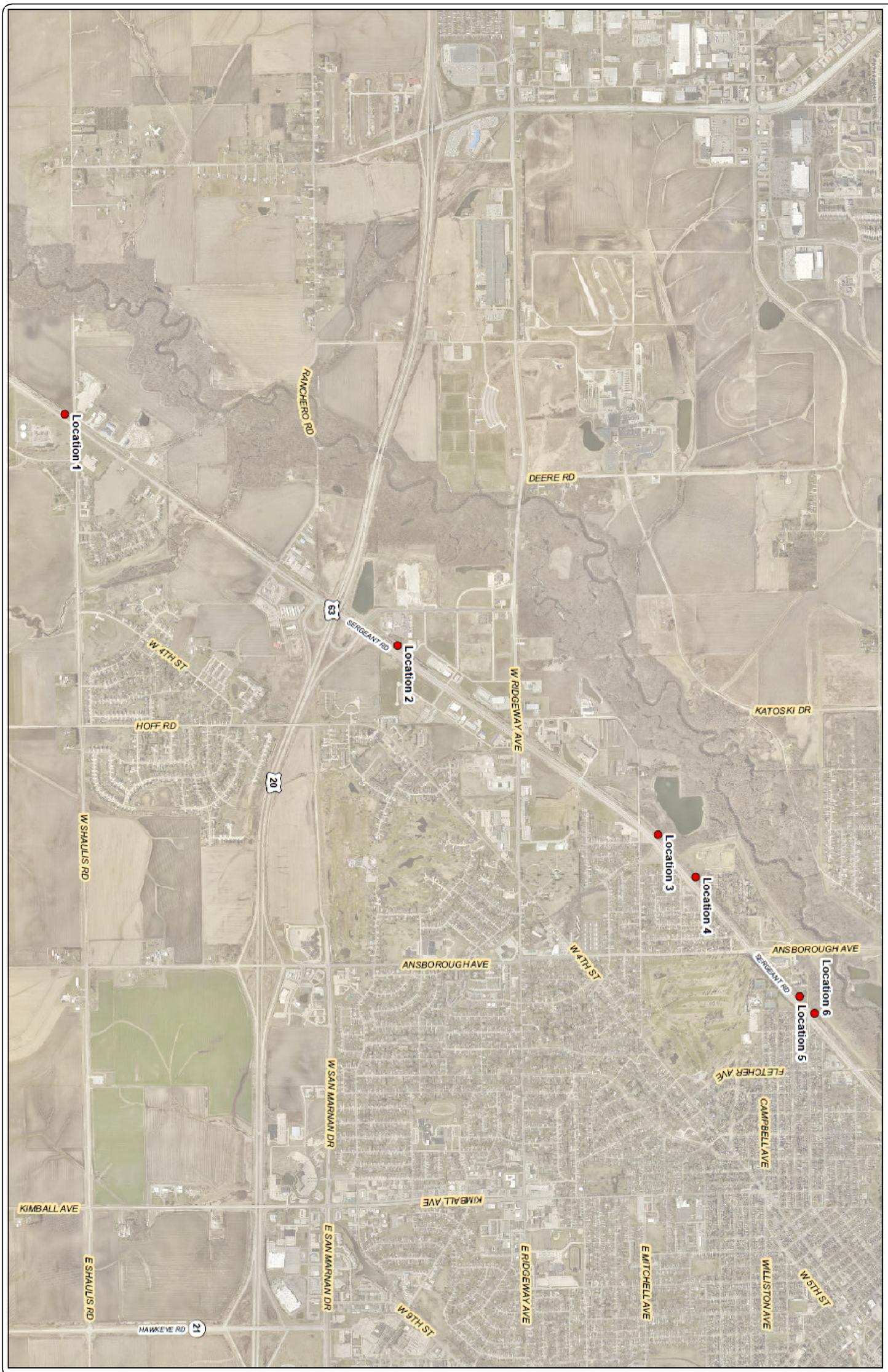
_____

Printed Name of Authorized Person

_____

Signature of Authorized Person Date

L:\CONT 1091 - 63 Trail Bridge Repairs TAP\63 Trail T.A.P. Application\TRAIL LOCATIONS.dwg 2/2/2026 2:41 PM



SHEET 3	DATE: 1/13/2025	CITY OF WATERLOO, IOWA ENGINEERING DEPARTMENT 715 MULBERRY STREET WATERLOO, IOWA 50703 (319) 291-4312 PHONE (319) 291-4262 FAX	SERGEANT RD TRAIL BRIDGE REPLACEMENTS CONTRACT #0000	OVERALL VICINITY MAP

Reference Number: P13267007

AGREEMENT FOR SERVICES

This **AGREEMENT** is between City of Waterloo IA ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Sergeant Road Trail Bridge Replacement Project project ("Project"), as described in Consultant's Proposal dated 02/02/2026 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000); (ii) commercial general liability insurance ($2,000,000 occ / $4,000,000 agg); (iii) automobile liability insurance ($2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability ($5,000,000 occ / agg); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Iowa law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant:	**Terracon Consultants, Inc.**	Client:	**City of Waterloo IA**
By:	*James Baxter* Date: **2/12/2026**	By:	Date:
Name/Title:	**James R. Baxter / Senior Industrial Hygienist**	Name/Title:	**Oumie Ceesay /**
Address:	**3105 Capital Way, Ste 5** **Cedar Falls, IA 50613-7030**	Address:	**715 Mulberry St** **Waterloo, IA 50703-5714**
Phone:	**(319) 277-4016** Fax:	Phone:	**(319) 291-4312** Fax:
Email:	**James.Baxter@terracon.com**	Email:	**Oumie.Ceesay@waterloo-ia.org**

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	March 2, 2026

AGENDA ITEM TITLE

Resolution approving Amendment No. 3 to a Professional Services Agreement with INVISION Architecture, for an increase of $380,000.00 for the renovation of 100 E. 4th Street for the new Waterloo City Hall, and authorizing the Mayor to execute said amendment.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving amendment No. 3 to a professional Services Agreement with INVISION Architecture, for an increase of $380,000.00 for the renovation of 100 East 4th Street for the new Waterloo City Hall, and authorizing the Mayor to execute said amendment. The estimated construction costs are $10,200,000.00, and with all design costs and other associated costs, the project will be approximately $14,000,000.00. Please refer to Exhibit "A" in the attached for the changes and scope of work.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Downtown TIF.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Amendment to Professional Services Agreement

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*	**AGREEMENT INFORMATION:**	**AMENDMENT INFORMATION:**
24102 City Hall 2025 100 E 4th St. Waterloo, IA 50703	Date: January 20, 2025	Amendment Number: 003 Date: November 18, 2025
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	
City of Waterloo 715 Mulberry Waterloo, IA 50701	INVISION Architecture, LLC 360 Westfield Ave Suite 401 Waterloo, IA 50701	

The Owner and Architect amend the Agreement as follows:
Updated description and scope of services included in proposal letter dated November 18, 2025, attached as Exhibit A - ADD $380,000

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1: (Provide total and, if known, a line item breakdown.)

Estimated construction cost $10,200,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:
Design Development complete by approximately February 2, 2026
Construction Documents complete by approximately April 6, 2026
Bidding and Negotiations complete by approximately May 25, 2026

.2 Construction commencement date approximately June 1, 2026

.3 Substantial Completion date or dates approximately April 1, 2027

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer: IMEG Consultants Corp. 2882 106th Street Urbandale, IA 50322

.2 Mechanical Engineer: MODUS Engineering 214 East 4th Street Waterloo, IA 50703

.3 Electrical Engineer: MODUS Engineering 214 East 4th Street Waterloo, IA 50703

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.2 Twelve (12) visits to the site by the Architect during construction

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
ADD $380,000

Fee summary:

Original agreement	$420,000
Amendment 1	$22,700
Amendment 2	$10,000
Amendment 3	$380,000
Total Compensation	$ 832,700

Schedule Adjustment:
See § 1.1.4 above

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User Notes: (691c97ba0704818a2264fe64)

ARCHITECT *(Signature)*	**OWNER** *(Signature)*
BY: Kathryn A. Payne, AIA	
(Printed name, title, and license number if required)	*(Printed name and title)*
November 18, 2025	
Date	*Date*

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INVISION
PLANNING | ARCHITECTURE | INTERIORS

November 18, 2025

Greg Ahlhelm
Building Official / Commercial Plans Examiner
Waterloo Building Department
715 Mulberry Street, 2nd Floor
Waterloo, IA 50703
Greg.ahlhelm@waterloo=ia.org

Re: **City Hall – Courier Building Renovations**

The Schematic Design work that INVISON and MODUS have completed has led to scope and budget changes that affect the design work that the team will need to do. What follows is an outline of the scope of changes from the current INVISION agreement and the fee adjustment to align with those changes.

PROJECT CHANGE INFORMATION

A. The original assumption was a minor remodel of the interior of the building to separate the public areas from the private staff work areas. The private areas were originally budgeted based on moving into the open office plan that exists today. Instead of that, the updated plan includes significant remodeling, construction of new offices, locker rooms, toilets, and changes to the HVAC and electrical plans.
B. The original agreement did not include a code review. However, in the process of developing the plan for the police department INVISION did a high-level code review. This investigation led to a code section that requires buildings with Police Department spaces to have enhanced structural capacity and access to a storm shelter. The plans and budget now include a 1000 square foot ICC 500 storm shelter addition, a generator, and structural changes to make the building meet an elevated risk design.
C. INVISION has met with all the department user groups that will occupy the building and the plans reflect their needs. We have based this fee adjustment on the plans that were the results of those meetings.
D. INVISION has presented two plan options. One that meets the requested needs of the department representatives, and a second one that reduces the scope of new construction by a small amount. The areas designated for the Police Department remain the same in both options.
E. Two cost opinions were provided based on the two Schematic Design options. One by INVISION, and another by Peters Construction. The costs aligned very closely. Peters cost opinion was not included in the original services scope.
F. To manage the schedule to complete the design work, INVISION proposes to start immediately on the next phases of design work. We have completed Schematic Design and are ready to move immediately into Design Development and follow with Construction Documents. This will make the bidding documents ready to be issued as soon as the City is ready to make a commitment to construction. INVISION will bill against the original contract agreement until this amendment if finalized.
G. Design Schedule: INVISION and our consultants (MEPT:MODUS, Structural:IMEG) expect the Construction Documents can be ready for bidding by the end of March 2026. This is based on acceptance of the more comprehensive Schematic Design Plan as the basis of moving forward. If additional meetings with department user groups are needed, or significant floor plan changes are required, the schedule will be impacted.
H. Budget:
    a. An owner established budget has not been provided.
    b. The expected project costs are as follows. Attached you will find the specific costs from the cost opinions. The numbers below are rounded.
        i. Base Bid Construction: $10,200,000.
        ii. Project Costs (Construction Contingency, Design Fees, owner costs for insurance, special inspections, commissioning, etc.); $2,550,000.
        iii. Total Project Cost: $12,750,000.
        iv. Planned alternates to be designed:
            1. Roof Replacement. Estimated at $550,000
            2. New Rooftop air handling units. Estimated at $500,000.
        v. Not included and outside the scope of work of this agreement:
            1. Civil Engineering work

2. Revisions to the parking lot, and parking garage
3. Changes to the street parking on the 5th street side of the building to support the Police department vehicles.

c. Costs will be evaluated again during the Design Development phase.

I. Construction Delivery
   a. This project will be publicly bid with one bid package as a Design-Bid-Build agreement with a cost based on low bid by a general contractor. The work will not be phased. Phasing has been considered and determined that there is no significant way to delay costs by postponing work.

J. Form of Contract:
   a. The changes to the professional services agreement include:
      i. Adjusted INVISION fee for added scope of work to be designed, documented and bid.
      ii. Adjusted Consultant fees for added scope of work to be designed, documented and bid. This includes:
         1. MODUS Engineering for MEPT scope.
         2. IMEG for structural design scope.
   b. The professional services agreement will be changed by Amendment to the current contract. Attached.

UPDATED SCOPE DESCRIPTION

A. First Floor:
   a. Full gut and remodel of the first-floor space to house:
      i. Police Department
      ii. Housing Authority
   b. Reconfiguration of the HVAC, Plumbing, IT, and Electrical systems to accommodate the selected plan
   c. Evaluation of exterior windows for added security needs.
   d. Adjustments to the existing entry system for access control.
   e. 1000 square foot ICC 500 storm shelter.
   f. Structural system enhancement
   g. Revisions to fire sprinkler system

B. Second Floor:
   a. Remodel of majority of the space to house:
      i. Police Department offices
      ii. Building Departments with multiple secure public transaction counters
      iii. Support space
   b. Reconfiguration of the HVAC, Plumbing, technology, and Electrical systems to accommodate the selected plan
   c. Structural enhancement
   d. Revisions to fire sprinkler system

C. Third Floor:
   a. Remodel of majority of space to house:
      i. Mayor and City Attorney Suite
      ii. Clerks Department Suite with secure public transaction counter
      iii. Tech services
      iv. Council Chamber and Mollenhoff Meeting room
      v. Human Rights Department
      vi. Community Development Suite with secure public transaction counter
      vii. Shared resource areas
   b. Reconfiguration of the HVAC, Plumbing, IT, and Electrical systems to accommodate the selected plan
   c. Structural enhancement
   d. Revisions to fire sprinkler system

D. Building wide:
   a. DDC front end system
   b. Fire Alarm updates
   c. Emergency Generator

PROJECT TEAM

1. INVISION Team will oversee the design of the project. Our team includes Jim Trunell, Kindra Christensen and support staff as needed. Kate Payne will provide project success oversight.

2. MECHANICAL, ELECTRICAL AND PLUMBING, and TECHNOLOGY ENGINEERING
   These services are included in the amendment to be provided by MODUS Engineering.

3. COST ESTIMATING
   This amendment includes a fee for Peters Construction to provide cost opinions as outlined below.

4. STRUCTURAL ENGINEERING
   These services are included in the amendment to be provided by IMEG.

5. CIVIL ENGINEERING
   We have not included Civil Engineering in this proposal.

6. LANDSCAPE ARCHITECTURE
   We have not included a Landscape Architect in this proposal.

7. ENERGY MODELING
   We have not included this in the proposal.

8. SUSTAINABILITY
   We have not included this in the proposal.

If the design develops a need for any additional design team consultants, we will review the options and costs with you and issue an amendment for the additional services.

OWNER-PROVIDED CONSULTANTS

The project may require additional professional services that would be contracted directly by the City of Waterloo. The following are likely to be required by code or best practice:

1. HVAC commissioning – code requirement based on scope of work.
2. Special Inspections of Structural work – code requirement based on scope of work
3. Soil Boring and Geotechnical report for new construction – required for structural design

OVERALL SCHEDULE

A. Project Schedule and Deliverables
   a. SD Phase – Complete but included additional services: More meetings, added cost estimates, extended schedule.
      i. Two meetings with the Police Department to finalize floor plan
      ii. Two meetings with Building Committee (needs definition) to finalize floor plan
      iii. SD Phase 100% drawing set and outline specification for approval
      iv. SD Phase project cost estimate
   b. DD Phase – 8 Weeks
      i. One meeting with each department to review MEPT scope only. No significant changes to the floor plans or schedule will be affected.
      ii. Building Committee Progress Meeting
      iii. Two Interior finishes meetings
      iv. DD Phase 100% drawing set and DD Specification for approval
         1. Printed Set will be provided. Billed as reimbursable
   c. CD Phase – 8 Weeks
      i. 50% CD Review Page Turn Meeting.
         1. Printed set if requested. Billed as reimbursable.
      ii. 95% CD Page Turn Meeting
      iii. 100% Bid Set – drawings and specifications.
         1. Printed set if requested. Billed as reimbursable.

d. Bidding & Negotiations – 6-8 Weeks
    i. Publish Construction Documents for contractor bidding
    ii. Bid date TBD
    iii. Preparation of Construction Contract between Owner and Constructor.
    iv. City Council approval of bids
e. CA Phase – 43 Weeks
    i. Start Construction
    ii. Review shop drawings
f. This timeframe produces bid results in April 2026 assuming earlier schedule milestones are met.

DELIVERABLES AND SERVICES INCLUDED

1. Architectural, Structural, Mechanical, Electrical, and Technology engineering for scope outlined above.
2. Services:
    a. Architectural: Standard Architectural services to provide Design, Bidding, and Construction Administration services for the project.
    b. Mechanical, Electrical, Plumbing, and Technology engineering to provide Design, Bidding, and Construction Administration services for the project.
    c. Structural design for ICC 500 Storm Shelter and structural enhancements to existing structure to meet Risk Level 4 per IBC.
    d. Site verification of existing conditions.
    e. Wayfinding signage
    f. 2-4 Design Development level interior renderings
    g. Code Review
3. Cost Evaluation
    a. Design Development level cost opinion.
    b. Costs will not be included for design or construction of work outside the building.
4. Meetings as described in Schedule section of this letter.

SERVICES EXCLUDED

A. Services beyond the scope of this letter
B. Furniture, Fixtures and other Equipment evaluation or design services
    a. We can provide a fee to evaluate the available furniture that exists in the building for City reuse.
C. Special Exhibit Design.
D. Printing and other reimbursable costs

CLIENT RESPONSIBILITIES

1. Review and sign off on Schematic Design Plan
2. Review and sign off on Design Development documents
3. Review and sign off on Construction Documents prior to issuance for Bidding
4. Supply existing building documentation
5. Participate in meetings outlined by Design Team to support design process
6. Establishment of Building Committee and timely participation for decision-making.
7. Plan review for code compliance

BASE SERVICE FEE

A. The current agreement for professional services is $$452,700.
    a. This includes the amendment fees for structural evaluation of the Courier building structure at 100 E. 4th Street or the Regions Bank/Creative Planning building at 100 E. Park Street. These two assessments were added by amendments 1 & 2 and total $32,700.
B. The total updated stipulated sum fee based on the revised Schematic Design Scope of work outlined above is $800,000. The original fee represented 7.76% of the estimated construction cost. The new fee represents 7.11% of the estimated construction cost.

C. The revised fee will be distributed by phase billing as follows:

	Fee % distribution by phase	Current Gross Fee	Revised Gross Fee after Amendment 3	Difference	Prior Billed	Remaining Fee by Phase
Schematic Design	20.00%	$84,000.00	$160,000.00	$76,000.00	$84,000.00	$76,000.00
Design Development	25.00%	$105,000.00	$200,000.00	$95,000.00	$51,116.25	$148,883.75
Construction Documents	25.00%	$105,000.00	$200,000.00	$95,000.00	$0.00	$200,000.00
Bidding and Negotiations	5.00%	$21,000.00	$40,000.00	$19,000.00	$0.00	$40,000.00
Construction Administration	25.00%	$105,000.00	$200,000.00	$95,000.00	$0.00	$200,000.00
Amend 1		$22,700.00	$22,700.00	$0.00	$22,700.00	$0.00
Amend 2		$10,000.00	$10,000.00	$0.00	$10,000.00	$0.00
	100%	$452,700.00	$832,700.00	$380,000.00	$167,816.25	$664,883.75

D. Reimbursable expenses, as needed, will be invoiced at cost with no markup.

CONCLUSION

Please return a signed copy of the attached Amendment.

Please contact me if you have any questions regarding the changes at katep@invisionarch.com or (319) 433-3824.

Sincerely,

Kathryn A. Payne, AIA
Principal, Architect

CONSTRUCTION ESTIMATES

PROJECT	New Waterloo City Hall	**PROJECT #**	24102
OWNER	City of Waterloo	**DATE**	10/10/2025
TO	Noel Anderson	**FROM**	Jim Trunnell
SUBJECT	SD Contractor Estimate Results		

Noel, per your request last week for contractor verification of Invision's SD estimates, we contracted Peter's Construction to provide estimates of the original SD drawings and the VE drawings. Their estimates are adjacent to Invision's below.

	INVISION	**Peter's Construction**	Cost Variance
SD plan	$10,245,147	$10,072,327	-$172,820
VE plan	$8,322,517	$8,451,324	+$128,807

Project Cost Based on Peter's Construction Estimates		
	SD plan	**VE plan**
Estimate (Bid Day)	$10,072,327	$8,451,324
Owner Costs (25%)	$2,518,081	$2,112,831
FF&E	$200,000	$200,000
Subtotal	$12,790,408	$10,764,155
Roof Replacement	$550,000	$550,000
New Rooftop Units	$500,000	$500,000
Civil Work	Not in Scope	Not in Scope
Project Total	**$13,890,408**	**$11,864,155**

Please let us know if you have any additional questions. We look forward to discussing next steps with you.

Jim Trunnell, AIA

INVISION Architects

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving a Consent and Assignment of Ground Lease between the City of Waterloo, Waterloo Development Corporation and Farmers State Bank, for the new hardcourts facility, located at 205 W. Commercial Street, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving a Consent and Assignment of Ground Lease between the City of Waterloo, Waterloo Development Corporation and Farmers State Bank, for the new hardcourts facility, located at 205 West Commercial Street, and authorizing the Mayor to execute said document.

The purpose of this agreement is to partially secure the payment and performance of the indebtedness and obligations of Waterloo Development Corporation. The city is involved in this agreement due to being the owner of the property, and signing the agreement notes that the city approves the assignment of the ground lease to the lender (Farmers State Bank). If there are any future assignments, the city as the landlord will need to approve such assignment.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Those parts of Lot 1, in Tech Works Addition to Waterloo, Black Hawk County, Iowa described as follows:

Lot 1, in Tech Works Addition to Waterloo, Black Hawk County, Iowa, except Parcel "E" of Plat of Survey Doc. No. 2013-8971; except Parcel "F" of Plat of Survey Doc. No. 2013-19092, and amended in Doc. No. 2015-21270; except Parcel "G" of Plat of Survey Doc. No. 2020-12244; except Parcel "I" of Plat of Survey Doc. No. 2022-17202; except that part of Lot 1 bounded by Parcel "F", Westfield Avenue, and Jefferson Street; and except that 25 foot roadway easement as shown in Doc. No. 2009-10204 (Tax Parcel No. 891323378017);

AND
Parcel "K" of Plat of Survey Doc. No. 2024-8092, being a part of Parcel "G" of Plat of Survey Doc. No. 2020-12244 (Tax Parcel No. 891323378026)

AND
When acquired: Parcel "J" of Plat of Survey Doc. No. 2024-08091 (Part of Tax Parcel No. 891323378016).

ATTACHMENTS

1. Consent and Assignment of Ground Lease Agreement

Prepared by and return to: Thomas N. DeBoom, Simmons Perrine PLC, 115 Third Street SE, Suite 1200, Cedar Rapids, IA 52401-1266; telephone: 319-366-7641

CONSENT AND ASSIGNMENT OF GROUND LEASE

This Consent and Assignment of Ground Lease ("**Assignment**") is made and entered as of February __, 2026, by and between Waterloo Development Corporation, an Iowa nonprofit corporation ("**Borrower**"), City of Waterloo, Iowa ("**Landlord**"), and Farmers State Bank, an Iowa state chartered bank with an address of 131 Tower Park Dr., Waterloo, IA 50701 ("**Lender**" and together with Borrower and Landlord, each, a "**Party**" and, collectively, the "**Parties**").

WHEREAS, Borrower, as lessee, and Landlord, as lessor, are parties to that certain Ground Lease dated on or about January 5, 2026 (as amended from time to time and together will all addenda thereto, the "**Ground Lease**") with respect to the real property legally described as follows and located in **Black Hawk County, State of Iowa**:

See attached Exhibit "A"

(consistent of Tax Parcel No. 891323378026, Tax Parcel No. 891323378017, and part of Tax Parcel No. 891323378016) (the "**Land**");

WHEREAS, Lender has agreed to provide a loan to the Borrower pursuant the terms of a promissory note in the original principal amount of $22,000,000.00 ("**Note**") and certain Loan Documents, as hereafter defined, dated as of February __, 2026 (the "**Loan**") and any other documents executed in connection with the loans, as may be amended from time to time, and incorporated herein by reference (collectively, the "**Loan Documents**"); and

WHEREAS, Lender has agreed to enter into the Loan Documents with the Borrower, subject to and conditioned upon, among other things, the execution and delivery of this Assignment by Borrower and Landlord.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. Assignment. In order to partially secure the payment and performance of the indebtedness and obligations of the Borrower under the Loan Documents and for other good and valuable consideration, Borrower assigns, transfers, grants, and conveys to Lender all of Borrower's right, title and interest in and to the Ground Lease, together with any and all other documents executed in connection with the Ground Lease. This Assignment is made as additional collateral and security for the Loan. Borrower acknowledges that the making of the Loan by Lender to Borrower is made in reliance on this Assignment. The Parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Ground

Lease, subject to Borrower's right to enjoy all its rights and privileges under the Ground Lease so long as no event of default has occurred under any of the Loan Documents which has not been cured within any applicable cure period under such Loan Document and as long as Lender shall not have exercised its rights described in Section 2 hereof.

2. Lender's Rights. Lender shall have the right and option, in its sole discretion, to exercise any and all rights, benefits and privileges of the Borrower in the Ground Lease upon the occurrence of an event of default under any of the Loan Documents which has not been cured within any applicable cure period under such Loan Document; provided, however, neither this Assignment nor any action or actions on the part of Lender shall constitute an assumption by Lender of any of the obligations of Borrower under the Ground Lease, and Borrower shall continue to be liable for all obligations thereunder. Without limiting the foregoing, Lender shall have the right and option at any time, in its sole discretion (but under no circumstances shall it be obligated) to take in its name or in the name of Borrower such action as Lender may at any time or from time to time reasonably determine to be necessary to cure any default of Borrower under the Ground Lease. Lender shall incur no liability on account of any action taken by it or on its behalf pursuant to this Assignment, whether or not the same shall prove to be improper, inadequate or invalid in whole or in part, except where such action or actions are finally determined by court with proper jurisdiction to constitute gross negligence or willful misconduct.

3. Borrower's Covenants. Borrower represents that the Ground Lease is valid and binding and Borrower is not in default in whole or in part under the Ground Lease. Borrower agrees that it will not amend, assign or transfer any interest in or modify the Ground Lease or terminate the terms thereof without the prior written consent of Lender. Borrower will pay when due all sums required to be paid by the Ground Lease. Borrower will fulfill or perform each and every material condition and covenant of the Ground Lease required to be fulfilled or performed by Borrower, give prompt notice to the Lender of any notice of default received by Borrower under the Ground Lease, together with a complete copy of any such notice, and, at the sole cost and expense of Borrower, cure such default as required by the Ground Lease. Borrower agrees to execute and deliver to Lender such other documents as Lender may deem necessary to evidence and/or protect Lender's rights, remedies and interests in and under the Ground Lease and this Assignment.

4. Power of Attorney. Borrower irrevocably appoints the Lender as Borrower's attorney-in-fact to exercise any or all of Borrower's right in, to, and under the Ground Lease, to give appropriate receipts, releases, and satisfactions on behalf of Borrower in connection with the performance under the Ground Lease, and to do any or all other acts, in Borrower's name or in the Lender's own name, that Borrower could do under the Ground Lease with the same force and effect as if this Assignment had not been made. This power of attorney is coupled with an interest and may only be employed by the Lender after the occurrence of an event of default under the Loan Documents.

5. Landlord's Consent to Assignment. Subject to the terms and conditions of this Assignment, Landlord herby acknowledges and consents to this Assignment of the Ground Lease, and in consideration of the benefit to be received by it and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, covenants and agrees with Lender that, subject to the terms and conditions of the Ground Lease, in the event of Lender's exercise of its rights under this Assignment with respect to the Ground Lease (which Lender may do at its sole and absolute discretion), the Ground Lease shall remain in full force and effect for the benefit of Lender. Landlord agrees that it will consent to any assignment of the Ground Lease by Lender on behalf of itself or Borrower. Landlord hereby affirmatively waives any statutory or consensual landlord's lien and distress or distraint rights relating to the buildings, equipment, goods, trade fixtures and other personal property owned by Borrower, and installed or kept on the Land.

6. Landlord Covenants. Landlord represents that the Ground Lease is valid and binding, and Borrower is not in default in whole or in part under the Ground Lease. Landlord is the titleholder of record for the assets and real estate subject to the Ground Lease.

7. Right to Cure Lease Default. In the event of default by Borrower under the Ground Lease, prior to Landlord's termination of the Ground Lease, Landlord shall give notice of such default to Lender, and thereafter Lender shall have an opportunity to cure such default within a reasonable time. Landlord's notice must be in writing and either served personally, by overnight mail, or sent by first class certified, return receipt mail to Lender as follows:

Farmers State Bank
Attention: Jason Hosch, Chief Retail Officer
131 Tower Park Dr.
Waterloo, IA 50701

8. Acceleration. Borrower acknowledges and agrees that any default by Borrower in the performance of any of the terms of the Ground Lease or breaches any covenant hereof shall constitute an event of default under the Note, and Lender, at its option, may declare the unpaid balance of the Loan immediately due and payable.

9. No Assumption of Liability. Lender does not, by the execution of this Assignment, assume any liability or become liable in any manner whatsoever for the performance of any of the terms and conditions in the Ground Lease, unless and until Lender definitely assumes such obligations in writing.

10. Reimbursement of Expenses; Indemnification. Borrower shall promptly reimburse Lender for all costs and expenses (including reasonable attorneys' fees) incurred by Lender in exercising any of its rights or remedies under this Assignment, and in protecting or exercising Lender's and/or Borrower's rights under the Ground Lease. All amounts payable by Borrower hereunder shall bear interest at the default rate set out in the Note or the highest rate permitted by law (whichever is lower) from its due date until paid without any formal demand for payment by Lender. Borrower agrees to indemnify, save, and hold harmless Lender from and against any and all claims, liabilities, losses, costs, and expenses (including but not limited to attorneys' fees, costs and expenses) (collectively, "**Losses**") assessed against or incurred by Lender, its affiliates, and its and their respective officers, directors, employees, and agents (each, an "**Indemnified Party**") arising from or relating to (i) any failure of Borrower to perform and observe, at the time and in the manner therein provided, each of the covenants, agreements and obligations of Borrower contained in the Ground Lease and/or this Assignment, or (ii) any action or omission of Lender under the Ground Lease in accordance with this Assignment; provided, however, that Borrower shall have no obligation to indemnify an Indemnified Party from and against any Losses to the extent such Losses is finally determined by court with proper jurisdiction to have been caused by such Indemnified Party's gross negligence or willful misconduct.

11. Waiver of Jury Trial. EACH PARTY HEREBY JOINTLY AND SEVERALLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THE ASSIGNMENT, THE OBLIGATIONS THEREUNDER OR ANY TRANSACTION ARISING THEREFROM OR CONNECTED THERETO. EACH PARTY REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

12. General Provisions.

a. Entire Agreement. This Assignment and the Ground Lease contain all the terms and conditions agreed upon by the Parties relating to the subject matter of this Assignment and supersede all prior agreements and understandings between the Parties with respect to the subject matter hereof.

b. Modification and Waiver. This Assignment may not be amended or modified except by written instrument signed by all Parties. Borrower and Landlord agree that they shall not amend, modify, or terminate any terms of the Ground Lease without the prior written consent of Lender. No waiver

of any breach or potential breach of any Party under this Assignment will be effective unless set forth in a writing duly signed by the Party granting such waiver, and no waiver of the breach of any matter on any one occasion shall constitute a waiver of a breach of such matter or any other matter on any subsequent occasion. The failure of any Party to seek redress for violation of or to insist upon the strict performance of any provision of this Assignment shall not affect such Party's right to seek redress for a subsequent violation or failure to perform the same provision.

c. Binding Effect; Assignment. This Assignment and all the terms and provisions of this Assignment shall be binding upon, shall inure to the benefit of, and shall be enforceable by the Parties, their representatives, successors and permitted assigns. All rights of Lender under this Assignment may be assigned, pledged, mortgaged or transferred by Lender to any third party without the consent of the other Parties. Borrower may not assign its rights or obligations under this Assignment without Lender's prior written consent.

d. Survival. The Parties agree that all of the representations, warranties, covenants and agreements contained in this Agreement shall survive and continue in full force and effect until all obligations and indebtedness of Borrower under the Loan Documents have been satisfied in full.

e. Governing Law. This Assignment shall be construed in accordance with and governed by the laws of the State of Iowa without regard to the conflicts of law provisions thereof.

f. Notices. Any notice required to be given to Lender under this Assignment shall be given to Lender as provided in Section 7 hereof. Any notice required to be given to Landlord or Borrower under this Assignment shall be given as provided in the Ground Lease.

g. Severability. In the event any one or more of the provisions contained in this Assignment should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction).

h. Headings. Paragraph headings contained herein are for the convenience of reference only and shall not be construed so as to affect the interpretation or construction of any substantive provision of this Agreement.

i. Receipt. Each Party hereby acknowledges receipt of a copy of this Assignment.

j. Counterparts. This Assignment may be executed and delivered by facsimile or other means of electronic transmission and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. All signatures of the Parties transmitted by facsimile or other means of electronic transmission shall be deemed to be their original signatures for all purposes.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

[Remainder of Page Intentionally Blank; Signature Page Follows]

[Signature Page 1 of 3 for Consent and Assignment of Ground Lease]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment to be effective as of the day and year first above written.

BORROWER:

Waterloo Development Corporation

By: Robert W. Petersen
Robert W. Petersen, President

STATE OF IOWA
) ss:
COUNTY OF BLACK HAWK)

Signed and sworn to (or affirmed) before me on February 9, 2026 by Robert W. Petersen, as the President of Waterloo Development Corporation.

JESUS RAMIREZ JR
COMMISSION NO. 798738
MY COMMISSION EXPIRES
8-12-2028

Jesus Ramirez Jr.
Notary Public in and for said State
Printed Name: Jesus Ramirez, Jr.
My Commission Expires: 8-12-2028

LENDER:

Farmers State Bank

By: _____ CRO
Jason Hosch, Chief Retail Officer

STATE OF IOWA
) ss:
COUNTY OF BLACK HAWK)

Signed and sworn to (or affirmed) before me on February 9th, 2026 by Jason Hosch, as the Chief Retail Officer of Farmers State Bank.

_____
Notary Public in and for said State
Printed Name: Dustin Thorson
My Commission Expires: 2/9/26

NOTARIAL SEAL IOWA
DUSTIN THORSON
COMMISSION NO. 740501
MY COMMISSION EXPIRES
5-2-27

[Signature Page 3 of 3 for Consent and Assignment of Ground Lease]

LANDLORD:

City of Waterloo, Iowa

By: _____
David Boesen, Mayor

STATE OF IOWA
) ss:
COUNTY OF BLACK HAWK)

Signed and sworn to (or affirmed) before me on _____, 2026 by David Boesen, as the Mayor of the City Of Waterloo, Iowa.

_____
Notary Public in and for said State
Printed Name: _____
My Commission Expires: _____

EXHIBIT A

Those parts of Lot 1, in TechWorks Addition to Waterloo, Black Hawk County, Iowa described as follows:
Lot 1, in TechWorks Addition to Waterloo, Black Hawk County, Iowa, except Parcel "E" of Plat of Survey Doc. #2013-8971; except Parcel "F" of Plat of Survey Doc. #2013-19092, and amended in Doc. #2015-21270; except Parcel "G" of Plat of Survey Doc. #2020-12244; except Parcel "I" of Plat of Survey Doc. #2022-17202; except that part of Lot 1 bounded by Parcel "F", Westfield Avenue, and Jefferson Street; and except that 25 foot roadway easement as shown in Doc. #2009-10204 (Tax Parcel No. 891323378017);

AND
Parcel "K" of Plat of Survey Doc. #2024-8092, being a part of Parcel "G" of Plat of Survey Doc. No. 2020-12244 (Tax Parcel No. 891323378026)

AND

When acquired: Parcel "J" of Plat of Survey Doc. No. 2024-08091 (Part of Tax Parcel No. 891323378016).

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving a Tax Rebate Agreement with Iowa Heartland Community Investment Fund, LLC for unclaimed tax rebates on 301-311 E. 3rd Street, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo entered into a Development Agreement with Black Hawk Contracting and Development on February 17, 2014 for the condos at 301-311 E 3rd Street. 4.5 years of rebates were not claimed by Black Hawk Contracting and Development or the successors, so Habitat is eligible to receive these unclaimed taxes. The Rebate Agreement would approve Iowa Heartland Community Investment Fund (Iowa Heartland Habitat for Humanity) to receive these tax rebates.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

East Waterloo Unified TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lots 1- 8, St. Joseph' s Square, in the City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. Rebate Agreement - Habitat - St Joseph's Square Units - signed
2. Black Hawk Contracting and Development Co.-2_17_2014
3. Paramount Investments, LLC - Amendment to Development Agreement - 9.20.2021

Prepared By: Austin J. McMahon, Lange & McMahon, PLC, 222 1st St. E., Independence, IA 50644; 319-334-4488

TAX REBATE AGREEMENT

This Tax Rebate Agreement (the "Agreement") is entered into as of _____, 2026 by and between Iowa Heartland Community Investment Fund, LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. **WHEREAS**, Company has purchased certain Property, as described in Exhibit A to this Agreement, that was the subject of a Development Agreement ("DA") entered into on or about February 17, 2014, and recorded with the Black Hawk County Recorder as File No. 2014-00018869.

B. **WHEREAS**, said DA provided for yearly tax rebates equal to 50% of the taxes paid on the taxable value of the Property over and above the base value of $33,600.00.

C. **WHEREAS**, in consideration of Company's purchase of the Property, the parties to this Agreement desire to allow Company to avail itself of tax rebates on 4.5 years of property taxes paid with respect to the Property.

AGREEMENT

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

1. **Tax Rebates.** City agrees to rebate property taxes paid in respect of the Property as follows:

Year 1 – Year 4.5: 50% rebate

for any taxable value over the January 1, 2013 land value of $33,660 for the Property. Rebates are payable in respect of a given year only to the extent that Company has actually paid general property taxes due and owing for such year. To receive rebates for a given year, Company must, within twelve (12) months after the tax payment due date, submit a completed rebate request to City on the form provided by or otherwise satisfactory to City.

2. **Limitations on Payment of Rebates.**

A. Each payment of a Rebate is subject to annual appropriation by the city council each fiscal year. City has no obligation to make any payments to Company as contemplated under this Agreement until the city council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this paragraph is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to make future payments of Rebates shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City's bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

B. City shall have no obligation to make a payment of a Rebate to Company if at any time during the term hereof City fails to appropriate funds for payment or City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Property and Improvements to fund a Rebate payment to Company, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof, or City's ability to collect Tax Increment from the Improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual Rebate payments would otherwise have been paid to Company under the terms of this Agreement, then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

C. For purposes of this Agreement, “Tax Increments” shall mean the property tax revenues on the Improvements and Property received by and made available to City for deposit in an account maintained under this Agreement, the provisions of Iowa Code§ 403.19 and the ordinance governing the Urban Renewal Plan.

D. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, including but not limited to the Rebate payments, might be subject to completion and satisfaction of certain separate City Council actions and legal proceedings required under Iowa Code Chapter 403 or other law, including local ordinances, including, but not limited to, the holding of public hearings.

3. Company agrees to defend, hold harmless, and indemnify the City from any liability, obligation, or damages arising from claims made or actions brought any person or entity asserting that he, she, or it is entitled to property tax rebate payments on account of property taxes paid with respect to the Property.

IN WITNESS WHEREOF, the parties have executed this Tax Rebate 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 COMMUNITY INVESTMENT FUND, LLC

By: _____
Alison Parrish (Jan 22, 2026 06:35:58 CST)
Ali Parrish, Executive Director

EXHIBIT A

Description of Property

Lots 1- 8, St. Joseph' s Square, in the City of Waterloo, Black Hawk County, Iowa.

(Also identified as Parcel Nos. 8913- 24- 353- 009 through 8913-24- 353- 016, inclusive, and locally known as 301, 303, 305, 307, 309, and 311 E. 3rd Street, Waterloo, Iowa.)

CITY OF WATERLOO, IOWA

COMMUNITY PLANNING AND DEVELOPMENT
715 Mulberry Street • Waterloo, Iowa 50703-5783 • (319) 291-4366 Fax (319) 291-4262
NOEL C. ANDERSON, *Community Planning & Development Director*

Continuation
February 17, 2014

Mayor
BUCK
CLARK

COUNCIL
MEMBERS

DAVID
JONES
Ward 1

CAROLYN
COLE
Ward 2

HAROLD
GETTY
Ward 3

QUENTIN
HART
Ward 4

RON
WELPER
Ward 5

BOB
GREENWOOD
At-Large

STEVE
SCHMITT
At-Large

CITY OF WATERLOO

Council Communication
City Council Meeting: December 16, 2013
Prepared: December 11, 2013
Dept. Head Signature:
# of Attachments:

SUBJECT: Request to set a date of public hearing as January 13, 2014 to enter into a development agreement with Black Hawk Contracting and Development to authorize the sale and conveyance of a portion of City owned property for $1.00 along Lafayette Street near its intersection with East 3rd Street, for the construction of 6 townhouse dwellings, along with tax rebates to developer.

Submitted by: Noel Anderson, Community Planning & Development Director

Recommended City Council Action: Approval of request

Summary Statement: Transmitted herewith is a request to set a date of public hearing as November 25, 2013 to enter into a development agreement with Black Hawk Contracting and Development to authorize the sale and conveyance of City owned property for $1.00 along Lafayette Street, near its intersection with East 3rd Street, for the construction of 6 townhouse dwellings. The property in question has served as a city-owned parking lot with little to no leasing for its location.

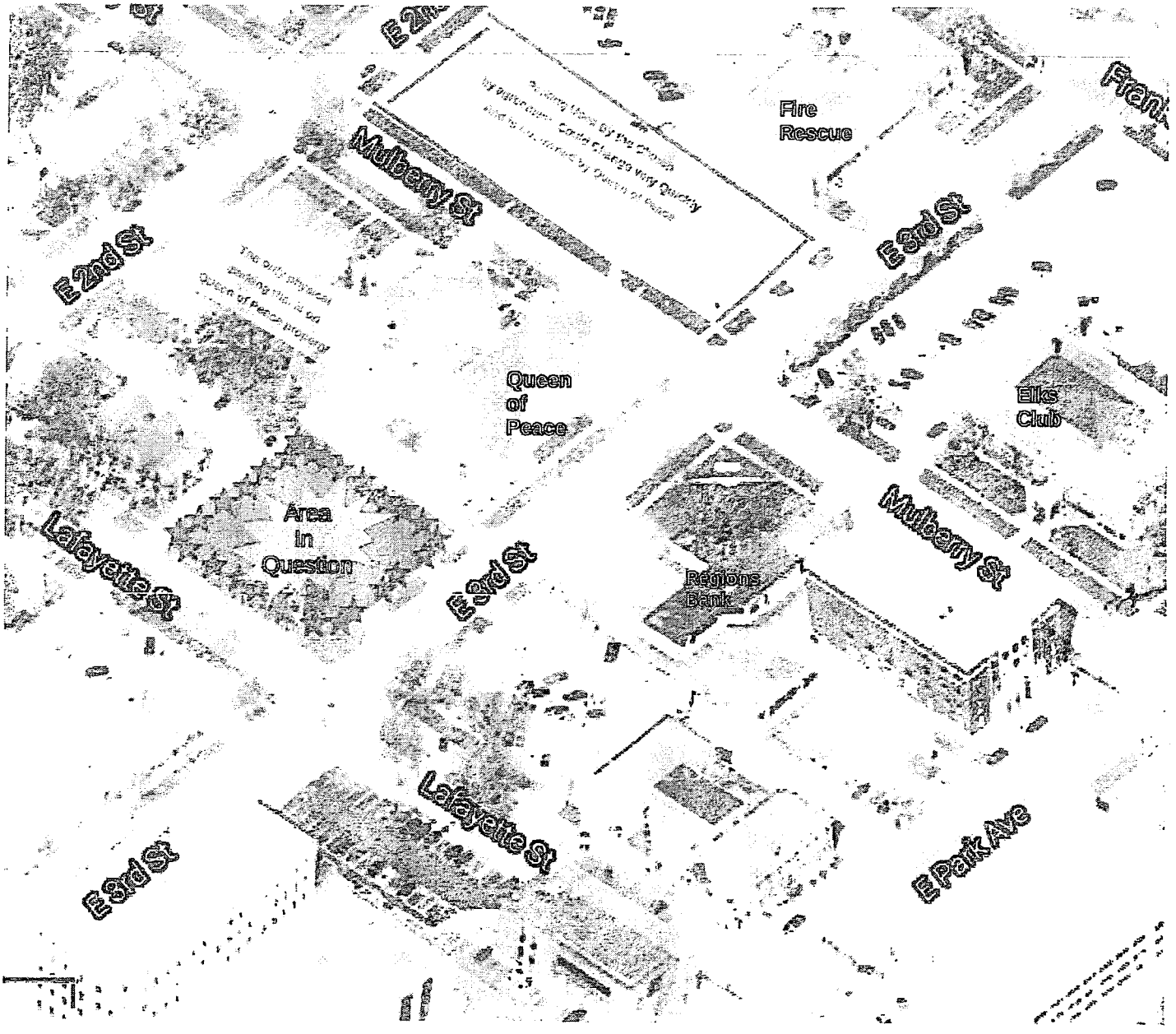
As you are aware, Black Hawk Contracting and Development has been actively redeveloping this area, and has built 5 new homes on East 8th Street, and 3 new homes on Lafayette Street near East 8th, for the City of Waterloo. Black Hawk Contracting & Development is also actively working to build new townhome units on Lafayette and East 7th Street.

Therefore, we would ask that the City Council set a date of public hearing, and publish and official notice pertinent to the request to sell and convey the area described herein.

Expenditure Required. None.

Source of Funds: N/A

Policy Issue: Sale of City Property



Our situation does not allow for us to expand or obtain other areas of parking. It is only proper that We come to agreement that will protect Queen of Peace in the future. The map presented shows this plainly and simply.
The subject of this presentation is should this happen in our back yard for the sum of One Dollar and effect this Parish for years to come. There are a lot of other areas in this city where development of this type would be very welcome with land available.

Not putting it in a area which will effect the well being of A Parish that has been a part of this city for over a century and shows every sign of being here for another.

STATE OF IOWA,
Black Hawk County

I do solemnly swear that the annexed copy of
1426452
NOTICE OF PUBLIC HEARING TO WHOM IT
notice was published in the WATERLOO/CEDAR FALLS COURIER -,
a daily newspaper printed in WATERLOO,
Black Hawk County, Iowa, for 1 issues
commencing on 01/02/2014, in the issues of
01/02/2014
of said newspaper, and that the annexed rate of
advertising is the regular legal rate of said
newspaper, and that the following is a correct
bill for publishing said notice.

Printer's Bill $13.42

Signed

Subscribed and sworn to before me this

7 day of January, 2014

TANYA L GEER
COMMISSION NO.781088
MY COMMISSION EXPIRES
NOVEMBER 1, 2016

Notary Public

Received of _____

the sum of _____ Dollars
in full for publication of the above invoice.

Notary Seal:

NOTICE OF PUBLIC HEARING
TO WHOM IT MAY CONCERN:
Notice is hereby given that on the 13th day of January, 2014, at 5:30 p.m., in the Council Chambers in the City Hall in the City of Waterloo, Iowa, a public hearing will be held by the Council of the City of Waterloo, Iowa, to approve a Development Agreement with Black Hawk Contracting and Development for the sale and conveyance of a portion of City-owned property along Lafayette Street near its intersection with East 3rd Street for $1.00, for the purpose of constructing six (6) townhouse dwellings, legally described as follows:
Lots 8 and 9, in Block 31, Original Plat on the East side of the Cedar River, City of Waterloo, Black Hawk County, State of Iowa.
Anyone who is interested may appear at said time and place and be heard or may file written objection with the City Clerk, City Hall, Waterloo, Iowa, before the date set for said hearing.
By order of the Council of the City of Waterloo this 16th day of December, 2013.
Suzy Schares
City Clerk

Preparer Information: Christopher S. Wendland, PO Box 596, Waterloo, Iowa 50704 (319) 234.5701
Name Address City Phone

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of February 17, 2014, by and between Black Hawk Contracting & Development, Co. (the "Company") and the City of Waterloo, Iowa (the "City"). John R. Rooff III is a principal of Company and executes the personal guaranty at the end of this Agreement for the purposes stated therein.

RECITALS

A. 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.

B. Company is willing and able to finance and construct buildings and related improvements on property located in the Downtown Urban Renewal and Redevelopment Plan area, generally located at Lafayette Street and East 3rd Street, and legally described on Exhibit "A" attached hereto (the "Property").

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, or cause it to be conveyed, to Company for the sum of $1.00 (the "Purchase Price"). Conveyance shall be by special warranty deed, free and clear of all encumbrances arising by or through City except: (a) easements, conditions and restrictions of record which do not, in Company's opinion, interfere with Company's

proposed use; (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. 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 Project (defined below), which may take the form of a lending commitment letter. City 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. 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.

2. **Improvements by Company.** Company shall subdivide the Property into six (6) separate lots to allow for the construction of one (1) townhome of not less than 1,000 square feet on each lot. Each separate lot upon which a home will be constructed (a "phase") shall be completed to a finished state, including installation of driveways and sidewalks, removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (collectively, the "Improvements"). The Improvements shall be constructed in accordance with all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. It is contemplated that the Improvements will have a total market value upon completion of no less than $140,000 per townhome. The Property, the Improvements, and all site preparation and development-related work to make the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project". All Improvement designs for buildings and layout shall be approved by a City-designated Design Build Management Team (DBMT) as appointed by the Mayor.

3. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to convey the Property to Company and that without said commitment City would not do so. Measured from the date the Property is deeded to Company, Company must obtain a building permit and begin construction on the first phase within four (4) months, on the second Phase within eight (8) months, and on all remaining phases by June 1, 2015. Construction of all phases shall be completed no later than September 30, 2015.

If Company has not, in good faith, begun the construction of any phase of the Improvements on the schedule stated above, then title to the Property shall revert to the City, except as provided in this Agreement; provided, however, that if construction has not begun at the end of any phase commencement period but the development of the Project is still imminent, the City Council may, but shall not be required to, consent to an extension of time 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 the title to the Property shall revert to the City after the end of said extended period. If Company determines at any time that the Project is not

economically feasible, then after giving thirty (30) days' advance written notice to City, Company may convey the Property to City by special warranty deed, and thereupon neither party shall have any further obligation under this Agreement except as expressly provided. If development 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, the requirement that construction of any phase or of the entire Project shall be tolled for a period of time equal to the period of such stoppage or delay, and thereafter if construction is not completed within the allowed period of extension then title to the Property shall revert to the City.

4. **Platting and Release.** The parties expect that Company will plat the Property for purposes of the Project. As nearly as reasonably possible, the area platted for each phase shall be comprised of a roughly equivalent area as measured in square feet. In connection with any sale by Company of that part of the Property corresponding with a completed phase of Improvements, City agrees to release such part of the Property from the conditions and restrictions set forth in this Agreement. A release of any such part of the Property shall not affect the continued effectiveness and enforceability of this Agreement as to any part of the Property that is not specifically released.

5. **Reverter of Title; Indemnity.** Title shall not revert to City as to any phase of Improvements that has been substantially completed as provided in this Agreement. 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 Property, or phase thereof, that is free and clear of any lien, claim, or encumbrance arising by or through Company. Company shall pay in full, so as to discharge or satisfy, all liens, claims, charges, and encumbrances on or against the Property or phase conveyed. If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days of 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 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, or injury made, suffered, or incurred as a result of or in connection with the Project, Company's failure to carry on or complete same, or any lien, claim, charge, or encumbrance 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. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

6. **No Encumbrances; Limited Exception.** Until completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any lien, encumbrance, mortgage, security interest, or charge on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements and of which Company notifies City in advance of Company's execution of any such mortgage. Company may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Improvements.

7. **Water and Sewer.** Company will be responsible for extending water and sewer service from the public right of way to any location on the Property and for payment of any associated connection fees.

8. **Tax Rebates.** Provided that Company has completed the Improvements as set forth herein, City agrees to rebate property tax (with the exceptions noted below) as follows:

Year One	50% rebate
Year Two	50% rebate
Year Three	50% rebate
Year Four	50% rebate
Year Five	50% rebate
Year Six	50% rebate
Year Seven	50% rebate
Year Eight	50% rebate
Year Nine	50% rebate
Year Ten	50% rebate

for any taxable value over the January 1, 2013 land value of $33,660 for the Property as a whole, or $5,610 per phase parcel after platting. Rebates are payable in respect of a given year only to the extent that Company or a future owner of the Property or a phase parcel has actually paid general property taxes due and owing for such year. To receive rebates for a given year, Company must, within twelve (12) months after the tax payment due date, submit a completed rebate request to City on the form provided by or otherwise satisfactory to City.

The taxable value of the Property as a result of the Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of $500.00. This rebate program is not applicable to any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law.

Rebates will be paid on a phase-by-phase basis after Company plats the Property as contemplated by this Agreement. The first year in which a rebate may be given ("Year One") shall be the first full year for which the assessment is based upon the completed value of the Improvements relating to a given phase, and not based on a prior year for which the assessment is based solely upon (x) the value of the Property

or a phase parcel or upon (y) the value of the Property or a phase parcel and a partial value of the Improvements due to partial completion of the Improvements or a partial tax year.

The parties agree that rebates are intended for the benefit of Company to compensate it for certain of its development costs and will not run with the land. City shall pay rebates to the Company even if Company conveys the property to a third party, unless City receives from Company a written assignment of its rebate right, in a form reasonably acceptable to City, to the owner of the phase parcel.

9. **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.

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

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

B. Company is duly organized, validly existing, and in good standing under the laws of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

C. Company has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Company.

11. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in unimproved phase portions of the Property prior to completion of the improvements pertaining to such phase 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.

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. **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, to Black Hawk Contracting & Development Co., 1509 Commercial Street, Waterloo, Iowa, 50701, Attention: John Rooff, with a copy to Eric W. Johnson, Esq., Beecher Law Firm, 620 Lafayette Street, Waterloo, Iowa 50703.

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

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

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

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

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

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

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

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

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

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

CITY OF WATERLOO, IOWA

By: _____
Ernest G. Clark, Mayor

Attest: _____
Suzy Schares, City Clerk

BLACK HAWK CONTRACTING & DEVELOPMENT CO.

By: _____
John R. Rooff, III, President

[personal guaranty on next page]

PERSONAL GUARANTY. The undersigned, being either an officer, shareholder, manager, or member of Company, hereby agree for themselves and their heirs, personal representatives, and assigns, to unconditionally guarantee to City, its successors and assigns, the full and prompt performance by Company, its successors and assigns, of all promises and covenants on the part of Company to be performed pursuant to the foregoing Agreement, including but not limited to the duties of indemnity set forth therein. Liability of multiple guarantors hereunder is joint and several.

John R. Rooff, III

EXHIBIT "A"

Legal Description of Property

Lots 8 and 9, in Block 31, Original Plat on the East Side of the Cedar River, City of Waterloo, Black Hawk County, Iowa.

Prepared by James E. Walsh, Jr., City Attorney, 715 Mulberry, Waterloo, IA, 50703, telephone (319) 291-4327

TAX STATEMENT: Black Hawk Contracting and Development Co., 1509 Commercial Street, Waterloo, Iowa 50702

SPACE ABOVE THIS LINE FOR RECORDER

QUIT CLAIM DEED

For the consideration of ($1.00) One-Dollar(s) and other good and valuable consideration, plus costs

CITY OF WATERLOO, IOWA

does hereby Quit Claim to

Black Hawk Contracting and Development Co.

all our right, title, interest, estate, claim and demand in the following-described real estate in Black Hawk County, Iowa:

Lots 8 and 9, in Block 31, Original Plat on the East Side of the Cedar River, City of Waterloo, Black Hawk County, Iowa.

This transaction exempt from Documentary Stamp and Declaration of Value per Iowa Code §428A.2(6) (2013).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: February 17, 2014

CITY OF WATERLOO, IOWA

Ernest G. Clark, Mayor

ATTEST:

Suzy Schares, City Clerk

STATE OF IOWA, COUNTY OF BLACK HAWK) ss

On this 17th day of February, 2014, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ernest G. Clark and Suzy Schares, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its City Council as contained in the Resolution adopted by the City Council, under Council Action No. 142303 of the City Council on the 17th day of February, 2014, and that Ernest G. Clark and Suzy Schares acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

NOTORIAL SEAL IOWA

DeAnne Kobliska
COMMISSION NO. 763995
MY COMMISSION EXPIRES
7-26-16

Notary Public in and for the State of Iowa

REAL ESTATE TRANSFER - GROUNDWATER HAZARD STATEMENT

TO BE COMPLETED BY TRANSFEROR

TRANSFEROR:

Name City of Waterloo

Address 715 Mulberry Street, Waterloo, Iowa 50703

Number and Street or RR | City, Town or P.O. | State | Zip

TRANSFEREE:

Name Black Hawk Contracting and Development Co.

Address 1509 Commercial Street, Waterloo, Iowa 50702

Number and Street or RR | City, Town or P.O. | State | Zip

Address of Property Transferred:

Parking Lot

Number and Street or RR | City, Town or P.O. | State | Zip

Legal Description of Property: (Attach if necessary) Lots 8 and 9, in Block 31, Original Plat on the East Side of the Cedar river, City of Waterloo, Black Hawk County, Iowa.

1. **Wells (check one)**
   - X There are no known wells situated on this property.
   - ___ There is a well or wells situated on this property. The type(s), location(s) and legal status are stated below or set forth on an attached separate sheet, as necessary.
2. **Solid Waste Disposal (check one)**
   - X There is no known solid waste disposal site on this property.
   - ___ There is a solid waste disposal site on this property and information related thereto is provided in Attachment #1, attached to this document.
3. **Hazardous Wastes (check one)**
   - X There is no known hazardous waste on this property.
   - ___ There is hazardous waste on this property and information related thereto is provided in Attachment #1, attached to this document.
4. **Underground Storage Tanks (check one)**
   - X There are no known underground storage tanks on this property. (Note exclusions such as small farm and residential motor fuel tanks, most heating oil tanks, cisterns and septic tanks, in instructions.)
   - ___ There is an underground storage tank on this property. The type(s), size(s) and any known substance(s) contained are listed below or on an attached separate sheet, as necessary.

FILE WITH RECORDER **DNR form 542-0960 (July 18, 2012)**

5. **Private Burial Site (check one)**
   X There are no known private burial sites on this property.
   ___ There is a private burial site on this property. The location(s) of the site(s) and known identifying information of the decedent(s) is stated below or on an attached separate sheet, as necessary.
6. **Private Sewage Disposal System (check one)**
   X All buildings on this property are served by a public or semi-public sewage disposal system.
   ___ This transaction does not involve the transfer of any building which has or is required by law to have a sewage disposal system.
   ___ There is a building served by private sewage disposal system on this property or a building without any lawful sewage disposal system. A certified inspector's report is attached which documents the condition of the private sewage disposal system and whether any modifications are required to conform to standards adopted by the Department of Natural Resources. A certified inspection report must be accompanied by this form when recording.
   ___ There is a building served by private sewage disposal system on this property. Weather or other temporary physical conditions prevent the certified inspection of the private sewage disposal system from being conducted. The buyer has executed a binding acknowledgment with the county board of health to conduct a certified inspection of the private sewage disposal system at the earliest practicable time and to be responsible for any required modifications to the private sewage disposal system as identified by the certified inspection. A copy of the binding acknowledgment is attached to this form.
   ___ There is a building served by private sewage disposal system on this property. The buyer has executed a binding acknowledgment with the county board of health to install a new private sewage disposal system on this property within an agreed upon time period. A copy of the binding acknowledgment is provided with this form.
   ___ There is a building served by private sewage disposal system on this property. The building to which the sewage disposal system is connected will be demolished without being occupied. The buyer has executed a binding acknowledgment with the county board of health to demolish the building within an agreed upon time period. A copy of the binding acknowledgment is provided with this form. [Exemption #9]
   ___ This property is exempt from the private sewage disposal inspection requirements pursuant to the following exemption [Note: for exemption #9 use prior check box]: _____.
   ___ The private sewage disposal system has been installed within the past two years pursuant to permit number _____.

Information required by statements checked above should be provided here or on separate sheets attached hereto:

_____

_____

_____

_____

I HEREBY DECLARE THAT I HAVE REVIEWED THE INSTRUCTIONS FOR THIS FORM AND THAT THE INFORMATION STATED ABOVE IS TRUE AND CORRECT.

Signature: _____ Telephone No.: 319-291-4366
(Transferor or Agent)

FILE WITH RECORDER **DNR form 542-0960 (July 18, 2012)**

Preparer Information: Christopher S. Wendland, PO Box 596, Waterloo, Iowa 50704 (319) 234-5701
Name Address City Phone

AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the "Amendment") is entered into as of September 20, 2021, by and between Paramount Investments, LLC ("Paramount") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Black Hawk Contracting & Development, Co. ("BHCD") and City are parties to that certain Development Agreement dated February 17, 2014 and filed April 24, 2014 as Doc. No. 2014-18869 (the "DA"), concerning the development of land (the "Property") described therein.

B. BHCD has sold the Property to Paramount, and the parties desire to substitute Paramount for BHCD as "Company" under the DA.

C. After completion of the Improvements, Company had the benefit of both three years of CURA property tax abatement and property tax rebates. It was not the intention of the DA that Company would utilize both benefits, and it is the established policy of the City that development projects will not simultaneously receive both forms of incentive at the same time.

D. The parties desire to amend the DA to modify the terms thereof as set forth in this Amendment.

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

1. Paramount does hereby assume, all rights, duties and privileges of "Company" under the DA, effective upon approval of this Amendment by the Waterloo City Council. City hereby consents to such assignment and assumption and hereby releases John R. Rooff, III from liability under the personal guaranty set forth in the DA.

2. Section 8 of the DA is amended to modify the rebates for Year One, Year Two and Year Three to read as follows:

Year One	0% rebate
Year Two	0% rebate
Year Three	0% rebate

3. Section 13 of the DA is amended to strike paragraph (b) therefrom and to substitute the following new paragraph (b):

"(b) if to Company, to Paramount Investments, LLC, 59 River Ridge Road, Cedar Falls, Iowa 50613, Attn: Martin VanZee

4. The parties acknowledge that the Property has been platted as St. Joseph's Square and is now described as Lots 1-8, St. Joseph's Square, in the City of Waterloo, Black Hawk County, Iowa, also identified as parcel nos. 8913-24-353-009 through 8913-24-353-016, inclusive, and locally known as 301, 303, 305, 307, 309, and 311 E. 3rd Street, Waterloo, Iowa.

5. 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. 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 Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: Quentin Hart
Quentin Hart, Mayor

Attest: Kelley Felchle
Kelley Felchle, City Clerk

PARAMOUNT INVESTMENTS, LLC

By: _____
Martin S. VanZee
Managing Member

Year One	0% rebate
Year Two	0% rebate
Year Three	0% rebate

3. Section 13 of the DA is amended to strike paragraph (b) therefrom and to substitute the following new paragraph (b):

"(b) if to Company, to Paramount Investments, LLC, 59 River Ridge Road, Cedar Falls, Iowa 50613, Attn: Martin VanZee

4. The parties acknowledge that the Property has been platted as St. Joseph's Square and is now described as Lots 1-8, St. Joseph's Square, in the City of Waterloo, Black Hawk County, Iowa, also identified as parcel nos. 8913-24-353-009 through 8913-24-353-016, inclusive, and locally known as 301, 303, 305, 307, 309, and 311 E. 3rd Street, Waterloo, Iowa.

5. 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. 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 Development Agreement by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

PARAMOUNT INVESTMENTS, LLC

By: _____
Martin S. VanZee
Managing Member

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving an Assignment of Rebates and Waiver/Release to Iowa Heartland Community Investment Fund, LLC in conjunction with the Development Agreement with Black Hawk Contracting and Development dated February 17, 2014, for the property located at 301-311 E. 3rd Street, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Assignment of Rebates and Waiver/Release to Iowa Heartland Community Investment Fund would assign the unclaimed rebates from 301-311 E 3rd Street to Habitat, from White Rhino Real Estate LLC (former owner).

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

East Waterloo Unified TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lots 1- 8, St. Joseph' s Square, in the City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. Assignment of Rebates, Waiver and Release

ASSIGNMENT OF REBATES AND WAIVER/RELEASE

This Assignment of Rebates and Waiver/Release ("Agreement") is entered into as of _____, 2026 by and between White Rhino Real Estate, LLC ("White Rhino"), Iowa Heartland Community Investment Fund, LLC ("Habitat"), and the City of Waterloo, Iowa ("City").

RECITALS

WHEREAS, the City entered into a Development Agreement dated February 17, 2014, recorded with the Black Hawk County Recorder as File No. 2014-00018869, concerning certain real property as described as Lots 1, 2, 3, 4, 5, 6, 7 and 8 of St Josephs Square, City of Waterloo, Black Hawk County, Iowa ("Property").

WHEREAS, Paramount Investments, LLC ("Paramount") became the owner of the Property as shown by a deed recorded with the Black Hawk County Recorder on May 11, 2016, as Doc. No. 2016-19006.

WHEREAS, Paramount conveyed its ownership interest in and to the Property to White Rhino as shown by a deed recorded with the Black Hawk County Recorder on January 6, 2023, as Doc. No. 2023-09715.

WHEREAS, White Rhino conveyed its ownership interest in and to the Property to Habitat as shown by a deed recorded with the Black Hawk County Recorder on April 11, 2025, as Doc. No. 2025-04761.

WHEREAS, Habitat is the current owner of the Property.

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

1. White Rhino hereby assigns, conveys, and transfers to Habitat any rights or benefits that White Rhino has or might have with respect to the Property and that arose out of the Development Agreement, any amendment thereof, or any assignment thereof, including but not limited to, property tax rebates. White Rhino forever waives and releases any rights or claims to property tax rebates in connection with the Property and forever discharges any liability or obligation of the City to pay White Rhino property tax rebates in connection with the Property.

2. Habitat hereby accepts said assignment, conveyance, and transfer from Paramount and White Rhino, respectively.

3. The City acknowledges and consents to this Assignment of Rebates and Waiver/Release.

IN WITNESS WHEREOF, the Parties have executed this Assignment of Rebates and Waiver/Release by their duly authorized representatives.

WHITE RHINO REAL ESTATE, LLC (Assignor)

By: _____

Title: _____

Dated: _____

IOWA HEARTLAND COMMUNITY INVESTMENT FUND, LLC (Assignee)

By: _____

Title: _____

Dated: _____

Acknowledgment/Consent to Assignment:

CITY OF WATERLOO, IOWA

By: _____
Dave Boesen, Mayor

Dated: _____

Attest: _____
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	March 2, 2026

AGENDA ITEM TITLE

Resolution in support of an application by The Battery Building, LLC, for the Iowa Workforce Housing Tax Credit Program application to the Iowa Economic Development Authority, to construct up to nineteen new market-rate apartments, located at 217-219 W. 5th Street, including a grant of $600,000.00 and rebates of seventy percent for fifteen years, as approved by City Council by Resolution No. 2025-717, on December 15, 2025.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Battery Building LLC is proposing up to 19 residential units within the former Central Battery building at 217-221 W 5th Street., and is applying for Iowa Workforce Housing Tax Credits, and is requesting a resolution in support of their application. The City entered into a development agreement with The Battery Building, LLC on December 15, 2025, which provided an economic development grant of $600,000.00, and property tax rebates of 15 years at 70 percent. It should be noted that this resolution of support is not granting more incentives; rather, the wording is needed to show the State of Iowa that the city has provided incentives in support of the project.

NEIGHBORHOOD IMPACT

This will have a positive impact on downtown Waterloo, as the property is currently vacant and the redevelopment will bring up to 19 additional market rate residential units to the area.

DATA, ANALYSIS, AND STRATEGIES

Economic Development. Revitalizing downtown Waterloo.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Downtown TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

The Northeasterly 60 feet of Lots 6 and 7 and the Northeasterly 60 feet of the Northwesterly 40 feet of Lot 8, Block 9, Original Plat on the West Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. The Battery Building, LLC - DA_MAA and RESOLUTION -(RECORDED)

Docusign Envelope ID: E34EFEFE-BC09-410C-B60C-8BE932E5F543

2025-18923
RECORDED: 12/29/2025 10:01:16 AM
RECORDING FEE: $7.00
REVENUE TAX: $
COMBINED FEE: $7.00
SANDIE L. SMITH, RECORDER
BLACK HAWK COUNTY, IOWA

City of Waterloo

Prepared by LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2025-717

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH THE BATTERY BUILDING, LLC, INCLUDING REIMBURSEMENT OF PHASE 1 EMERGENCY REPAIRS UP TO $259,315.00, WITH A GRANT OF $600,000.00, AND TAX REBATES OF FIFTEEN YEARS AT SEVENTY PERCENT AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID DOCUMENT.

WHEREAS, The Battery Building, LLC intends to proceed with development at 217-221 W. 5th Street, Waterloo, Iowa; and

WHEREAS, the development agreement includes:

- Reimbursement for Phase 1 emergency repairs up to $259,315.00,
- A grant of $600,000.00 to support the project; and

WHEREAS, the agreement provides for tax rebates over fifteen years at a rate of seventy percent; and

WHEREAS, the City Council finds this development agreement to be supportive of community development and urban revitalization efforts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waterloo, Iowa, that:

1. The Development Agreement with The Battery Building, LLC, is hereby approved, including financial support and tax incentives as outlined.

2. Approval of up to $259,315.00 reimbursement for Phase 1 emergency repairs.

3. Approval of a total grant of $600,000.00 to assist with the rehabilitation project.

4. The Mayor and City Clerk are authorized and directed to execute said documents on behalf of the City of Waterloo, Iowa.

PASSED AND ADOPTED this 15th day of December 2025.

DocuSigned by:
Quentin Hart
D0525D78AAC8449...
Quentin Hart, Mayor

ATTEST:

Signed by:
Kelley Felchle
FF60BC0FFBC64AB...
Kelley Felchle, City Clerk

SEAL

2025-18924
RECORDED: 12/29/2025 10:01:17 AM
RECORDING FEE: $142.00
REVENUE TAX: $
COMBINED FEE: $142.00
SANDIE L. SMITH, RECORDER
BLACK HAWK COUNTY, IOWA

* City of Waterloo

Prepared by: 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 Dec 15, 2025 by and between The Battery Building LLC (the "Developer" or the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. In furtherance of the objectives of Chapter 403 of the Code of Iowa, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the Downtown Waterloo Urban Renewal and Redevelopment Area ("Urban Renewal Area").

B. City is the owner of the real property at 221 West 5th Street, Waterloo, Iowa, legally described on Exhibit "A" attached hereto (the "Property"). Developer desires to redevelop the Property as a mixed-use Project.

C. City and the Developer both acknowledge that the Property is in need of emergency repairs and stabilization, including structural repairs, to prevent further deterioration and potential loss of eligibility for historic tax credits. The parties acknowledge that the Property has experienced deferred maintenance, water damage, and other conditions that may present safety hazards, and that City, as the current owner, retains all liability for such conditions until conveyance of the Property to Developer.

D. Developer is willing and able to undertake the redevelopment of the Property, including emergency stabilization work, pursuit of listing the Property as historic building on the National Register, tax credit approvals, and subsequent full renovation, and to finance and complete such improvements in a phased approach as described herein. The Project financing structure will include multiple sources as shown on Exhibit "C" attached hereto, including federal and state historic tax credits, which are essential to the financial feasibility of the Project.

E. City has retained a qualified environmental consultant who has completed a Phase I Environmental Site Assessment of the Property dated September 18, 2025. City will commence a

Phase II Environmental Site Assessment and will make the results of both environmental assessments available to Developer. The parties acknowledge that any environmental remediation identified as necessary by the Phase I or Phase II Environmental Site Assessment is not covered by this Agreement and is expected to be conducted by the City.

F. City considers economic development within the City and preservation of historic structures to be a benefit to the community and is willing for the overall good and welfare of the community to provide financial assistance and conveyance of the Property to encourage that goal, and the City further believes that the Project is in the vital and best interests of the City and that such assistance is 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. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- **a.** **"Closing Date"** means the date on which the Property is conveyed from City to Developer pursuant to Section 7.
- **b.** **"Phase 1"** means the Emergency Repair and Stabilization work needed for the Property as described in Section 3.
- **c.** **"Phase 1 Completion"** means the date on which (a) the Emergency Repair Work has been completed pursuant to the Phase 1 Plans, (b) Developer has delivered all other Phase 1 Deliverables to City's satisfaction.
- **d.** **"Phase 2"** means the Full Redevelopment Phase as described in Section 5.
- **e.** **"Phase 2 Commencement Conditions"** means the conditions precedent to commencement of Phase 2 as set forth in Section 5.
- **f.** **"Project"** means collectively the Property, the Phase 1 Work, the Phase 2 Work, all Improvements, and all site preparation and development-related work to make the Property usable for Developer's purposes as contemplated by this Agreement.
- **g.** **"Substantial Completion"** means, with respect to Phase 2, the date on which the Phase 2 Improvements have been completed pursuant to the Plans to the extent necessary for City to issue a certificate of occupancy relating thereto.

2. SALE OF PROPERTY; TITLE

Subject to the terms hereof, City shall convey the Property to Company in its as-is condition for the sum of $1.00 (the "Purchase Price") Conveyance shall be by special warranty deed, free and clear of all encumbrances arising by or through City except. (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements serving the Property, and (c) restrictions imposed by the City zoning ordinances and other applicable law. City makes no representation or warranty as to the condition of the Property or its suitability for Company's purposes. Company is responsible to conduct its own due diligence and inspections. City shall convey title to Company in accordance with the terms of Section 1 and Section 7. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own option and 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. Add wording regarding documentation of financing.

3. PHASE 1 IMPROVEMENTS

The Property is currently owned by the City. City agrees to convey the Property to Developer as described in Sections 1 and 7, and Developer agrees to undertake the Project upon the Property in accordance with the phased approach described herein.

a. Phase 1 Property Access and License

i. **License to Access Property.** City hereby grants to Developer, and Developer's contractors, consultants, architects, engineers, and other authorized representatives (collectively, "Developer's Representatives"), a non-exclusive license to enter upon and access the Property during Phase 1 for the following purposes:

1. To perform all Phase 1 Work described in Section 3, including emergency structural repairs and stabilization work;
2. To conduct inspections, assessments, and investigations necessary for the Phase 1 Work and for preparation of the Phase 2 plans;
3. To retain and meet with consultants, contractors, and other professionals at the Property;
4. To take photographs and measurements;
5. To perform any other activities reasonably necessary to accomplish the Phase 1 Work and to prepare for Phase 2.

ii. **Term of License.** This license shall commence upon execution of this Agreement and shall continue until the earlier of: (i) the Closing Date, or (ii) termination of this Agreement.

b. Conditions of Access.

i. **Notice:** Except in emergency situations, Developer shall provide City with reasonable advance notice before accessing the Property, specifying the nature of the work to be performed and the personnel who will be present.

ii. **Insurance:** Developer shall maintain the insurance coverages required by Section 16 (a) at all times when accessing or working on the Property.

iii. **Compliance with Law:** Developer shall comply with all applicable laws, codes, and regulations when accessing and working on the Property.

iv. **Safety:** Developer shall implement reasonable safety measures and shall not create unreasonable safety hazards. Developer shall secure the Property after each day's work to prevent unauthorized access.

v. **City Observation:** City shall have the right, but not the obligation, to observe any work being performed on the Property upon reasonable notice to Developer.

vi. **No Interference:** Developer shall conduct its activities in a manner that minimizes interference with City's ownership and control of the Property and with neighboring properties and public rights-of-way except as provided in Section 3 (d).

c. City's Retained Ownership and Control. During Phase 1:

i. City retains full ownership of the Property;

ii. City shall not be liable for any injuries, damages, or loss of any kind or nature arising out of defective workmanship or negligent acts or omissions of the Developer or Developer's Representatives. Subject to the foregoing, City shall have liability for:

1. Injuries or damages caused by conditions of the Property preexisting the commencement of work;
2. Structural failures due to building defects existing prior to the commencement of work;
3. Environmental conditions preexisting the commencement of work;
4. Safety hazards preexisting the commencement of work that are the result of deferred maintenance, water damage, or deterioration;
5. Developer is acting as City's authorized contractor and agent for purposes of performing the Phase 1 Work;
6. City shall cooperate reasonably with Developer's access needs and shall not unreasonably interfere with Developer's performance of Phase 1 Work.
7. For all preexisting environmental contamination and latent hazardous conditions.

iii. **Utilities and Services.**
1. City shall assist Developer in getting utility services (electricity, water, etc.) to the Property to the extent necessary for Developer to perform Phase 1 Work, or shall authorize Developer to arrange for such services.
2. Developer shall be responsible for any temporary utilities or services needed specifically for construction activities (temporary power, construction toilets, etc.).

iv. **Keys and Access Devices.** City shall provide Developer with keys, access codes, or other means of accessing the Property as reasonably necessary for Phase 1 Work.

v. **No Rent or Fee.** City shall not charge Developer any rent, license fee, or other compensation for access to the Property during Phase 1.

vi. **Right to Secure Property.** Developer shall have the right to install temporary fencing, barriers, or other security measures as reasonably necessary to secure the Property and the Phase 1 Work, subject to City's prior approval (not to be unreasonably withheld or delayed) and compliance with applicable codes and ordinances.

d. **Alley and Right-Of-Way Access and Restrictions**

i. **Cooperation on Access Needs.** The parties acknowledge that the Project may require temporary restrictions, closures, or modifications to adjacent alleys, sidewalks, or other public rights-of-way during Phase 1 emergency work and Phase 2 construction. City agrees to reasonably cooperate with Developer's needs in this regard, including:
1. Processing applications for temporary right-of-way closures or restrictions;
2. Issuing permits for temporary placement of construction equipment, dumpsters, or materials in adjacent alleys or rights-of-way;
3. Coordinating with other City departments (Public Works, Engineering, Police, Fire) to facilitate necessary closures or restrictions;
4. Working with Developer to minimize impacts on neighboring properties and businesses;
5. Providing necessary traffic control or signage to the extent available, as required by City ordinances.

e. **City's Role.**
   i. **Review and Approval:** City shall review applications for temporary closures or restrictions in a timely manner and shall not unreasonably withhold or delay approval, provided that applications are complete and satisfy applicable legal requirements;
   ii. **Coordination:** City shall coordinate with Developer and affected parties to minimize conflicts and disruptions.

4. PHASE 1 - EMERGENCY REPAIR AND STABILIZATION

a. **Phase 1 Scope of Work.** Developer shall undertake the following work during Phase 1 (collectively, the "Phase 1 Work"):
   i. **Emergency Structural Repairs:** Developer shall cause to be performed such emergency repairs and stabilization work, as detailed in Exhibit C, to prevent further deterioration of the building structure, to maintain the building in a safe condition, and to preserve the building's historic character and integrity.
   ii. **Structural Engineering Consultant Services:** Developer shall retain a qualified structural engineering consultant to advise on the emergency repair and stabilization work.
   iii. **Historic Preservation Consultant Services:** Developer shall retain a qualified historic preservation consultant meeting the Secretary of the Interior's Professional Qualification Standards to:
      1. Advise on emergency repair methods that comply with the Secretary of the Interior's Standards for Rehabilitation;
      2. Provide oversight during Phase 1 emergency work to ensure compliance with historic preservation standards;
   iv. **Architectural Services:** Developer shall retain a qualified architect to:
      1. Prepare Phase 1 Plans showing the scope of emergency repair work;
      2. Coordinate with the historic preservation consultant and structural engineering consultant to ensure all work complies with the Secretary of the Interior's Standards for Rehabilitation.

b. **Phase 1 Budget.** The parties acknowledge that the estimated budget for Phase 1 Work is as follows:

Hard cost	$ 187,815
Soft costs (Architecture, Engineering, Historic)	$ 60,000
Project Management	$ 11,500
Total	**$ 259,315**

Note: City has separately retained an environmental consultant and is responsible for the cost of Phase I and Phase II Environmental Site Assessments. These costs are not included in the Phase 1 Budget above and are not eligible for reimbursement from Developer. **Any environmental remediation costs identified as necessary by the Phase I or Phase II Environmental Site Assessments are also NOT included in the Phase 1 Budget and are not covered by this Agreement. Environmental remediation will be subject to separate negotiation and written agreement between the parties.**

c. **City Payment for Phase 1.** Subject to the terms and conditions of this Agreement, City agrees to pay Developer for Phase 1 Work in accordance with the following:

i. Payment Structure: City shall pay Developer up to $259,315 (the "Phase 1 Payment"), with invoices submitted for work completed and accepted, with invoices to be paid within 30 days of submittal and acceptance of work.
ii. Deliverables for Phase 1
    1. Completion of the Phase 1 Emergency Repair Work as listed on Exhibit C
    2. Reports and other work generated by Consultants hired by the Developer on the Project.
iii. **Itemized Billing Required:** The Phase 1 Payment is a reimbursement payment for Developer's completed work on Phase 1 scope of work outlined in Exhibit C. The Phase 1 Payment is earned upon completion of work. So long as there is no default or breach with respect to Phase 1, including but not limited to, defective workmanship, then City shall not be entitled to a refund of sums paid.
iv. **Environmental Remediation Costs Not Included: Environmental remediation costs are NOT included in the Phase 1 Payment and are NOT covered by this Agreement. Environmental remediation, if any is required, will be addressed through separate negotiation and a separate written agreement between the parties.**

d. Phase 1 Timeline.
i. **Commencement:** Developer shall commence Phase 1 Work within thirty (30) days after the date of this Agreement.
ii. **Milestones:** Developer shall use commercially reasonable efforts to achieve the following milestones: Emergency stabilization work completed within three months of Agreement execution;
iii. **Progress Updates:** Developer shall provide written progress updates to City on a monthly basis, including status of all applications, submissions, agency responses, work completed, and historic listing strategy being pursued (individual listing or district expansion).

e. Phase 1 Deliverables. Developer shall deliver to City:
i. As-built drawings showing all Phase 1 emergency work completed;
ii. Statement from Architect or Structural Engineer to certify the work has been completed

f. Phase 1 Limitations
i. Developer makes no representation or warranty, express or implied, that any emergency repair and stabilization work done during Phase 1 will be sufficient to ensure the structural integrity or stability of the Property or improvement on the Property. Emergency repairs are temporary measures only and do not constitute a guarantee that any structure will remain standing or continue to be safe for occupancy following such repairs.
ii. The parties acknowledge that emergency repairs are inherently unpredictable in scope and outcome, and that assessment of structural conditions during emergency circumstances may be incomplete. Developer shall have no liability for any failure of emergency repairs to prevent structural collapse, property damage, or other losses, except to the extent caused by defective workmanship, gross negligence, or willful misconduct of the Developer or Developer's Representatives.

5. PHASE 2 IMPROVEMENTS

Developer shall rehabilitate and renovate the existing structure on the Property and construct a commercial retail space on first floor and up to nineteen (19) apartments, common spaces and supporting amenities, and related landscaping, storm water, paving, sidewalks, signage and parking improvements (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Furthermore, Company shall exercise reasonable efforts to rehabilitate the building according to the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and to work with the Iowa State Historical Preservation Office in order to qualify the Project for available federal and/or State of Iowa historic tax credits. 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 maybe lawfully constructed.

6. CONSTRUCTION PLANS

Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the "Plans") that have been submitted to the City. Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of such improvements as detailed and outlined in the Plans. If any material modification in the scope, scale or nature of the Plans is proposed, Company shall submit modified Plans (the "Modified Plans") to the City for review. Modified Plans shall be subject to approval by the City as provided in this Section. City shall approve the modified Plans in writing if: (a) the Modified Plans conform to the terms and conditions of this Agreement; (b) the Modified Plans conform to the terms and 2 conditions of the urban renewal plan; (c) the Modified Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (d) the Modified Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans or Modified Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans or Modified Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The Plans or Modified Plans must be rejected in writing by City within thirty (30) days of submission or shall be deemed to have been approved by the City. If City rejects the Plans or Modified Plans in whole or in part, Company shall submit new or corrected Plans or Modified Plans within thirty (30) days after receipt by Company of written notification of the rejection, accomplished by a written statement of the City specifying the respects in which Company's Plans or Modified Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Plans or Modified Plans shall continue to apply until they have been approved by the City; provided, however, that in any event Company shall submit Plans or Modified Plans which are approved by City prior to commencement of construction of additional or modified Improvements. Approval of the Plans or Modified Plans by the City shall not relieve Company of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Plans or Modified Plans by City be deemed to constitute a waiver of any Event of Default. Approval of Plans or Modified Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City Purpose nor subject the City to any liability for the Improvements as constructed.

7. TIMELINESS OF CONVEYANCE AND CONSTRUCTION; POSSIBILITY OF TERMINATION AND REVERTER

The parties acknowledge that the Company's commitment to undertake the Project and timely construct the Improvements is a material inducement for the City to convey the Property to the Company. Without such commitment, the City would not convey the Property.

a. Deadlines to Commence and Complete Construction
The Company must obtain a building permit and begin rehabilitation and construction of the Improvements within four (4) months after the date of conveyance (the "Start Date"). The Company must achieve Substantial Completion of the Improvements within twenty-four (24) months after the Start Date (the "Completion Deadline"). For purposes of this Agreement, "Substantially Completed" means that the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy and the City has verified that any Project element not requiring a permit has also been Substantially Completed. All deadlines are subject to Unavoidable Delays as defined below. The City's Community Planning and Development Director may, but is not required to, approve a single extension of up to six (6) months for construction of the Improvements. Any additional or longer extension requires approval by the City Council.

b. Time of Conveyance. The City will convey title to the Company within thirty (30) days of receiving a written request for conveyance from the Company, provided that prior to such request the Project has received at least one of the following:

i. An award of 4% tax credits from the Iowa Finance Authority;
ii. An award of state and federal historic tax credits in an amount satisfactory to the Company;
iii. An award of brownfield / grayfield tax credits from the State of Iowa;
iv. An award of infill housing grant from the City; or
v. Approval of a loan commitment for Project financing.
vi. The Company must request conveyance within forty-eight (48) months after the date of this Agreement, or the City may, at its option, terminate this Agreement by written notice.

c. Events Triggering Termination and Reverter of Title
If the Company fails to begin or Substantially Complete construction of the Improvements according to the deadlines above (subject to Unavoidable Delays), the City may terminate this Agreement pursuant to Section 19, with no further obligation of any kind to the Company. If development was timely commenced, but later stopped or delayed due to an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of the Company (each an "Unavoidable Delay"), the Completion Deadline shall be extended for the duration of such delay. If the City properly terminates this Agreement, it shall have no obligation to reimburse the Company for any Project costs or compensate the Company for any value added to the Property. Upon termination, the City may demand reconveyance of the Property in addition to pursuing any other available remedies.

8. REVERTER OF TITLE; INDEMNITY

In the event of any reverter of title pursuant to Section 7, the Company shall, at its sole expense, promptly execute all documents—including but not limited to a special warranty deed—or take any other actions reasonably requested by the City to effectuate the reverter and deliver title to the City free and clear of all liens, claims, charges, or security interests. The Company shall also return any abstract of title previously provided. The Company shall fully satisfy and discharge all liens on or against the Property prior to reconveyance. **Appointment of Attorney-in-Fact.** If the Company fails to deliver such required

documents within thirty (30) days after written demand from the City, the City is authorized to execute the same on the Company's behalf as its attorney-in-fact for the limited purpose of completing reconveyance to the City. The Company acknowledges and grants the City this authority for such limited purpose.

The Company further agrees to indemnify and hold harmless the City from any demand, claim, cause of action, damage, or injury arising out of or in connection with the Project, the Company's failure to commence or complete the Project, or any lien against the Property resulting from the Company's ownership. If the City initiates legal action to enforce this Agreement and prevails, the Company shall be responsible for all associated legal expenses, including reasonable attorneys' fees. The Company's indemnity obligations under this Section shall survive expiration, termination, or cancellation of this Agreement for any reason.

9. NO ENCUMBRANCES; LIMITED EXCEPTION

Until Substantial Completion of the Improvements, the Company shall not create or permit any liens against the Property except for mortgages reasonably necessary to finance construction of the Improvements. The Company shall provide advance notice to the City prior to executing any such mortgage. No mortgage may be placed on the Property except as permitted above, and any non-conforming mortgage shall be void.

10. UTILITIES

The Company shall, at its sole cost, extend and install all necessary utilities serving the Property—including water, sewer, telephone, telecommunications, electricity, and gas—and shall be responsible for all associated connection fees.

11. MINIMUM ASSESSMENT AGREEMENT

The Company shall pay all taxes, assessments, and charges levied upon the Property when due. The Company further agrees that, prior to the valuation date (as may be extended) specified in Section 2 of the Minimum Assessment Agreement ("MAA") attached as Exhibit B, it will not seek or cause a reduction in the assessed valuation of the improved Property below the Minimum Actual Value of $2,000,000, whether by:

- **a.** Willful destruction of the Property, the Improvements, or any part thereof;
- **b.** Requesting a reduction from the Black Hawk County Assessor; or
- **c.** Pursuing administrative, legal, or equitable proceedings before any governmental authority.

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

12. PROJECT INCENTIVES

To support the Project, the City agrees to provide the following assistance:

- **a. Grants:** Provided the Company (i) completes the Improvements prior to the Completion Deadline, and (ii) executes the MAA as required under Section 11, the City shall make a lumpsum Grant payment of $600,000. The Grant will be paid half within thirty (30) days after the start of construction of Phase 2 Improvements and half within thirty (30) days after the City issues Occupancy Permits for the Project.
- **b. Property Tax Rebates:** City will pay property Tax Rebates as set forth in Section 13
- **c. Infill Housing Grant** Infill Housing Grant included in above grant.
- **d.** Support for Applications. City agrees that it will cooperate in good faith with Company and, if necessary for program requirements, will sponsor Company applications for available tax credits and/ or rebates and other available government funding, if Company

chooses to make such application. The parties anticipate that Company may apply for federal and State of Iowa historic tax credits and other incentives.

13. TAX REBATES.

Provided that Company has completed Substantially Completed the Improvements before the Completion Deadline, and subject to the other terms of this Agreement, City agrees to rebate property tax (with the exceptions noted below) with respect to the Improvements, as follows:

Year One through Year Fifteen - 70% rebate each year

for any taxable value added by the completed Improvements (each such payment is a "Rebate") over the initial base value of $0. Each Rebate is payable in respect of a given property tax fiscal year (a "Fiscal Year") only to the extent that (a) Company has actually paid general property taxes due and owing for such Fiscal Year and (b) the City Council has made an appropriation for the payment of the Rebate.

To receive a Rebate for a given Fiscal Year, Company must, within twelve (12) months after the due date of the last installment of the property taxes for the respective Fiscal Year (i.e., the "March Installment"), submit a completed Rebate request to City on the form provided by or otherwise satisfactory to City. A failure to timely submit a request for a Rebate for a Fiscal Year will result in a forfeiture of the right to request a Rebate for such Fiscal Year. City agrees to consider a completed application for a Rebate within sixty (60) days after submission of the application to City.

The taxable value of the Property as a result of the Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of $500.00. Rebates shall not be paid based on any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law.

The first Fiscal Year in respect of which a Rebate may be given ("Year One") shall be the first full Fiscal Year for which the assessment is based upon the completed value of the Improvements and not based on a prior Fiscal Year for which the assessment is based solely upon (x) the value of the Property, or upon (y) the value of the Property and a partial value of the Improvements due to partial completion of such Improvements or a partial Fiscal Year.

14. LIMITATIONS ON PAYMENT OF REBATES

a. Each payment of a Rebate is subject to annual appropriation by the City Council each Fiscal Year. City has no obligation to make any payments to Company as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this paragraph is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to make future payments of Rebates shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City's bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding the provisions of Section 13 hereof, City shall have no obligation to make a payment of a Rebate to Company if at any time during the term hereof City fails to appropriate funds for payment; City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Property and Improvements to fund a Rebate payment to Company, as contemplated under Section 13 above, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or City's ability to collect Tax Increment from the Improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual Rebate payments would otherwise have been paid to Company under the terms of Section 13, then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

c. For purposes of this Agreement, "Tax Increments" shall mean the property tax revenues on the Improvements and Property received by and made available to City for deposit in an account maintained under this Agreement, the provisions of Iowa Code §403.19 and the ordinance governing the Urban Renewal Plan.

15. CONDITIONS TO CITY FUNDING

a. The complete or initial funding by City of the Rebates and other Project commitments shall be deemed an agreement of the parties that the applicable conditions to disbursement of funds shall, as of the date of such funding, have been satisfied or waived. If the conditions set forth in this Section are not satisfied at a Rebate disbursement date, this Agreement shall terminate unless a new disbursement date is established by amendment to this Agreement. The termination of this Agreement shall be the sole remedy available to City or Company if, for whatever reason, a condition set forth in this Section is not satisfied at a Rebate payment date, it being understood that each party shall nonetheless incur costs and liabilities prior thereto for which they alone are responsible. City and Company each expressly assumes all responsibility for the costs and liabilities they may each so incur prior to a Rebate payment date and agree to indemnify and hold each other harmless therefrom.

b. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, including but not limited to the Rebate payments, is subject to completion and satisfaction of certain separate city council actions and required legal proceedings relating to amendment to the urban renewal plan, including the holding of public hearings on the same. Further, all the obligations of City under this Agreement are subject to fulfillment, on or before each Rebate payment date, of each of the following conditions precedent:

i. The representations and warranties made by Company in Section 18 shall be true and correct as of the Rebate disbursement date with the same force and effect as if made at such date.

ii. Company shall be in material compliance with all the terms and provisions of this Agreement.

iii. There has not been, as of the Rebate disbursement date, a substantial change for the worse in the financial resources and ability of Company, or a substantial decrease in the financing commitments secured by Company for construction of

the Improvements, which change(s) makes it likely, in the reasonable judgment of the City, that Company will be unable to fulfill its covenants and obligations under this Agreement.

16. ADDITIONAL COVENANTS OF COMPANY

In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows with respect to each phase of Improvements:

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

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

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 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.

17. 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.

18. 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.

19. INDEMNIFICATION AND RELEASES

a. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property arising after Company's acquisition of the same or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

b. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties,

now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property.

c. The provisions of this Section shall survive the expiration or termination of this Agreement.

20. OBLIGATIONS CONTINGENT

Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or Project area, all of which must be completed within 180 days from the date this Agreement is approved by the City Council.
If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

21. NO ASSIGNMENT OR CONVEYANCE

Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement. Notwithstanding the foregoing, Company may mortgage the Property to a lender as security for financing of Project improvements, but for no other purpose.

22. DEFAULT

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

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

b. Transfer by Company of any interest (either directly or indirectly) in the Improvements, any part of the Property, or this Agreement, without the prior written consent of City except as authorized by Section 21 or otherwise as security for financing of Project improvements;

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

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

e. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the

adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to any of Property.

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

23. 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 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.

24. 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.

25. 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.

26. 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.

27. 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 136 S Dubuque St., Iowa City, IA 52240, Attn: Mobin Khan, C/o Astra Commons.

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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. BINDING EFFECT

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

34. 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.

35. 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.

36. TIME OF ESSENCE

Time is of the essence of this Agreement.

SIGNATURE PAGE FOLLOWS

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: _____
[Name], Mayor

Date: 12/15/2025

Attest: _____
[Name], City Clerk

THE BATTERY BUILDING LLC

By: _____

[Name], [Title] MOBIN KHAN, MANAGER

Date: DECEMBER 15, 2025

Exhibit A

Northeasterly 60 feet of Lots 6 and 7 and the Northeasterly 60 feet of the Northwesterly 40 feet of Lot 8, Block 9, Original Plat on the West Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

Exhibit B
MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of this 15th day of December, 2025, and among the CITY OF WATERLOO, IOWA ("City") and The Battery Building LLC ("Company"), and the COUNTY ASSESSOR of the BLACK HAWK COUNTY, IOWA ("Assessor").

WITNESSETH:

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

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area within the City and within the Downtown Waterloo Urban Renewal and Redevelopment Area, including the construction or development of certain improvements as set forth in the Development Agreement (the "Minimum Improvements" or "Improvements") on the Property (also referred to as the "Project"); and

WHEREAS, pursuant to Iowa Code§ 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

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

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

1. Upon completion of construction of the Minimum Improvements by Company, the minimum actual assessed value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Project shall not be less than $2,000,000.00 (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 15, 2029 , 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, 2054. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to

complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

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

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

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code§ 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

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

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

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

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

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

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

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

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

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

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

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

THE BATTERY BUILDING LLC

By: _____

MOBIN KHAN
Print Name

Title: MANAGER

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

NOTARIAL SEAL IOWA
BRITNI C PERKINS
COMMISSION NO. 845529
MY COMMISSION EXPIRES
JANUARY 27, 2026

On this 22nd day of December, 2025, before me, a notary public in and for the State of Iowa, personally appeared Quentin M. Hart 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 Iowa)
) **ss.**
COUNTY OF Johnson)

Subscribed and sworn before me on 12/16/25, by Mobin Khan, Manager (title) of The Battery Building LLC.

_____
Notary Public

NOTARIAL SEAL IOWA
EMILY RODRIGUEZ
Commission Number 865857
My Commission Expires
07/07/28

_____
Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than two million and 00/100 Dollars ($2,000,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

12-29-25
Date

Assessor for Black Hawk County, Iowa

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

Subscribed and sworn to before me on December 29, 2025 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

NOTARIAL SEAL IOWA
LEXI SCHNEIDER
COMMISSION NO. 869089
MY COMMISSION EXPIRES
NOVEMBER 21, 2028

Lexi Schneider
Notary Public

Exhibit C
SCOPE OF WORK – PHASE 1

PROVENANCE ARCHITECTURE

Central Battery Building
221 West 5th Street
Waterloo, Iowa 50701

The below summary of work shall represent the initial Phase 1 of improvements to the Central Battery Building which prioritize immediate emergency repairs with the intent of mitigating continued deterioration of the structure. A subsequent Phase 2 shall involve major improvements to the site. All Phase 1 tasks shall be coordinated by the contractor in cooperation with the Development team and City of Waterloo.

During Phase 1: Emergency Repairs, the City of Waterloo shall maintain ownership of the property but shall grant access to the Development team and contractors for the purposes of completing the below scope of work and other pre-development efforts.

The preferred schedule for emergency repairs is such that the structure be reasonably protected from winter conditions prior to December 24th, 2025.

Summary of Emergency Repairs

Basement Level

1. Shoring walls shall be constructed at northeast corner where floor/ceiling structure is failing (near chimney and boiler)
2. Storm and sewer lines shall be scoped and any obstructions or deficiencies identified and addressed in a subsequent proposal
3. Continue shoring wall at failing 3rd floor beam location (northwest corner or structure)
4. Remove all debris, loose items, and previous owner belongings from the building, clear all floors of growth and signs of animal infestation (i.e. pigeon sh*t and carcases)
5. Ensure roof drains are sufficiently draining and pipes are continuously connected to main lines at alley / 5th Street
6. Rebuild/repair east stair with handrail (temporary stair for construction purposes)
7. Monitor infilled windows to ensure rotted plywood and 2x framing does not fail at alley

Level 1 (Street Level)

8. Demo portion of stair wall at southwest stair to allow access from interior space to Level 2
9. Continue shoring wall at failing 3rd floor beam location (northwest corner or structure)
10. Shoring wall(s) shall be constructed at building addition line (southeast ⅓ of structure) where original brick exterior is visible and failing

11. Remove all debris, loose items, and previous owner belongings from the building, clear all floors of growth and signs of animal infestation (I.e. pigeon sh*t and carcases)
12. Ensure roof drains are sufficiently draining and pipes are continuously connected to main lines at alley / 5th Street
13. Rebuild/repair east stair with handrail (temporary stair for construction purposes)

Level 2

14. Continue shoring wall at failing 3rd floor beam location (northwest corner or structure)
15. Shoring wall(s) shall be constructed at building addition line (southeast ⅓ of structure) where original brick exterior is visible and failing
16. Remove all debris, loose items, and previous owner belongings from the building, clear all floors of growth and signs of animal infestation (I.e. pigeon sh*t and carcases)
17. Ensure roof drains are sufficiently draining and pipes are continuously connected to main lines at alley / 5th Street
18. Rebuild/repair east stair with handrail (temporary stair for construction purposes)

Level 3

19. Remove all debris, loose items, and previous owner belongings from the building, clear all floors of growth and signs of animal infestation (I.e. pigeon sh*t and carcases)

Exterior & Building Envelope

20. Cover opening(s) in masonry at north alley wall with plywood and 2x framing and/or heavy duty tarp as needed, avoid damaging existing masonry and roof structure
21. Reinforce roof structure at failing roof drain location (~8'-0" x 8'-0") with shoring walls and/or sistered roof joists, and temporary plywood roof deck
22. Patch roof opening(s) with compatible membrane and ensure roof drain(s) is(are) providing proper drainage with minimal ponding, drain(s) shall be properly flashed to minimize water infiltration
23. Ensure overflow scupper can provide proper drainage away from the structure at north alley wall
24. Cap chimney at northeast corner of structure
25. Cap all pipe penetrations through roof
26. Remove vegetation at lower roof and patch roof membrane
27. Ensure all window and door openings are filled with existing windows and/or plywood to deter animal infestation and exposure to weather
28. Drone video footage shall be collected that investigates further roof, parapet, and upper level fenestration deterioration to assist in the identification of further emergency repairs and/or Phase 2 improvements

29. Window sills and adjacent masonry at north alley wall Level 3 windows shall be secured and/or covered with a temporary solution to minimize further deterioration, solutions shall minimize damage to adjacent masonry wall
30. It shall be assumed that an alley closure can be obtained for the duration of the Phase 1 emergency repairs, exterior walls at the north and east side of the structure shall be braced and shored in place to ensure masonry walls do not fail, City shall provide fencing and signage for alley closure, monitoring devices shall be installed at major crack locations in masonry walls

General

31. Investigate roof drain heating solutions (e.g. solar powered heat tape), to be addressed in subsequent proposal if adequate solution can be found
32. Permitting and associated fees shall be coordinated by the contractor with the City of Waterloo
33. Access to the site shall be coordinated with the City of Waterloo

At the time of preparing this narrative, per feedback from contractor consultation, specific shoring scope shall include the below list (the below list shall be subject to change pending findings during demolition and emergency repairs):

- NE Corner of building
  - 15'-0" x 12" x ¼" Steel welded around the corner and fastened to the masonry
- Shoring per callouts
- Additional shoring per contractor on each floor that would carry the weight of the shoring above down into the basement for a full weight transfer
- Rotting Brick by telephone pole
  - 3" x 2" x 15'-0" square tubing columns to be installed with through wall bolts and welding at existing lintels where possible
- Rotting brick below windows
  - 5'-0" x 3'-0" x ¼" steel plates fastened into masonry to prevent brick from falling

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	March 2, 2026

AGENDA ITEM TITLE

Resolution in support of an application by The Battery Building, LLC, for the Iowa Historic Tax Credit Program application to the Iowa Economic Development Authority, to construct up to nineteen new market-rate apartments and main floor cafe and co-working space, located at 217-219 W. 5th Street, including a grant of $600,000.00, and tax rebates of fifteen years at seventy percent as approved by City Council by Resolution No. 2025-717, on December 15, 2025.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Battery Building LLC is proposing to rehab the building into up to 19 residential units and main floor cafe and coworking space, and is applying for Historic Tax Credits. Resolutions of support from the governing body are now required for applications, a change from the 2024 application process. The City entered into a development agreement with The Battery Building, LLC on December 15, 2025, which provided an economic development grant of $600,000.00, and property tax rebates of 15 years at 70 percent. It should be noted that this resolution of support is not granting more incentives; rather, the wording is needed to show the State of Iowa that the city has provided incentives in support of the project.

NEIGHBORHOOD IMPACT

The request would appear to have a positive impact on the downtown neighborhood, as it will be rehabilitating a vacant dilapidated building into a lively space for new residents and visitors of Waterloo.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Downtown TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

The Northeasterly 60 feet of Lots 6 and 7 and the Northeasterly 60 feet of the Northwesterly 40 feet of Lot 8, Block 9, Original Plat on the West Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. The Battery Building, LLC - DA_MAA and RESOLUTION -(RECORDED)

Docusign Envelope ID: E34EFEFE-BC09-410C-B60C-8BE932E5F543

2025-18923
RECORDED: 12/29/2025 10:01:16 AM
RECORDING FEE: $7.00
REVENUE TAX: $
COMBINED FEE: $7.00
SANDIE L. SMITH, RECORDER
BLACK HAWK COUNTY, IOWA

City of Waterloo

Prepared by LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2025-717

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT WITH THE BATTERY BUILDING, LLC, INCLUDING REIMBURSEMENT OF PHASE 1 EMERGENCY REPAIRS UP TO $259,315.00, WITH A GRANT OF $600,000.00, AND TAX REBATES OF FIFTEEN YEARS AT SEVENTY PERCENT AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID DOCUMENT.

WHEREAS, The Battery Building, LLC intends to proceed with development at 217-221 W. 5th Street, Waterloo, Iowa; and

WHEREAS, the development agreement includes:

- Reimbursement for Phase 1 emergency repairs up to $259,315.00,
- A grant of $600,000.00 to support the project; and

WHEREAS, the agreement provides for tax rebates over fifteen years at a rate of seventy percent; and

WHEREAS, the City Council finds this development agreement to be supportive of community development and urban revitalization efforts.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Waterloo, Iowa, that:

1. The Development Agreement with The Battery Building, LLC, is hereby approved, including financial support and tax incentives as outlined.

2. Approval of up to $259,315.00 reimbursement for Phase 1 emergency repairs.

3. Approval of a total grant of $600,000.00 to assist with the rehabilitation project.

4. The Mayor and City Clerk are authorized and directed to execute said documents on behalf of the City of Waterloo, Iowa.

PASSED AND ADOPTED this 15th day of December 2025.

DocuSigned by:
Quentin Hart
D0525D78AAC8449...
Quentin Hart, Mayor

ATTEST:

Signed by:
Kelley Felchle
FF60BC0FFBC64AB...
Kelley Felchle, City Clerk

SEAL

2025-18924
RECORDED: 12/29/2025 10:01:17 AM
RECORDING FEE: $142.00
REVENUE TAX: $
COMBINED FEE: $142.00
SANDIE L. SMITH, RECORDER
BLACK HAWK COUNTY, IOWA

* City of Waterloo

Prepared by: 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 Dec 15, 2025 by and between The Battery Building LLC (the "Developer" or the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. In furtherance of the objectives of Chapter 403 of the Code of Iowa, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the Downtown Waterloo Urban Renewal and Redevelopment Area ("Urban Renewal Area").

B. City is the owner of the real property at 221 West 5th Street, Waterloo, Iowa, legally described on Exhibit "A" attached hereto (the "Property"). Developer desires to redevelop the Property as a mixed-use Project.

C. City and the Developer both acknowledge that the Property is in need of emergency repairs and stabilization, including structural repairs, to prevent further deterioration and potential loss of eligibility for historic tax credits. The parties acknowledge that the Property has experienced deferred maintenance, water damage, and other conditions that may present safety hazards, and that City, as the current owner, retains all liability for such conditions until conveyance of the Property to Developer.

D. Developer is willing and able to undertake the redevelopment of the Property, including emergency stabilization work, pursuit of listing the Property as historic building on the National Register, tax credit approvals, and subsequent full renovation, and to finance and complete such improvements in a phased approach as described herein. The Project financing structure will include multiple sources as shown on Exhibit "C" attached hereto, including federal and state historic tax credits, which are essential to the financial feasibility of the Project.

E. City has retained a qualified environmental consultant who has completed a Phase I Environmental Site Assessment of the Property dated September 18, 2025. City will commence a

Phase II Environmental Site Assessment and will make the results of both environmental assessments available to Developer. The parties acknowledge that any environmental remediation identified as necessary by the Phase I or Phase II Environmental Site Assessment is not covered by this Agreement and is expected to be conducted by the City.

F. City considers economic development within the City and preservation of historic structures to be a benefit to the community and is willing for the overall good and welfare of the community to provide financial assistance and conveyance of the Property to encourage that goal, and the City further believes that the Project is in the vital and best interests of the City and that such assistance is 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. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

- **a.** **"Closing Date"** means the date on which the Property is conveyed from City to Developer pursuant to Section 7.
- **b.** **"Phase 1"** means the Emergency Repair and Stabilization work needed for the Property as described in Section 3.
- **c.** **"Phase 1 Completion"** means the date on which (a) the Emergency Repair Work has been completed pursuant to the Phase 1 Plans, (b) Developer has delivered all other Phase 1 Deliverables to City's satisfaction.
- **d.** **"Phase 2"** means the Full Redevelopment Phase as described in Section 5.
- **e.** **"Phase 2 Commencement Conditions"** means the conditions precedent to commencement of Phase 2 as set forth in Section 5.
- **f.** **"Project"** means collectively the Property, the Phase 1 Work, the Phase 2 Work, all Improvements, and all site preparation and development-related work to make the Property usable for Developer's purposes as contemplated by this Agreement.
- **g.** **"Substantial Completion"** means, with respect to Phase 2, the date on which the Phase 2 Improvements have been completed pursuant to the Plans to the extent necessary for City to issue a certificate of occupancy relating thereto.

2. SALE OF PROPERTY; TITLE

Subject to the terms hereof, City shall convey the Property to Company in its as-is condition for the sum of $1.00 (the "Purchase Price") Conveyance shall be by special warranty deed, free and clear of all encumbrances arising by or through City except. (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements serving the Property, and (c) restrictions imposed by the City zoning ordinances and other applicable law. City makes no representation or warranty as to the condition of the Property or its suitability for Company's purposes. Company is responsible to conduct its own due diligence and inspections. City shall convey title to Company in accordance with the terms of Section 1 and Section 7. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own option and 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. Add wording regarding documentation of financing.

3. PHASE 1 IMPROVEMENTS

The Property is currently owned by the City. City agrees to convey the Property to Developer as described in Sections 1 and 7, and Developer agrees to undertake the Project upon the Property in accordance with the phased approach described herein.

a. Phase 1 Property Access and License

i. **License to Access Property.** City hereby grants to Developer, and Developer's contractors, consultants, architects, engineers, and other authorized representatives (collectively, "Developer's Representatives"), a non-exclusive license to enter upon and access the Property during Phase 1 for the following purposes:

1. To perform all Phase 1 Work described in Section 3, including emergency structural repairs and stabilization work;
2. To conduct inspections, assessments, and investigations necessary for the Phase 1 Work and for preparation of the Phase 2 plans;
3. To retain and meet with consultants, contractors, and other professionals at the Property;
4. To take photographs and measurements;
5. To perform any other activities reasonably necessary to accomplish the Phase 1 Work and to prepare for Phase 2.

ii. **Term of License.** This license shall commence upon execution of this Agreement and shall continue until the earlier of: (i) the Closing Date, or (ii) termination of this Agreement.

b. Conditions of Access.

i. **Notice:** Except in emergency situations, Developer shall provide City with reasonable advance notice before accessing the Property, specifying the nature of the work to be performed and the personnel who will be present.

ii. **Insurance:** Developer shall maintain the insurance coverages required by Section 16 (a) at all times when accessing or working on the Property.

iii. **Compliance with Law:** Developer shall comply with all applicable laws, codes, and regulations when accessing and working on the Property.

iv. **Safety:** Developer shall implement reasonable safety measures and shall not create unreasonable safety hazards. Developer shall secure the Property after each day's work to prevent unauthorized access.

v. **City Observation:** City shall have the right, but not the obligation, to observe any work being performed on the Property upon reasonable notice to Developer.

vi. **No Interference:** Developer shall conduct its activities in a manner that minimizes interference with City's ownership and control of the Property and with neighboring properties and public rights-of-way except as provided in Section 3 (d).

c. City's Retained Ownership and Control. During Phase 1:

i. City retains full ownership of the Property;

ii. City shall not be liable for any injuries, damages, or loss of any kind or nature arising out of defective workmanship or negligent acts or omissions of the Developer or Developer's Representatives. Subject to the foregoing, City shall have liability for:

1. Injuries or damages caused by conditions of the Property preexisting the commencement of work;
2. Structural failures due to building defects existing prior to the commencement of work;
3. Environmental conditions preexisting the commencement of work;
4. Safety hazards preexisting the commencement of work that are the result of deferred maintenance, water damage, or deterioration;
5. Developer is acting as City's authorized contractor and agent for purposes of performing the Phase 1 Work;
6. City shall cooperate reasonably with Developer's access needs and shall not unreasonably interfere with Developer's performance of Phase 1 Work.
7. For all preexisting environmental contamination and latent hazardous conditions.

iii. **Utilities and Services.**
1. City shall assist Developer in getting utility services (electricity, water, etc.) to the Property to the extent necessary for Developer to perform Phase 1 Work, or shall authorize Developer to arrange for such services.
2. Developer shall be responsible for any temporary utilities or services needed specifically for construction activities (temporary power, construction toilets, etc.).

iv. **Keys and Access Devices.** City shall provide Developer with keys, access codes, or other means of accessing the Property as reasonably necessary for Phase 1 Work.

v. **No Rent or Fee.** City shall not charge Developer any rent, license fee, or other compensation for access to the Property during Phase 1.

vi. **Right to Secure Property.** Developer shall have the right to install temporary fencing, barriers, or other security measures as reasonably necessary to secure the Property and the Phase 1 Work, subject to City's prior approval (not to be unreasonably withheld or delayed) and compliance with applicable codes and ordinances.

d. **Alley and Right-Of-Way Access and Restrictions**

i. **Cooperation on Access Needs.** The parties acknowledge that the Project may require temporary restrictions, closures, or modifications to adjacent alleys, sidewalks, or other public rights-of-way during Phase 1 emergency work and Phase 2 construction. City agrees to reasonably cooperate with Developer's needs in this regard, including:
1. Processing applications for temporary right-of-way closures or restrictions;
2. Issuing permits for temporary placement of construction equipment, dumpsters, or materials in adjacent alleys or rights-of-way;
3. Coordinating with other City departments (Public Works, Engineering, Police, Fire) to facilitate necessary closures or restrictions;
4. Working with Developer to minimize impacts on neighboring properties and businesses;
5. Providing necessary traffic control or signage to the extent available, as required by City ordinances.

e. **City's Role.**
   i. **Review and Approval:** City shall review applications for temporary closures or restrictions in a timely manner and shall not unreasonably withhold or delay approval, provided that applications are complete and satisfy applicable legal requirements;
   ii. **Coordination:** City shall coordinate with Developer and affected parties to minimize conflicts and disruptions.

4. PHASE 1 - EMERGENCY REPAIR AND STABILIZATION

a. **Phase 1 Scope of Work.** Developer shall undertake the following work during Phase 1 (collectively, the "Phase 1 Work"):
   i. **Emergency Structural Repairs:** Developer shall cause to be performed such emergency repairs and stabilization work, as detailed in Exhibit C, to prevent further deterioration of the building structure, to maintain the building in a safe condition, and to preserve the building's historic character and integrity.
   ii. **Structural Engineering Consultant Services:** Developer shall retain a qualified structural engineering consultant to advise on the emergency repair and stabilization work.
   iii. **Historic Preservation Consultant Services:** Developer shall retain a qualified historic preservation consultant meeting the Secretary of the Interior's Professional Qualification Standards to:
      1. Advise on emergency repair methods that comply with the Secretary of the Interior's Standards for Rehabilitation;
      2. Provide oversight during Phase 1 emergency work to ensure compliance with historic preservation standards;
   iv. **Architectural Services:** Developer shall retain a qualified architect to:
      1. Prepare Phase 1 Plans showing the scope of emergency repair work;
      2. Coordinate with the historic preservation consultant and structural engineering consultant to ensure all work complies with the Secretary of the Interior's Standards for Rehabilitation.

b. **Phase 1 Budget.** The parties acknowledge that the estimated budget for Phase 1 Work is as follows:

Hard cost	$ 187,815
Soft costs (Architecture, Engineering, Historic)	$ 60,000
Project Management	$ 11,500
Total	**$ 259,315**

Note: City has separately retained an environmental consultant and is responsible for the cost of Phase I and Phase II Environmental Site Assessments. These costs are not included in the Phase 1 Budget above and are not eligible for reimbursement from Developer. **Any environmental remediation costs identified as necessary by the Phase I or Phase II Environmental Site Assessments are also NOT included in the Phase 1 Budget and are not covered by this Agreement. Environmental remediation will be subject to separate negotiation and written agreement between the parties.**

c. **City Payment for Phase 1.** Subject to the terms and conditions of this Agreement, City agrees to pay Developer for Phase 1 Work in accordance with the following:

i. Payment Structure: City shall pay Developer up to $259,315 (the "Phase 1 Payment"), with invoices submitted for work completed and accepted, with invoices to be paid within 30 days of submittal and acceptance of work.
ii. Deliverables for Phase 1
    1. Completion of the Phase 1 Emergency Repair Work as listed on Exhibit C
    2. Reports and other work generated by Consultants hired by the Developer on the Project.
iii. **Itemized Billing Required:** The Phase 1 Payment is a reimbursement payment for Developer's completed work on Phase 1 scope of work outlined in Exhibit C. The Phase 1 Payment is earned upon completion of work. So long as there is no default or breach with respect to Phase 1, including but not limited to, defective workmanship, then City shall not be entitled to a refund of sums paid.
iv. **Environmental Remediation Costs Not Included: Environmental remediation costs are NOT included in the Phase 1 Payment and are NOT covered by this Agreement. Environmental remediation, if any is required, will be addressed through separate negotiation and a separate written agreement between the parties.**

d. Phase 1 Timeline.
i. **Commencement:** Developer shall commence Phase 1 Work within thirty (30) days after the date of this Agreement.
ii. **Milestones:** Developer shall use commercially reasonable efforts to achieve the following milestones: Emergency stabilization work completed within three months of Agreement execution;
iii. **Progress Updates:** Developer shall provide written progress updates to City on a monthly basis, including status of all applications, submissions, agency responses, work completed, and historic listing strategy being pursued (individual listing or district expansion).

e. Phase 1 Deliverables. Developer shall deliver to City:
i. As-built drawings showing all Phase 1 emergency work completed;
ii. Statement from Architect or Structural Engineer to certify the work has been completed

f. Phase 1 Limitations
i. Developer makes no representation or warranty, express or implied, that any emergency repair and stabilization work done during Phase 1 will be sufficient to ensure the structural integrity or stability of the Property or improvement on the Property. Emergency repairs are temporary measures only and do not constitute a guarantee that any structure will remain standing or continue to be safe for occupancy following such repairs.
ii. The parties acknowledge that emergency repairs are inherently unpredictable in scope and outcome, and that assessment of structural conditions during emergency circumstances may be incomplete. Developer shall have no liability for any failure of emergency repairs to prevent structural collapse, property damage, or other losses, except to the extent caused by defective workmanship, gross negligence, or willful misconduct of the Developer or Developer's Representatives.

5. PHASE 2 IMPROVEMENTS

Developer shall rehabilitate and renovate the existing structure on the Property and construct a commercial retail space on first floor and up to nineteen (19) apartments, common spaces and supporting amenities, and related landscaping, storm water, paving, sidewalks, signage and parking improvements (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Furthermore, Company shall exercise reasonable efforts to rehabilitate the building according to the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings and to work with the Iowa State Historical Preservation Office in order to qualify the Project for available federal and/or State of Iowa historic tax credits. 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 maybe lawfully constructed.

6. CONSTRUCTION PLANS

Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the "Plans") that have been submitted to the City. Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of such improvements as detailed and outlined in the Plans. If any material modification in the scope, scale or nature of the Plans is proposed, Company shall submit modified Plans (the "Modified Plans") to the City for review. Modified Plans shall be subject to approval by the City as provided in this Section. City shall approve the modified Plans in writing if: (a) the Modified Plans conform to the terms and conditions of this Agreement; (b) the Modified Plans conform to the terms and 2 conditions of the urban renewal plan; (c) the Modified Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (d) the Modified Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans or Modified Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans or Modified Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The Plans or Modified Plans must be rejected in writing by City within thirty (30) days of submission or shall be deemed to have been approved by the City. If City rejects the Plans or Modified Plans in whole or in part, Company shall submit new or corrected Plans or Modified Plans within thirty (30) days after receipt by Company of written notification of the rejection, accomplished by a written statement of the City specifying the respects in which Company's Plans or Modified Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Plans or Modified Plans shall continue to apply until they have been approved by the City; provided, however, that in any event Company shall submit Plans or Modified Plans which are approved by City prior to commencement of construction of additional or modified Improvements. Approval of the Plans or Modified Plans by the City shall not relieve Company of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Plans or Modified Plans by City be deemed to constitute a waiver of any Event of Default. Approval of Plans or Modified Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City Purpose nor subject the City to any liability for the Improvements as constructed.

7. TIMELINESS OF CONVEYANCE AND CONSTRUCTION; POSSIBILITY OF TERMINATION AND REVERTER

The parties acknowledge that the Company's commitment to undertake the Project and timely construct the Improvements is a material inducement for the City to convey the Property to the Company. Without such commitment, the City would not convey the Property.

a. Deadlines to Commence and Complete Construction
The Company must obtain a building permit and begin rehabilitation and construction of the Improvements within four (4) months after the date of conveyance (the "Start Date"). The Company must achieve Substantial Completion of the Improvements within twenty-four (24) months after the Start Date (the "Completion Deadline"). For purposes of this Agreement, "Substantially Completed" means that the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy and the City has verified that any Project element not requiring a permit has also been Substantially Completed. All deadlines are subject to Unavoidable Delays as defined below. The City's Community Planning and Development Director may, but is not required to, approve a single extension of up to six (6) months for construction of the Improvements. Any additional or longer extension requires approval by the City Council.

b. Time of Conveyance. The City will convey title to the Company within thirty (30) days of receiving a written request for conveyance from the Company, provided that prior to such request the Project has received at least one of the following:

i. An award of 4% tax credits from the Iowa Finance Authority;
ii. An award of state and federal historic tax credits in an amount satisfactory to the Company;
iii. An award of brownfield / grayfield tax credits from the State of Iowa;
iv. An award of infill housing grant from the City; or
v. Approval of a loan commitment for Project financing.
vi. The Company must request conveyance within forty-eight (48) months after the date of this Agreement, or the City may, at its option, terminate this Agreement by written notice.

c. Events Triggering Termination and Reverter of Title
If the Company fails to begin or Substantially Complete construction of the Improvements according to the deadlines above (subject to Unavoidable Delays), the City may terminate this Agreement pursuant to Section 19, with no further obligation of any kind to the Company. If development was timely commenced, but later stopped or delayed due to an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of the Company (each an "Unavoidable Delay"), the Completion Deadline shall be extended for the duration of such delay. If the City properly terminates this Agreement, it shall have no obligation to reimburse the Company for any Project costs or compensate the Company for any value added to the Property. Upon termination, the City may demand reconveyance of the Property in addition to pursuing any other available remedies.

8. REVERTER OF TITLE; INDEMNITY

In the event of any reverter of title pursuant to Section 7, the Company shall, at its sole expense, promptly execute all documents—including but not limited to a special warranty deed—or take any other actions reasonably requested by the City to effectuate the reverter and deliver title to the City free and clear of all liens, claims, charges, or security interests. The Company shall also return any abstract of title previously provided. The Company shall fully satisfy and discharge all liens on or against the Property prior to reconveyance. **Appointment of Attorney-in-Fact.** If the Company fails to deliver such required

documents within thirty (30) days after written demand from the City, the City is authorized to execute the same on the Company's behalf as its attorney-in-fact for the limited purpose of completing reconveyance to the City. The Company acknowledges and grants the City this authority for such limited purpose.

The Company further agrees to indemnify and hold harmless the City from any demand, claim, cause of action, damage, or injury arising out of or in connection with the Project, the Company's failure to commence or complete the Project, or any lien against the Property resulting from the Company's ownership. If the City initiates legal action to enforce this Agreement and prevails, the Company shall be responsible for all associated legal expenses, including reasonable attorneys' fees. The Company's indemnity obligations under this Section shall survive expiration, termination, or cancellation of this Agreement for any reason.

9. NO ENCUMBRANCES; LIMITED EXCEPTION

Until Substantial Completion of the Improvements, the Company shall not create or permit any liens against the Property except for mortgages reasonably necessary to finance construction of the Improvements. The Company shall provide advance notice to the City prior to executing any such mortgage. No mortgage may be placed on the Property except as permitted above, and any non-conforming mortgage shall be void.

10. UTILITIES

The Company shall, at its sole cost, extend and install all necessary utilities serving the Property—including water, sewer, telephone, telecommunications, electricity, and gas—and shall be responsible for all associated connection fees.

11. MINIMUM ASSESSMENT AGREEMENT

The Company shall pay all taxes, assessments, and charges levied upon the Property when due. The Company further agrees that, prior to the valuation date (as may be extended) specified in Section 2 of the Minimum Assessment Agreement ("MAA") attached as Exhibit B, it will not seek or cause a reduction in the assessed valuation of the improved Property below the Minimum Actual Value of $2,000,000, whether by:

- **a.** Willful destruction of the Property, the Improvements, or any part thereof;
- **b.** Requesting a reduction from the Black Hawk County Assessor; or
- **c.** Pursuing administrative, legal, or equitable proceedings before any governmental authority.

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

12. PROJECT INCENTIVES

To support the Project, the City agrees to provide the following assistance:

- **a. Grants:** Provided the Company (i) completes the Improvements prior to the Completion Deadline, and (ii) executes the MAA as required under Section 11, the City shall make a lumpsum Grant payment of $600,000. The Grant will be paid half within thirty (30) days after the start of construction of Phase 2 Improvements and half within thirty (30) days after the City issues Occupancy Permits for the Project.
- **b. Property Tax Rebates:** City will pay property Tax Rebates as set forth in Section 13
- **c. Infill Housing Grant** Infill Housing Grant included in above grant.
- **d.** Support for Applications. City agrees that it will cooperate in good faith with Company and, if necessary for program requirements, will sponsor Company applications for available tax credits and/ or rebates and other available government funding, if Company

chooses to make such application. The parties anticipate that Company may apply for federal and State of Iowa historic tax credits and other incentives.

13. TAX REBATES.

Provided that Company has completed Substantially Completed the Improvements before the Completion Deadline, and subject to the other terms of this Agreement, City agrees to rebate property tax (with the exceptions noted below) with respect to the Improvements, as follows:

Year One through Year Fifteen - 70% rebate each year

for any taxable value added by the completed Improvements (each such payment is a "Rebate") over the initial base value of $0. Each Rebate is payable in respect of a given property tax fiscal year (a "Fiscal Year") only to the extent that (a) Company has actually paid general property taxes due and owing for such Fiscal Year and (b) the City Council has made an appropriation for the payment of the Rebate.

To receive a Rebate for a given Fiscal Year, Company must, within twelve (12) months after the due date of the last installment of the property taxes for the respective Fiscal Year (i.e., the "March Installment"), submit a completed Rebate request to City on the form provided by or otherwise satisfactory to City. A failure to timely submit a request for a Rebate for a Fiscal Year will result in a forfeiture of the right to request a Rebate for such Fiscal Year. City agrees to consider a completed application for a Rebate within sixty (60) days after submission of the application to City.

The taxable value of the Property as a result of the Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of $500.00. Rebates shall not be paid based on any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law.

The first Fiscal Year in respect of which a Rebate may be given ("Year One") shall be the first full Fiscal Year for which the assessment is based upon the completed value of the Improvements and not based on a prior Fiscal Year for which the assessment is based solely upon (x) the value of the Property, or upon (y) the value of the Property and a partial value of the Improvements due to partial completion of such Improvements or a partial Fiscal Year.

14. LIMITATIONS ON PAYMENT OF REBATES

a. Each payment of a Rebate is subject to annual appropriation by the City Council each Fiscal Year. City has no obligation to make any payments to Company as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this paragraph is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to make future payments of Rebates shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City's bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

b. Notwithstanding the provisions of Section 13 hereof, City shall have no obligation to make a payment of a Rebate to Company if at any time during the term hereof City fails to appropriate funds for payment; City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Property and Improvements to fund a Rebate payment to Company, as contemplated under Section 13 above, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or City's ability to collect Tax Increment from the Improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual Rebate payments would otherwise have been paid to Company under the terms of Section 13, then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

c. For purposes of this Agreement, "Tax Increments" shall mean the property tax revenues on the Improvements and Property received by and made available to City for deposit in an account maintained under this Agreement, the provisions of Iowa Code §403.19 and the ordinance governing the Urban Renewal Plan.

15. CONDITIONS TO CITY FUNDING

a. The complete or initial funding by City of the Rebates and other Project commitments shall be deemed an agreement of the parties that the applicable conditions to disbursement of funds shall, as of the date of such funding, have been satisfied or waived. If the conditions set forth in this Section are not satisfied at a Rebate disbursement date, this Agreement shall terminate unless a new disbursement date is established by amendment to this Agreement. The termination of this Agreement shall be the sole remedy available to City or Company if, for whatever reason, a condition set forth in this Section is not satisfied at a Rebate payment date, it being understood that each party shall nonetheless incur costs and liabilities prior thereto for which they alone are responsible. City and Company each expressly assumes all responsibility for the costs and liabilities they may each so incur prior to a Rebate payment date and agree to indemnify and hold each other harmless therefrom.

b. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, including but not limited to the Rebate payments, is subject to completion and satisfaction of certain separate city council actions and required legal proceedings relating to amendment to the urban renewal plan, including the holding of public hearings on the same. Further, all the obligations of City under this Agreement are subject to fulfillment, on or before each Rebate payment date, of each of the following conditions precedent:

i. The representations and warranties made by Company in Section 18 shall be true and correct as of the Rebate disbursement date with the same force and effect as if made at such date.

ii. Company shall be in material compliance with all the terms and provisions of this Agreement.

iii. There has not been, as of the Rebate disbursement date, a substantial change for the worse in the financial resources and ability of Company, or a substantial decrease in the financing commitments secured by Company for construction of

the Improvements, which change(s) makes it likely, in the reasonable judgment of the City, that Company will be unable to fulfill its covenants and obligations under this Agreement.

16. ADDITIONAL COVENANTS OF COMPANY

In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows with respect to each phase of Improvements:

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

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

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 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.

17. 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.

18. 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.

19. INDEMNIFICATION AND RELEASES

a. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property arising after Company's acquisition of the same or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

b. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties,

now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and condition of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property.

c. The provisions of this Section shall survive the expiration or termination of this Agreement.

20. OBLIGATIONS CONTINGENT

Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or Project area, all of which must be completed within 180 days from the date this Agreement is approved by the City Council.
If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

21. NO ASSIGNMENT OR CONVEYANCE

Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement. Notwithstanding the foregoing, Company may mortgage the Property to a lender as security for financing of Project improvements, but for no other purpose.

22. DEFAULT

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

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

b. Transfer by Company of any interest (either directly or indirectly) in the Improvements, any part of the Property, or this Agreement, without the prior written consent of City except as authorized by Section 21 or otherwise as security for financing of Project improvements;

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

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

e. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the

adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to any of Property.

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

23. 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 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.

24. 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.

25. 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.

26. 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.

27. 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 136 S Dubuque St., Iowa City, IA 52240, Attn: Mobin Khan, C/o Astra Commons.

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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. BINDING EFFECT

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

34. 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.

35. 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.

36. TIME OF ESSENCE

Time is of the essence of this Agreement.

SIGNATURE PAGE FOLLOWS

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: _____
[Name], Mayor

Date: 12/15/2025

Attest: _____
[Name], City Clerk

THE BATTERY BUILDING LLC

By: _____

[Name], [Title] MOBIN KHAN, MANAGER

Date: DECEMBER 15, 2025

Exhibit A

Northeasterly 60 feet of Lots 6 and 7 and the Northeasterly 60 feet of the Northwesterly 40 feet of Lot 8, Block 9, Original Plat on the West Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

Exhibit B
MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of this 15th day of December, 2025, and among the CITY OF WATERLOO, IOWA ("City") and The Battery Building LLC ("Company"), and the COUNTY ASSESSOR of the BLACK HAWK COUNTY, IOWA ("Assessor").

WITNESSETH:

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

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area within the City and within the Downtown Waterloo Urban Renewal and Redevelopment Area, including the construction or development of certain improvements as set forth in the Development Agreement (the "Minimum Improvements" or "Improvements") on the Property (also referred to as the "Project"); and

WHEREAS, pursuant to Iowa Code§ 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

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

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

1. Upon completion of construction of the Minimum Improvements by Company, the minimum actual assessed value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Project shall not be less than $2,000,000.00 (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 15, 2029 , 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, 2054. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to

complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

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

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

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code§ 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

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

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

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

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

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

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

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

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

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

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

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

THE BATTERY BUILDING LLC

By: _____

MOBIN KHAN
Print Name

Title: MANAGER

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

NOTARIAL SEAL IOWA
BRITNI C PERKINS
COMMISSION NO. 845529
MY COMMISSION EXPIRES
JANUARY 27, 2026

On this 22nd day of December, 2025, before me, a notary public in and for the State of Iowa, personally appeared Quentin M. Hart 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 Iowa)
) **ss.**
COUNTY OF Johnson)

Subscribed and sworn before me on 12/16/25, by Mobin Khan, Manager (title) of The Battery Building LLC.

_____
Notary Public

NOTARIAL SEAL IOWA
EMILY RODRIGUEZ
Commission Number 865857
My Commission Expires
07/07/28

_____
Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than two million and 00/100 Dollars ($2,000,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

12-29-25
Date

Assessor for Black Hawk County, Iowa

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

Subscribed and sworn to before me on December 29, 2025 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

NOTARIAL SEAL IOWA
LEXI SCHNEIDER
COMMISSION NO. 869089
MY COMMISSION EXPIRES
NOVEMBER 21, 2028

Lexi Schneider
Notary Public

Exhibit C
SCOPE OF WORK – PHASE 1

PROVENANCE ARCHITECTURE

Central Battery Building
221 West 5th Street
Waterloo, Iowa 50701

The below summary of work shall represent the initial Phase 1 of improvements to the Central Battery Building which prioritize immediate emergency repairs with the intent of mitigating continued deterioration of the structure. A subsequent Phase 2 shall involve major improvements to the site. All Phase 1 tasks shall be coordinated by the contractor in cooperation with the Development team and City of Waterloo.

During Phase 1: Emergency Repairs, the City of Waterloo shall maintain ownership of the property but shall grant access to the Development team and contractors for the purposes of completing the below scope of work and other pre-development efforts.

The preferred schedule for emergency repairs is such that the structure be reasonably protected from winter conditions prior to December 24th, 2025.

Summary of Emergency Repairs

Basement Level

1. Shoring walls shall be constructed at northeast corner where floor/ceiling structure is failing (near chimney and boiler)
2. Storm and sewer lines shall be scoped and any obstructions or deficiencies identified and addressed in a subsequent proposal
3. Continue shoring wall at failing 3rd floor beam location (northwest corner or structure)
4. Remove all debris, loose items, and previous owner belongings from the building, clear all floors of growth and signs of animal infestation (i.e. pigeon sh*t and carcases)
5. Ensure roof drains are sufficiently draining and pipes are continuously connected to main lines at alley / 5th Street
6. Rebuild/repair east stair with handrail (temporary stair for construction purposes)
7. Monitor infilled windows to ensure rotted plywood and 2x framing does not fail at alley

Level 1 (Street Level)

8. Demo portion of stair wall at southwest stair to allow access from interior space to Level 2
9. Continue shoring wall at failing 3rd floor beam location (northwest corner or structure)
10. Shoring wall(s) shall be constructed at building addition line (southeast ⅓ of structure) where original brick exterior is visible and failing

11. Remove all debris, loose items, and previous owner belongings from the building, clear all floors of growth and signs of animal infestation (I.e. pigeon sh*t and carcases)
12. Ensure roof drains are sufficiently draining and pipes are continuously connected to main lines at alley / 5th Street
13. Rebuild/repair east stair with handrail (temporary stair for construction purposes)

Level 2

14. Continue shoring wall at failing 3rd floor beam location (northwest corner or structure)
15. Shoring wall(s) shall be constructed at building addition line (southeast ⅓ of structure) where original brick exterior is visible and failing
16. Remove all debris, loose items, and previous owner belongings from the building, clear all floors of growth and signs of animal infestation (I.e. pigeon sh*t and carcases)
17. Ensure roof drains are sufficiently draining and pipes are continuously connected to main lines at alley / 5th Street
18. Rebuild/repair east stair with handrail (temporary stair for construction purposes)

Level 3

19. Remove all debris, loose items, and previous owner belongings from the building, clear all floors of growth and signs of animal infestation (I.e. pigeon sh*t and carcases)

Exterior & Building Envelope

20. Cover opening(s) in masonry at north alley wall with plywood and 2x framing and/or heavy duty tarp as needed, avoid damaging existing masonry and roof structure
21. Reinforce roof structure at failing roof drain location (~8'-0" x 8'-0") with shoring walls and/or sistered roof joists, and temporary plywood roof deck
22. Patch roof opening(s) with compatible membrane and ensure roof drain(s) is(are) providing proper drainage with minimal ponding, drain(s) shall be properly flashed to minimize water infiltration
23. Ensure overflow scupper can provide proper drainage away from the structure at north alley wall
24. Cap chimney at northeast corner of structure
25. Cap all pipe penetrations through roof
26. Remove vegetation at lower roof and patch roof membrane
27. Ensure all window and door openings are filled with existing windows and/or plywood to deter animal infestation and exposure to weather
28. Drone video footage shall be collected that investigates further roof, parapet, and upper level fenestration deterioration to assist in the identification of further emergency repairs and/or Phase 2 improvements

29. Window sills and adjacent masonry at north alley wall Level 3 windows shall be secured and/or covered with a temporary solution to minimize further deterioration, solutions shall minimize damage to adjacent masonry wall
30. It shall be assumed that an alley closure can be obtained for the duration of the Phase 1 emergency repairs, exterior walls at the north and east side of the structure shall be braced and shored in place to ensure masonry walls do not fail, City shall provide fencing and signage for alley closure, monitoring devices shall be installed at major crack locations in masonry walls

General

31. Investigate roof drain heating solutions (e.g. solar powered heat tape), to be addressed in subsequent proposal if adequate solution can be found
32. Permitting and associated fees shall be coordinated by the contractor with the City of Waterloo
33. Access to the site shall be coordinated with the City of Waterloo

At the time of preparing this narrative, per feedback from contractor consultation, specific shoring scope shall include the below list (the below list shall be subject to change pending findings during demolition and emergency repairs):

- NE Corner of building
  - 15'-0" x 12" x ¼" Steel welded around the corner and fastened to the masonry
- Shoring per callouts
- Additional shoring per contractor on each floor that would carry the weight of the shoring above down into the basement for a full weight transfer
- Rotting Brick by telephone pole
  - 3" x 2" x 15'-0" square tubing columns to be installed with through wall bolts and welding at existing lintels where possible
- Rotting brick below windows
  - 5'-0" x 3'-0" x ¼" steel plates fastened into masonry to prevent brick from falling

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving an Acquisition Contract and accepting a Deed to sell real property to the City of Waterloo, with Tim Durham, Reginald Jones, and Henry Jones, in the amount of $213,760.00, for property located at 751 Glenwood Street, and authorizing the Mayor and City Clerk to execute said documents.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo is requesting to purchase the property at 751 Glenwood Street for future expansion of the City of Waterloo Public Works facility, The City currently owns two lots to the north of 751 Glenwood, comprising approximately a quarter acre. The City also owns a 0.34 acre parcel directly south of the Public Works facility at 625 Glenwood Street. The purchase price is the current assessed value of the property.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

TIF or Bonds

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lots 3, 4, 5 and 6 in Wilby’s Addition to Waterloo, Iowa

ATTACHMENTS

1. Warranty Deed - 751 Glenwood to City
2. Acquisition Contract-Reginald Jones
3. Acquisition Contract-Tim Durham
4. Acquisition Contract-Henry Jones

Return To: ATTN: Planning and Zoning Department, City of Waterloo, 715 Mulberry Street, Waterloo, Iowa
Preparer: Austin J. McMahon, Lange & McMahon, 222 1st Street East, Independence, IA 50644 (319) 334-4488
Address Tax Statement To: City of Waterloo, 715 Mulberry St., Waterloo, IA 50703

WARRANTY DEED

For the consideration of one Dollar(s) and other valuable consideration, **Tim Durham, Reginald Jones, and Henry Jones**, do hereby Convey to **City of Waterloo, Iowa**, the following described real estate in Black Hawk County, Iowa:

Lots 3, 4, 5 and 6 in Wilby's Addition to Waterloo, Iowa

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described m Iowa Code §558.69, and therefore this transaction is exempt from the requirement to submit a groundwater hazard statement.

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title m fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all hens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and d1stnbutive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

[signatures on next page]

TIM DURHAM (Seller**)**

_____
Tim Durham

STATE OF _____}
COUNTY OF _____ }

Acknowledged before me on this _____ day of _____, 2026, by Tim Durham.

_____
Notary Public

REGINALD JONES (Seller**)**

_____
Reginald Jones

STATE OF _____}
COUNTY OF _____}

Acknowledged before me on this _____ day of _____, 2026, by Reginald Jones.

_____
Notary Public

HENRY JONES (Seller)

_____
Henry Jones

STATE OF _____}
COUNTY OF _____}

Acknowledged before me on this _____ day of _____, 2026, by Reginald Jones.

_____
Notary Public

ACQUISITION CONTRACT

This **ACQUISITION CONTRACT** (the "Contract") is entered into as of 2-18-2026 by and between Tim Durham, Reginald Jones, and Henry Jones, as Sellers (hereinafter referred to collectively as "Seller" or "Sellers"), and the City of Waterloo, Iowa, as Buyer.

1. Seller agrees to sell to Buyer, and Buyer agrees to buy, the following real estate and/or easement interests (the "Property"), described as: See Exhibit "A" attached hereto, City of Waterloo, State of Iowa, which includes the improvements and other fixtures thereon. The Property also includes, if applicable, all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon.

2. Possession of the Property is the essence of this Contract, and Buyer may enter and assume full use and enjoyment of the premises per the terms of this Contract. Seller grants Buyer the immediate right to enter the Property for the purpose of gathering survey and soil data. Seller may surrender possession of the Property or any part thereof prior to the time at which it has hereinafter agreed to do so and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer at (319) 291-4366.

3. The Purchase Price shall be $213,760.00. The Purchase Price shall be due and payable in full at closing, to be delivered to the Seller upon performance of Seller's obligations and satisfaction of the Buyer's contingencies, if any.

4. Possession of the Property shall be delivered to Buyer at closing, which shall occur on a date to be determined by the parties hereafter, but in any event after the approval of title by Buyer and satisfaction or waiver of contingencies, if any. No later than the closing date, Seller shall remove from the Property all of its personal property, trash, and debris of any type that is not a structure or a fixture. Within said time Seller shall also remove all hazardous materials and/or substances from the Property on or above the ground surface, including but not limited to barrels, cans, or bottles of any kind.

5. Seller warrants that there are no tenants on the Property holding under a lease or otherwise in possession.

6. This Contract shall apply to and bind the legal successors in interest of the Seller, and Seller agrees to pay all encumbrances, claims, liens and assessments against the Property, including all taxes and special assessments prorated to the closing date as required by Section 427.2 of the Code of Iowa, and agrees to warrant merchantable title.

7. Seller will furnish and deliver to Buyer an abstract of title continued to a date within thirty (30) days before the closing date, showing merchantable title to the Property in Seller in conformity with this Contract, Iowa law, and title standards of the Iowa State Bar Association. Seller agrees to pay the cost of abstract continuation, or creation, as necessary. Seller agrees to obtain court approval of this Contract, if requested by the Buyer, if title to the Property becomes an asset of any estate, trust, conservatorship or guardianship. Seller agrees to pay court approval costs and all other costs necessary to transfer the Property to the Buyer. Seller shall convey the Property to Buyer by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Contract.

8. If the Seller holds title to the Property in joint tenancy with full rights of survivorship and not as tenants in common at the time of this Contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

9. This Contract shall become effective only upon acceptance and approval of the Contract by the City Council of the City of Waterloo.

10. This Contract, together with the exhibits and attachments attached hereto, constitutes the entire agreement between Buyer and Seller, and there is no agreement to do or not to do any act or deed except as specifically provided herein. This Contract may be modified only in a written instrument signed by both parties. Time is of the essence of this Contract.

WHEREFORE, the parties have entered into this Acquisition Contract by their duly authorized representatives as of the date first set forth above.

[signatures contained on following pages]

TIM DURHAM (Seller)

_____
Tim Durham

STATE OF _____ }
COUNTY OF _____ }

Acknowledged before me on this _____ day of _____, 2026, by Tim Durham.

_____
Notary Public

REGINALD JONES (Seller)

Reginald D C Jones 2-18-2026
Reginald Jones

STATE OF _____ }
COUNTY OF _____ }

Acknowledged before me on this _____ day of _____, 2026, by Reginald Jones.

PLEASE SEE ATTACHED ACKNOWLEDGEMENT FROM NOTARY PUBLIC

_____
Notary Public

HENRY JONES (Seller)

_____
Henry Jones

STATE OF _____ }
COUNTY OF _____ }

Acknowledged before me on this _____ day of _____, 2026, by Reginald Jones.

_____
Notary Public

APPROVAL RECOMMENDED BY:

_____ _____

City Planning Staff **(Date)**

APPROVED BY:

_____ ATTEST: _____

David Boesen, Mayor **Kelly Felchle,** City Clerk

DATE APPROVED:_____

State of Iowa }
County of Black Hawk }

Acknowledged before me on _____ by David Boesen and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____

Notary Public

EXHIBIT A

Lots 3, 4, 5 and 6 in Wilby's Addition to Waterloo, Iowa

(also known as 751 Glenwood Street, Waterloo, Iowa 50703)

(also known as Tax Parcel ID No. 891324476005)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)

On 2-18-2026 before me, Colette Hinckley - Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Reginald C. Jones
Name(s) of Signer(s)

N/A,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

COLETTE HINCKLEY
Comm. # 2521424
ALAMEDA County
California - Notary Public
Comm Expires MAY 26, 2029

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Acquisition Contract Document Date: 2/18/26
Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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ACQUISITION CONTRACT

This **ACQUISITION CONTRACT** (the "Contract") is entered into as of 02-18-2026 by and between Tim Durham, Reginald Jones, and Henry Jones, as Sellers (hereinafter referred to collectively as "Seller" or "Sellers"), and the City of Waterloo, Iowa, as Buyer.

1. Seller agrees to sell to Buyer, and Buyer agrees to buy, the following real estate and/or easement interests (the "Property"), described as: See Exhibit "A" attached hereto, City of Waterloo, State of Iowa, which includes the improvements and other fixtures thereon. The Property also includes, if applicable, all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon.

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3. The Purchase Price shall be $213,760.00. The Purchase Price shall be due and payable in full at closing, to be delivered to the Seller upon performance of Seller's obligations and satisfaction of the Buyer's contingencies, if any.

4. Possession of the Property shall be delivered to Buyer at closing, which shall occur on a date to be determined by the parties hereafter, but in any event after the approval of title by Buyer and satisfaction or waiver of contingencies, if any. No later than the closing date, Seller shall remove from the Property all of its personal property, trash, and debris of any type that is not a structure or a fixture. Within said time Seller shall also remove all hazardous materials and/or substances from the Property on or above the ground surface, including but not limited to barrels, cans, or bottles of any kind.

5. Seller warrants that there are no tenants on the Property holding under a lease or otherwise in possession.

6. This Contract shall apply to and bind the legal successors in interest of the Seller, and Seller agrees to pay all encumbrances, claims, liens and assessments against the Property, including all taxes and special assessments prorated to the closing date as required by Section 427.2 of the Code of Iowa, and agrees to warrant merchantable title.

7. Seller will furnish and deliver to Buyer an abstract of title continued to a date within thirty (30) days before the closing date, showing merchantable title to the Property in Seller in conformity with this Contract, Iowa law, and title standards of the Iowa State Bar Association. Seller agrees to pay the cost of abstract continuation, or creation, as necessary. Seller agrees to obtain court approval of this Contract, if requested by the Buyer, if title to the Property becomes an asset of any estate, trust, conservatorship or guardianship. Seller agrees to pay court approval costs and all other costs necessary to transfer the Property to the Buyer. Seller shall convey the Property to Buyer by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Contract.

8. If the Seller holds title to the Property in joint tenancy with full rights of survivorship and not as tenants in common at the time of this Contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

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WHEREFORE, the parties have entered into this Acquisition Contract by their duly authorized representatives as of the date first set forth above.

[signatures contained on following pages]

TIM DURHAM (Seller)

Tim Durham

STATE OF California }
COUNTY OF Los Angeles }

Acknowledged before me on this 18 day of February, 2026, by Tim Durham.

Notary Public

REGINALD JONES (Seller)

EZEKIEL PEDROZA
Notary Public - California
Los Angeles County
Commission # 2309244
My Comm. Expires Jan 11, 2029

Reginald Jones

STATE OF _____ }
COUNTY OF _____ }

Acknowledged before me on this _____ day of _____, 2026, by Reginald Jones.

Notary Public

HENRY JONES (Seller)

Henry Jones

STATE OF _____ }
COUNTY OF _____ }

Acknowledged before me on this _____ day of _____, 2026, by Reginald Jones.

Notary Public

APPROVAL RECOMMENDED BY:

_____ _____

City Planning Staff **(Date)**

APPROVED BY:

_____ ATTEST: _____

David Boesen, Mayor **Kelly Felchle,** City Clerk

DATE APPROVED:_____

State of Iowa }
County of Black Hawk }

Acknowledged before me on _____ by David Boesen and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

EXHIBIT A

Lots 3, 4, 5 and 6 in Wilby's Addition to Waterloo, Iowa

(also known as 751 Glenwood Street, Waterloo, Iowa 50703)

(also known as Tax Parcel ID No. 891324476005)

ACQUISITION CONTRACT

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1. Seller agrees to sell to Buyer, and Buyer agrees to buy, the following real estate and/or easement interests (the "Property"), described as: See Exhibit "A" attached hereto, City of Waterloo, State of Iowa, which includes the improvements and other fixtures thereon. The Property also includes, if applicable, all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon.

2. Possession of the Property is the essence of this Contract, and Buyer may enter and assume full use and enjoyment of the premises per the terms of this Contract. Seller grants Buyer the immediate right to enter the Property for the purpose of gathering survey and soil data. Seller may surrender possession of the Property or any part thereof prior to the time at which it has hereinafter agreed to do so and agrees to give Buyer ten (10) days notice of Seller's intention to do so by calling Buyer at (319) 291-4366.

3. The Purchase Price shall be $213,760.00. The Purchase Price shall be due and payable in full at closing, to be delivered to the Seller upon performance of Seller's obligations and satisfaction of the Buyer's contingencies, if any.

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6. This Contract shall apply to and bind the legal successors in interest of the Seller, and Seller agrees to pay all encumbrances, claims, liens and assessments against the Property, including all taxes and special assessments prorated to the closing date as required by Section 427.2 of the Code of Iowa, and agrees to warrant merchantable title.

7. Seller will furnish and deliver to Buyer an abstract of title continued to a date within thirty (30) days before the closing date, showing merchantable title to the Property in Seller in conformity with this Contract, Iowa law, and title standards of the Iowa State Bar Association. Seller agrees to pay the cost of abstract continuation, or creation, as necessary. Seller agrees to obtain court approval of this Contract, if requested by the Buyer, if title to the Property becomes an asset of any estate, trust, conservatorship or guardianship. Seller agrees to pay court approval costs and all other costs necessary to transfer the Property to the Buyer. Seller shall convey the Property to Buyer by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Contract.

8. If the Seller holds title to the Property in joint tenancy with full rights of survivorship and not as tenants in common at the time of this Contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

9. This Contract shall become effective only upon acceptance and approval of the Contract by the City Council of the City of Waterloo.

10. This Contract, together with the exhibits and attachments attached hereto, constitutes the entire agreement between Buyer and Seller, and there is no agreement to do or not to do any act or deed except as specifically provided herein. This Contract may be modified only in a written instrument signed by both parties. Time is of the essence of this Contract.

WHEREFORE, the parties have entered into this Acquisition Contract by their duly authorized representatives as of the date first set forth above.

[signatures contained on following pages]

EXHIBIT A

Lots 3, 4, 5 and 6 in Wilby's Addition to Waterloo, Iowa

(also known as 751 Glenwood Street, Waterloo, Iowa 50703)

(also known as Tax Parcel ID No. 891324476005)

APPROVAL RECOMMENDED BY:

_____ _____

City Planning Staff **(Date)**

APPROVED BY:

_____ ATTEST: _____

David Boesen, Mayor **Kelly Felchle,** City Clerk

DATE APPROVED:_____

State of Iowa }
County of Black Hawk }

Acknowledged before me on _____ by David Boesen and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____

Notary Public

TIM DURHAM (Seller)

_____
Tim Durham

STATE OF _____ }
COUNTY OF _____ }

Acknowledged before me on this _____ day of _____, 2026, by Tim Durham.

_____
Notary Public

REGINALD JONES (Seller)

_____
Reginald Jones

STATE OF _____ }
COUNTY OF _____ }

Acknowledged before me on this _____ day of _____, 2026, by Reginald Jones.

_____
Notary Public

HENRY JONES (Seller)

Henry Jones 2/19/2026
Henry Jones

STATE OF _____ }
COUNTY OF _____ }

Acknowledged before me on this _____ day of _____, 2026, by ~~Reginald Jones~~. Henry Jones

_____
Notary Public

PLEASE SEE ATTACHED ACKNOWLEDGEMENT FROM NOTARY PUBLIC

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Alameda)

On 02/19/2026 before me, - Jocelyn Juaban Jimenez, - Notary Public -,
Date *Here Insert Name and Title of the Officer*

personally appeared Henry Jones
Name(s) of Signer(s)
N/A,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JOCELYN JUABAN JIMENEZ
Comm. # 2493662
ALAMEDA County
California - Notary Public
Comm. Expires July 4, 2028
NXC1

Signature Jocelyn
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Acquisition Contract Document Date: 02/19/2026
Number of Pages: 5 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution approving a Development Agreement with Fifth Street Tire, LLC, with a Minimum Assessment Agreement of $567,660.00, and the CURA tax abatement, for the construction of a 2,808 square-foot addition at 500 W. 5th Street, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The new addition will be 2,808 square feet of shop space. Attached is a site plan and elevations showing the addition is located northeasterly of the building at 500 W 5th Street. The addition is built, and the applicant is eligible for CURA tax abatement, however a recent change to State Code require that the City approve an agreement, including minimum assessment agreement before a CURA application for a commercial use can be approved.

NEIGHBORHOOD IMPACT

The request would appear to have a positive impact on the neighborhood, as the addition will provide additional shop space for a recently relocated business in downtown Waterloo.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lot 3; and Lots 1 and 2, except the Southwesterly 48 feet thereof, also except that part described in 406 TLD 589; all in Block 31, in the Original Plat on the West Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. Fifth Street LLC - Good Year DA
2. W 5th St Good Year Plans

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 _____, 2026 by and between Fifth Street Tire LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

A. Company is the owner of real property at 500 W 5th Street and legally described as set forth on Exhibit "A" attached hereto (the "Property"), and Company is willing and able to finance and undertake 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 2,808 square foot building addition(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 has begun construction of the improvement and must Substantially Complete construction within four (4) months after the date of this Agreement (the "Completion Deadline"). For purposes of this Agreement, "Substantially Complete" means the date on which the Improvements have been completed to the extent necessary for 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 $567,660.00 (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 Fifth Street Tire LLC, 500 W 5th Street, Waterloo, IA 50701

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

Fifth Street Tire LLC

By: _____
David Sand
Owner

EXHIBIT “A”

Legal Description of Property

Lot 3; and Lots 1 and 2, except the Southwesterly 48 feet thereof, also except that part described in 406 TLD 589; all in Block 31, in the Original Plat on the West Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

EXHIBIT “B”

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the “Agreement”) is entered into as of _____, 2026, by and among the CITY OF WATERLOO, IOWA (“City”), FIFITH STREET TIRE 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 $567,660.00 (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, 2046 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,

2046. 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

FIFTH STREET TIRE LLC

By: _____
David Sand
Owner

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, 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 IOWA)
) ss.
COUNTY OF BLACK HAWK)

Subscribed and sworn to before me on _____, 2026 by David Sand as Owner of Fifth Street Tire LLC.

_____
Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement 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 Five Hundred Sixty-Seven Thousand and Six Hundred and Sixty and 00/100 Dollars ($567,660.00) 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

5TH STREET TIRE

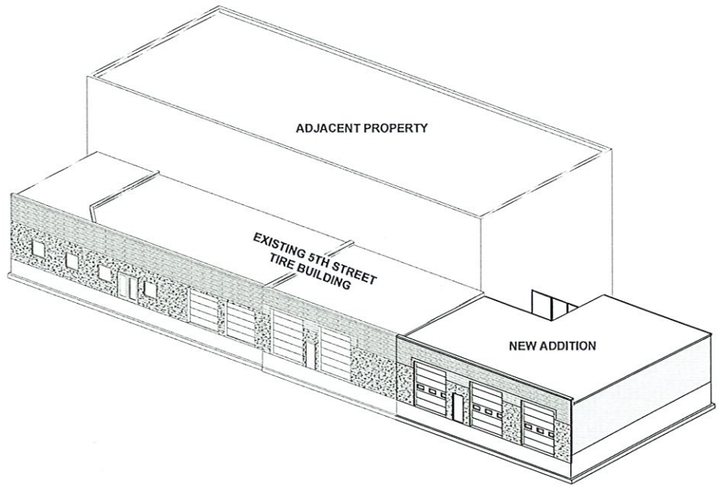
BUILDING ADDITION

CONSTRUCTION DRAWINGS

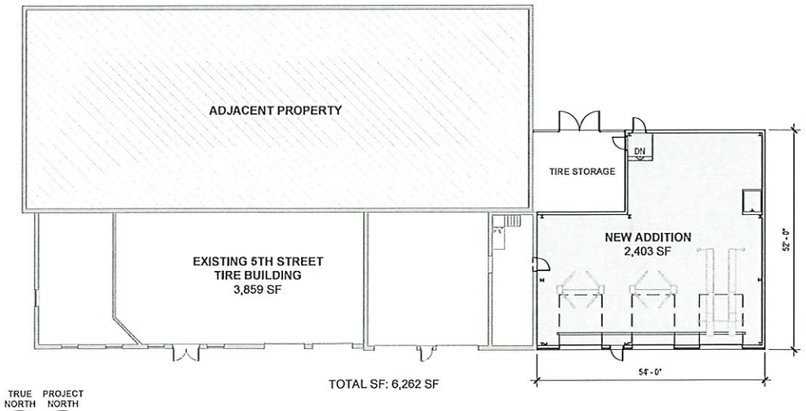
04/29/2025

2,403 ϕ

PRELIMINARY
NOT FOR CONSTRUCTION

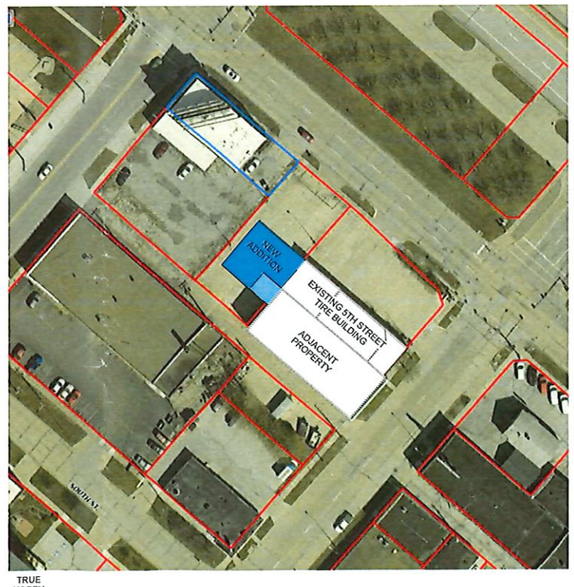


1 AXONOMETRIC



TRUE NORTH PROJECT NORTH

2 OVERALL FLOOR PLAN
1/16" = 1'-0"



TRUE NORTH

3 SITE PLAN
1" = 60'-0"

SYMBOLS LEGEND

SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
XXX	WALL TAG	X	KEYNOTE SYMBOL
XXX	DOOR TAG		SPOT ELEVATION
X	WINDOW TAG		

CROSS-REFERENCE LEGEND

LETTERS OR NUMBERS REFER TO SECTION OR DETAIL

1 A101 SIM

1 A101 SIM

NUMBER REFERS TO THE SHEET NUMBER ON WHICH THE DETAIL APPEARS

DIMENSIONS LEGEND

A DIMENSION DOT DIMENSIONS TO THE CENTER OF OBJECT

A DIAGONAL DIMENSION TICK DIMENSIONS TO THE FACE OF OBJECT

- DIMENSIONS TO CMU AND CONCRETE WALLS ARE TO THE FACE OF THE WALL UNLESS NOTED OTHERWISE.
- DIMENSIONS TO INTERIOR STUD FRAMED WALLS ARE TO THE FACE OF STUD UNLESS NOTED OTHERWISE
- DIMENSIONS NOTED AS "CLEAR" ARE TO THE WALL FINISH.
- DIMENSIONS SHOWN ON INTERIOR ELEVATIONS ARE TO THE FACE OF THE WALL FINISH.

DRAWING SHEET INDEX

SHEET NUMBER	SHEET NAME
A000	COVER
A100	PLANS, ELEVATIONS
A200	SECTIONS

PROJECT CONTACT INFORMATION

OWNER:
5th STREET TIRE
500 W 5th STREET
WATERLOO, IA 50701

CONTRACTOR:
FAILOR HURLEY CONSTRUCTION
3337 MARNE AVE
WATERLOO, IA 50701
CONTACT: BILL FAILOR
PHONE: (319) 683-3035
EMAIL: bfailor@failorhurley.com

ARCHITECT:
METRICS ARCHITECTURE
108 N. FRANKLIN STREET
MANCHESTER, IA 52057
CONTACT: JOSH DEMMER
PHONE: (563) 927-5795
EMAIL: joshd@metricsarch.com

STRUCTURAL ENGINEER:
M2B STRUCTURAL ENGINEERS
422 2ND AVE SE SUITE B
CEDAR RAPIDS, IA 52401
CONTACT: MIKE BRENNEMAN
PHONE: (319) 364-0059
EMAIL: mbrenneman@m2bengineers.com

CIVIL ENGINEER:
VJ ENGINEERING
1501 TECHNOLOGY PARKWAY SUITE 100
CEDAR FALLS, IA 50613
CONTACT: DAN ARENDS
PHONE: (319) 266-5929
EMAIL: darends@vjengineering.com

ABBREVIATIONS

ABBR.	DESCRIPTION
A.C.T.	ACOUSTICAL CEILING TILE
A.F.F.	ABOVE FINISHED FLOOR
ALT.	ALTERNATE
APPROX.	APPROXIMATE
ARCH.	ARCHITECTURAL
B.O.	BY OTHERS
BLDG.	BUILDING
C.G.	CORNER GUARD
C.J.	CONTROL JOINT
C.L.	CENTER LINE
C.M.U.	CONCRETE MASONRY UNIT
C.P.O.I.	CONTRACTOR PROVIDED, OWNER INSTALLED
CAB.	CABINET
CLG.	CEILING
CONC.	CONCRETE
CONST.	CONSTRUCTION
CONT.	CONTINUOUS
DEMO	DEMOLISH
DIA.	DIAMETER
DN.	DOWN
E.J.	EXPANSION JOINT
ELEC.	ELECTRICAL
ELEV.	ELEVATION
EQ.	EQUAL
EXIST.	EXISTING
EXT.	EXTERIOR
F.D.	FLOOR DRAIN
F.E.C.	FIRE EXTINGUISHER CABINET
F.V.	FIELD VERIFY
G.B.	GYPSUM BOARD
G.C.	GENERAL CONTRACTOR
HM.	HOLLOW METAL
INSUL.	INSULATION
K.S.	KNEE SPACE

ABBREVIATIONS

ABBR.	DESCRIPTION
M.E.P.	MECHANICAL / ELECTRICAL / PLUMBING
MANUF.	MANUFACTURER
MAX.	MAXIMUM
MECH.	MECHANICAL
MIN.	MINIMUM
MISC.	MISCELLANEOUS
MTL.	METAL
O.C.	ON CENTER
O.P.C.I.	OWNER PROVIDED, CONTRACTOR INSTALLED
O.P.O.I.	OWNER PROVIDED, OWNER INSTALLED
P. LAM.	PLASTIC LAMINATE
PLY.	PLYWOOD
PREFIN.	PREFINISHED
R.C.P.	REFLECTED CEILING PLAN
R.D.	ROOF DRAIN
RAD.	RADIUS
REQ.	REQUIRED
SCHED.	SCHEDULE
SHT.	SHEET
SIM.	SIMILAR
SPECD	SPECIFIED
SPEC.	SPECIFICATIONS
STRUCT.	STRUCTURAL
T&G	TONGUE AND GROOVE
THRU	THROUGH
TYP.	TYPICAL
U.L.	UNDERWRITERS LABORATORIES
V.C.T.	VINYL COMPOSITE TILE
VERT.	VERTICAL
W.W.F.	WELDED WIRE FABRIC
W/	WITH
W/O	WITHOUT
WD.	WOOD

GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH APPLICABLE CODES AND ORDINANCE IN FORCE AT TIME OF CONSTRUCTION
2. VERIFY ALL DIMENSIONS, EXISTING AND NEW CONDITIONS ON THE JOB BEFORE PROCEEDING WITH THE WORK. DISCREPANCIES, IF ANY, ARE TO BE REFERRED TO THE ARCHITECT IMMEDIATELY FOR DETERMINATION ON HOW TO PROCEED.
3. REFER TO THE DIMENSIONS LEGEND ON THE PLANS FOR DIMENSIONING INFORMATION. CONTACT THE DESIGN TEAM FOR ANY DIMENSIONS IN QUESTION.
4. DOORS NOT LOCATED BY DIMENSION ON PLANS OR DETAILS SHALL BE INSTALLED SUCH THAT THE DOOR, WHEN IN THE FULL OPEN POSITION AGAINST THE WALL STOP, IS PARALLEL TO THE ADJACENT WALL. COORDINATE WITH DOOR HARDWARE.
5. CONTRACTORS SHALL CONSULT PLANS OF ALL TRADES FOR OPENINGS AND ROUGH-OUTS, THROUGH SLABS, WALLS, CEILINGS, AND ROOFS FOR DUCTS, PIPES, CONDUITS, CABINETS, EQUIPMENT, AND SHALL VERIFY SIZE AND LOCATION BEFORE PROCEEDING WITH WORK.

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed architect under the laws of the state of Iowa.

Joshua R. Demmer Date:

License number: 6313 License renewal date: 07-01-2026

Pages or sheets covered by this seal:

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108 N. FRANKLIN ST, MANCHESTER, IA 52057
PHONE: 563-927-5795

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REVISIONS

#	DATE	DESCRIPTION

5TH STREET TIRE
BUILDING ADDITION
500 W 5TH STREET
WATERLOO, IA 50701

PROJECT #: 25-007

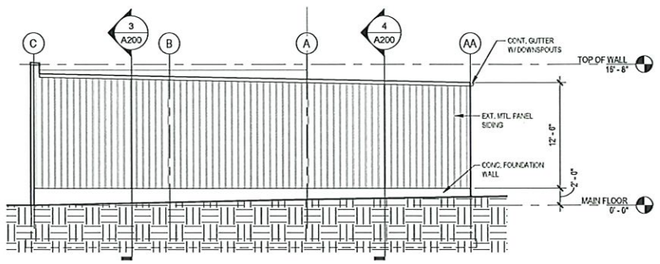
DATE: 04/29/2025

SHEET SET: CONSTRUCTION DRAWINGS

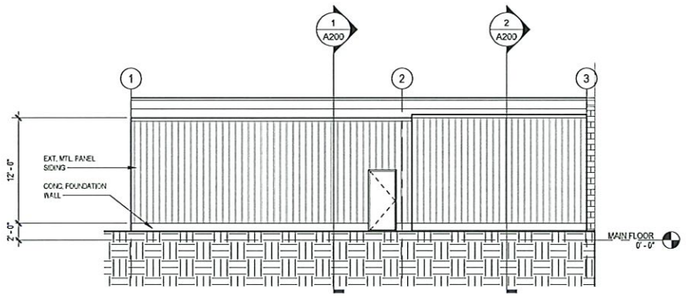
SHEET NAME: COVER

SHEET NO. A000

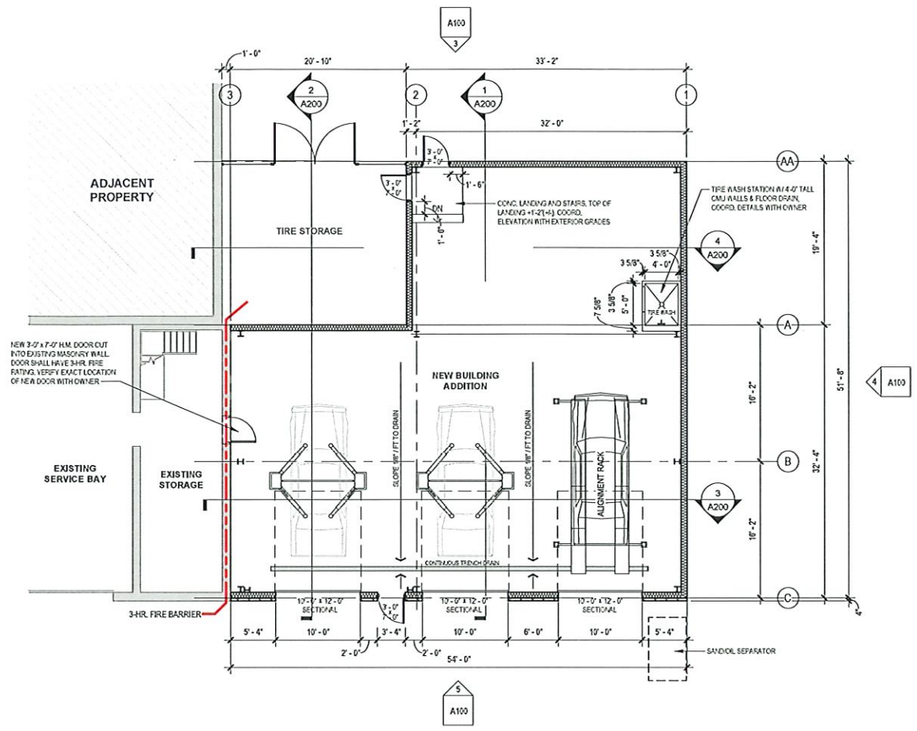
PRELIMINARY
NOT FOR CONSTRUCTION



4 NORTH ELEVATION
1/8" = 1'-0"



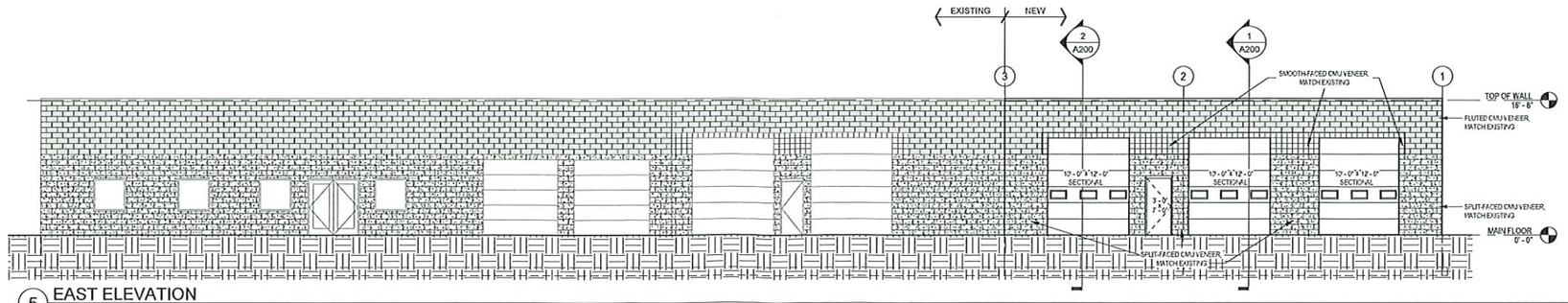
3 WEST ELEVATION
1/8" = 1'-0"



TRUE NORTH PROJECT NORTH

1 ENLARGED FLOOR PLAN
1/8" = 1'-0"

GRAPHIC SCALE: 1/8" = 1'-0"
0' 4' 8' 16' 32'



5 EAST ELEVATION
1/8" = 1'-0"

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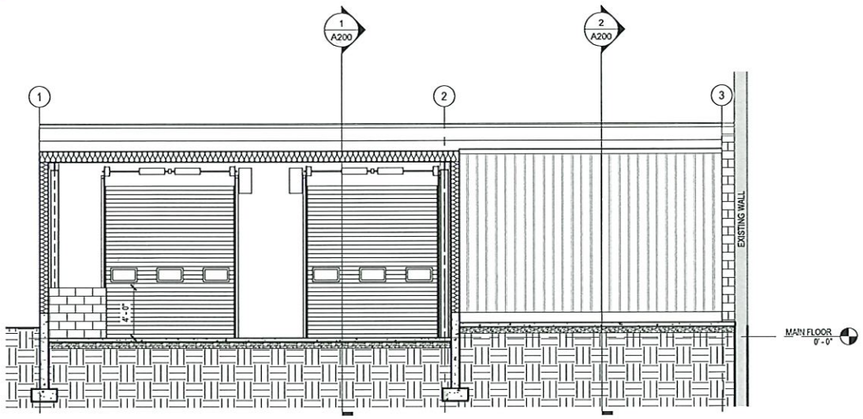
REVISIONS

#	DATE	DESCRIPTION

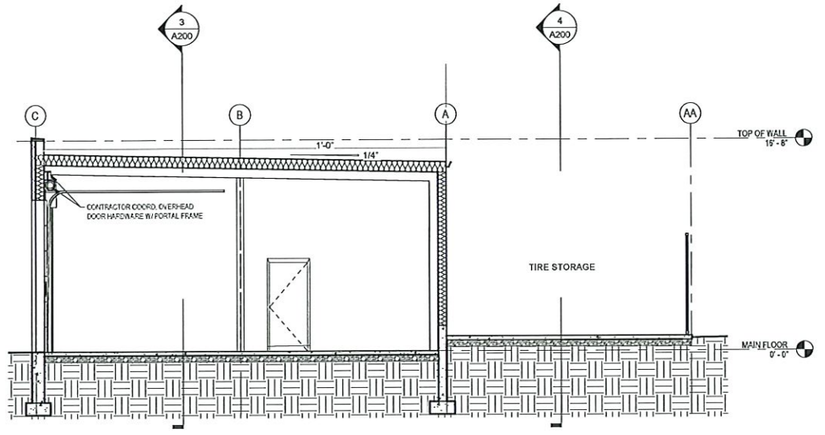
5TH STREET TIRE
BUILDING ADDITION
500 W 5TH STREET
WATERLOO, IA 50701

PROJECT #: 25-007
DATE: 04/29/2025
SHEET SET: CONSTRUCTION DRAWINGS
SHEET NAME: PLANS, ELEVATIONS
SHEET NO. A100

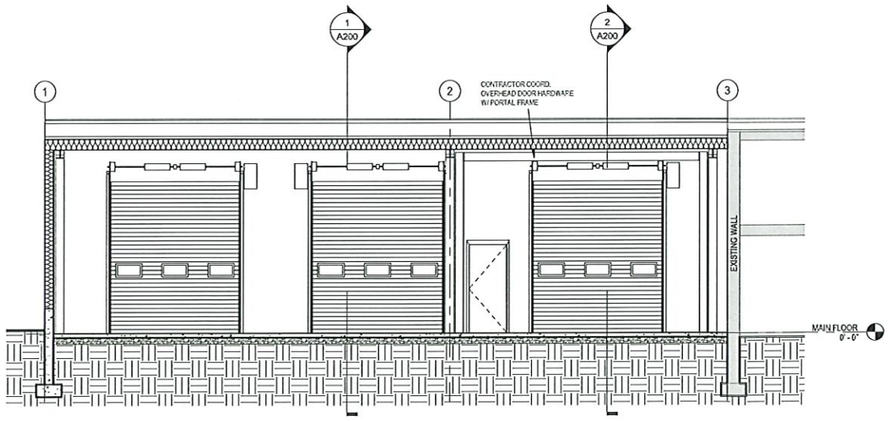
PRELIMINARY
NOT FOR CONSTRUCTION



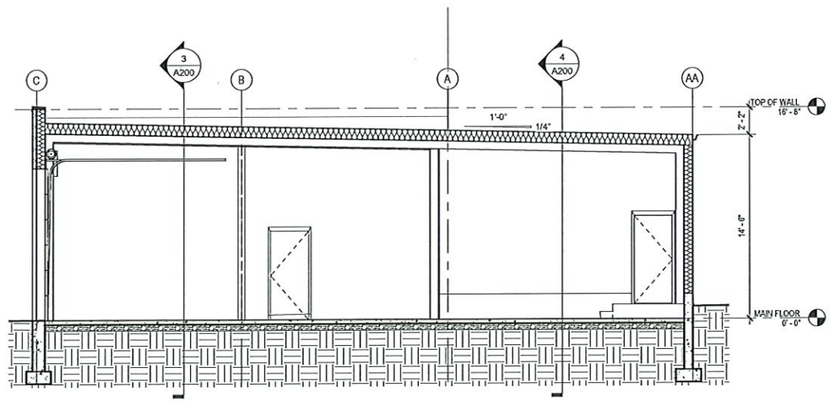
4 SECTION
3/16" = 1'-0"



2 SECTION
3/16" = 1'-0"



3 SECTION
3/16" = 1'-0"



1 SECTION
3/16" = 1'-0"

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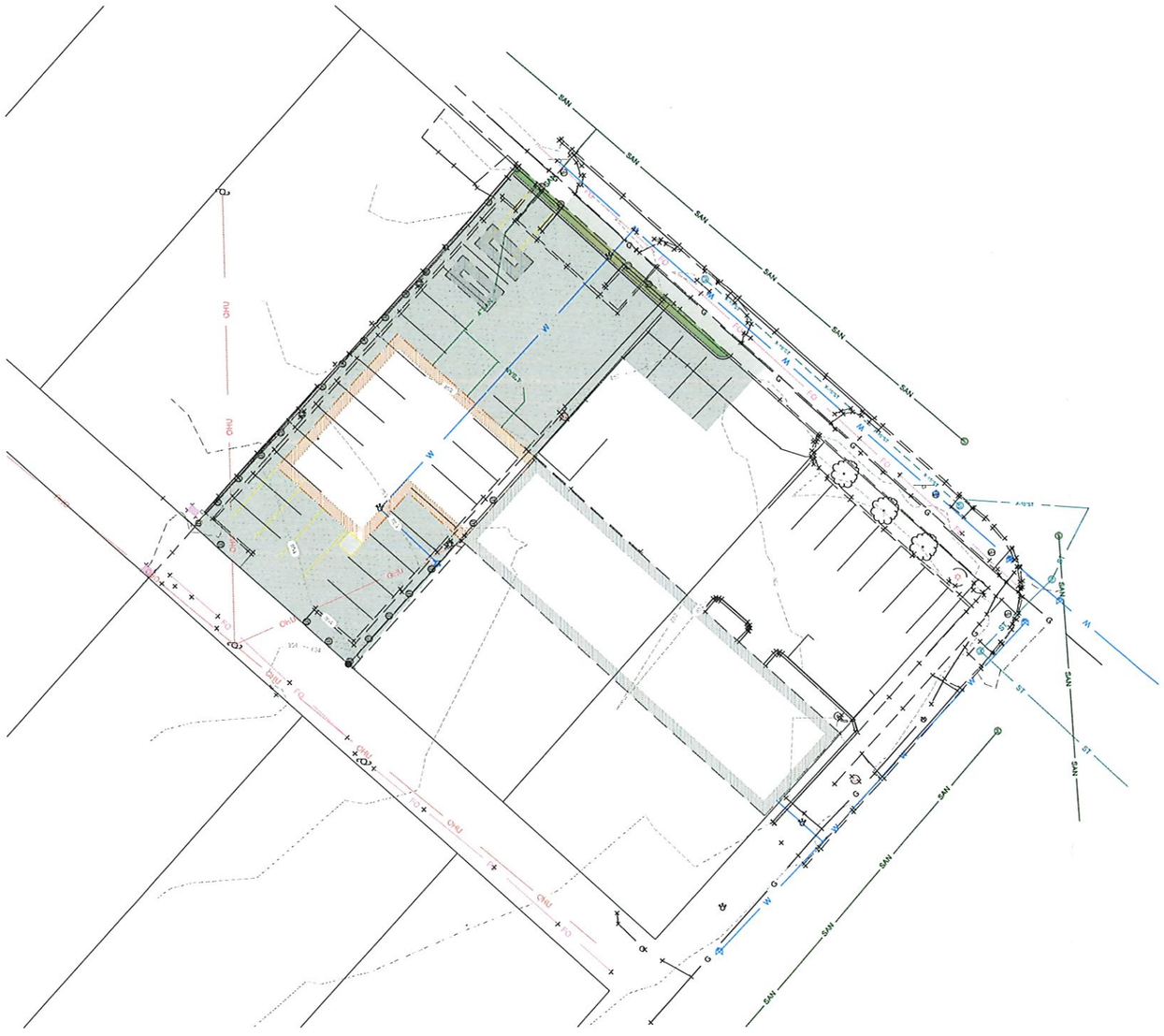
REVISIONS

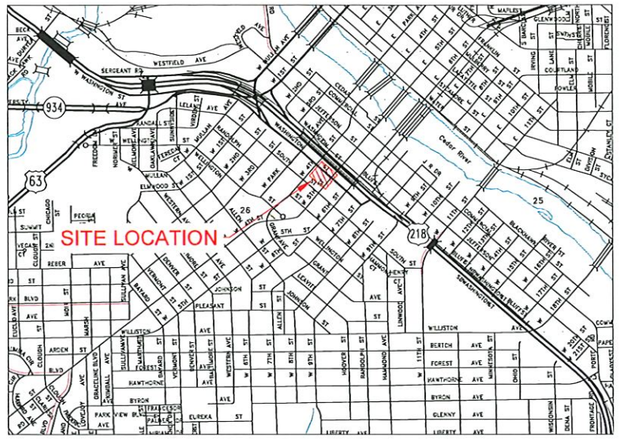
#	DATE	DESCRIPTION

5TH STREET TIRE
BUILDING ADDITION
500 W 5TH STREET
WATERLOO, IA 50701

PROJECT #: 25-007
DATE: 04/29/2025
SHEET SET:
CONSTRUCTION DRAWINGS
SHEET NAME:
SECTIONS
SHEET NO.
A200

CITY OF WATERLOO, IOWA
BLACK HAWK COUNTY
PLANS FOR BUILDING AND PARKING ADDITIONS
SITE GRADING AND UTILITIES AT 500 W. 5TH STREET
PREPARED BY VJ ENGINEERING
APRIL, 2025





OWNER/APPLICANT:
5TH STREET TIRE LLC
500 W 5TH STREET
WATERLOO, IOWA 50701

SITE PLAN PREPARED BY:
VJ ENGINEERING
1501 TECHNOLOGY PARKWAY SUITE 100,
CEDAR FALLS, IOWA 50613

PROJECT SITE ADDRESS:
500 W 5TH STREET
WATERLOO, IOWA 50701

CURRENT ZONING:
C-2 - COMMERCIAL DISTRICT

INDEX OF SHEETS		
SHEET. NO.	SHEET NAME	REVISION DATE
1	COVER SHEET	
2	EXISTING CONDITIONS	
3	CIVIL SITE PLAN	
4	CIVIL SITE DETAILS	
5	STORM WATER POLLUTION PREVENTION PLAN	

NOTES:
1.) SCALE NOTED ON TITLE BLOCK RELATES TO FULL-SIZED PLOTS (22x34).
2.) CONTRACTOR SHALL CONTACT ENGINEER OF RECORD FOR CLARIFICATION PRIOR TO CONTINUING TO WORK IF DISCREPANCIES ARE FOUND IN PLAN SET.

UTILITY STATEMENT
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES DECLARE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

THE CONSTRUCTION OF THE SANITARY SEWER, STORM SEWER, AND WATER SYSTEMS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL IMPROVEMENTS WITHIN THE CITY OF WATERLOO, IOWA, AND THE STATEWIDE URBAN DESIGNS AND SPECIFICATIONS (SUDAS),

LEGEND		
Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
		CONTOUR LINE
		ELECTRIC LINE
		FENCE LINE
		FIBER LINE
		GAS LINE
		OVERHEAD UTILITY LINE
		SANITARY SEWER LINE
		SILT FENCE LINE
		STORM SEWER LINE
		TELEPHONE LINE
		TELEVISION LINE
		WATER LINE
		PROPERTY CORNER
		BENCH MARK
		CONIFEROUS TREE
		DECIDUOUS TREE
		GAS MANHOLE
		GAS VALVE
		SANITARY MANHOLE
		SIGN
		STORM INTAKE
		STORM MANHOLE
		TELEPHONE PEDESTAL
		UTILITY POLE
		WATER HYDRANT
		WATER SHUT OFF
		WATER VALVE

NORTH
0 10' 20' 40'

IOWA ONE CALL
800 / 292-8989
TOLL FREE
CALL - BEFORE - YOU - DIG

LICENSED PROFESSIONAL ENGINEER
Licensed
P26099
Paul T.
Arch
IOWA

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

PAUL T ARCH, P.E. DATE

License number P26099

My license renewal date is December 31, 2025

Pages or sheets covered by this seal: ALL SHEETS IN INDEX

258016

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

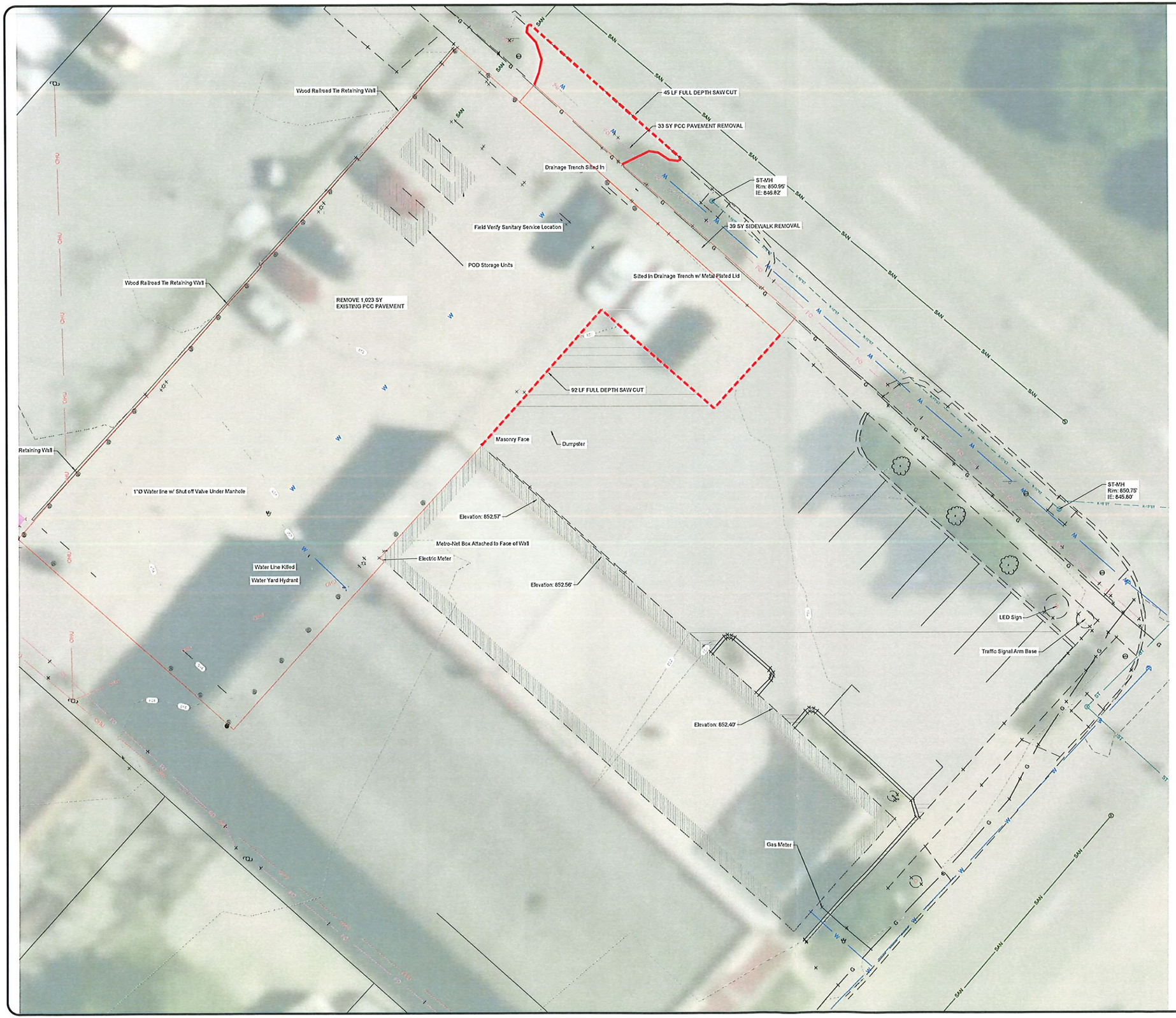
5th St TIRE BUILDING ADDITION
500 W. 5TH STREET
WATERLOO, IOWA 50701

COVER SHEET

1 OF 5

Scale 1"=20'
Drawn SJL
Reviewed PTA
Date 2025.04.23
Revisions

258016



GENERAL DEMOLITION NOTES:

1.) ALL ITEMS NOTED FOR REMOVAL SHALL BE INCLUDED IN THE CONTRACT FOR GENERAL CONSTRUCTION.

2.) LIMITS OF REMOVAL SHOWN ON DEMOLITION PLAN ARE APPROXIMATE. ACTUAL QUANTITIES MAY DIFFER DUE TO FIELD CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION, REMOVAL AND RESTORATION WORK.

3.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL NOTED MATERIALS FROM SITE AND DISPOSING OF THEM IN AN APPROVED METHOD.

4.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED PERMITS FOR DEMOLITION AND DISPOSAL. BONDING AND PERMIT FEES SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

5.) ITEMS NOTED FOR REMOVAL SHALL INCLUDE ANY UNDERGROUND COMPONENT INCLUDING, BUT NOT LIMITED TO: FOUNDATION, SLABS, TREE ROOTS, PIPES, WIRES, AND ANY OTHER MATERIAL.

6.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PLUGGING EXISTING UTILITIES. IN THE CASE THAT THE CONTRACTOR IS NOT ABLE TO CUT AND PLUG THE EXISTING UTILITY THEY SHALL BE REQUIRED TO COORDINATE WITH THE EXISTING UTILITY COMPANY. (ALL SERVICES MAY NOT BE SHOWN ON THIS DRAWING).

7.) BACKFILL EXCAVATIONS RESULTING FROM DEMOLITION SHALL MEET REQUIREMENTS PROVIDED BY GEO-TECHNICAL ENGINEER.

8.) THE CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT TO PROVIDE A CLEAN EDGE (MATCH TO EXISTING SAW-CUTS WHEN POSSIBLE).

9.) UPON COMPLETION OF SITE DEMOLITION THE PROPERTY SHALL BE CLEAN, CLEAR, AND DEVOID OF ALL NOTED ITEMS FOR REMOVAL.

10.) THIS IS NOT A CERTIFIED BOUNDARY SURVEY. BOUNDARY OF EXISTING SITE FOR CIVIL DESIGN AND CONSTRUCTION DOCUMENT USE. MISSING MONUMENTS WILL NOT BE RE-SET.

FEMA INFORMATION:

ZONE X FLOODPLAIN - PER FEMA PANEL 19013C0302F EFFECTIVE JULY18, 2011

PROPERTY INFORMATION:

LOT 3 AND THE NE 92 FEET OF LOTS 1 AND 2 IN BLOCK 31 IN THE ORIGINAL PLAT, ON THE WEST SIDE OF THE CEDAR RIVER, IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA , EXCEPT FOR HIGHWAY ROW.

LEGEND

Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
601	600	CONTOUR LINE
E	E	ELECTRIC LINE
X	X	FENCE LINE
FO	FO	FIBER LINE
G	G	GAS LINE
OHU	OHU	OVERHEAD UTILITY LINE
SAN	SAN	SANITARY SEWER LINE
		SILT FENCE LINE
ST	ST	STORM SEWER LINE
T	T	TELEPHONE LINE
TV	TV	TELEVISION LINE
W	W	WATER LINE
		PROPERTY CORNER
		BENCH MARK
		CONIFEROUS TREE
		DECIDUOUS TREE
		GAS MANHOLE
		GAS VALVE
		SANITARY MANHOLE
		SIGN
		STORM INTAKE
		STORM MANHOLE
		TELEPHONE PEDESTAL
		UTILITY POLE
		WATER HYDRANT
		WATER SHUT OFF
		WATER VALVE

REMOVALS LEGEND

- REMOVE PCC SIDEWALK
- REMOVE PCC PAVEMENT
- FULL-DEPTH SAW CUT
- EXISTING PCC PAVEMENT
- CURB AND GUTTER REMOVAL

NORTH

0 10' 20'

IOWA ONE CALL 800 / 292-8989 TOLL FREE

258016

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

5th St TIRE BUILDING ADDITION
500 W. 5th St.
WATERLOO, IA 50701

EXISTING CONDITIONS

2 OF 5

Scale
1"=10'

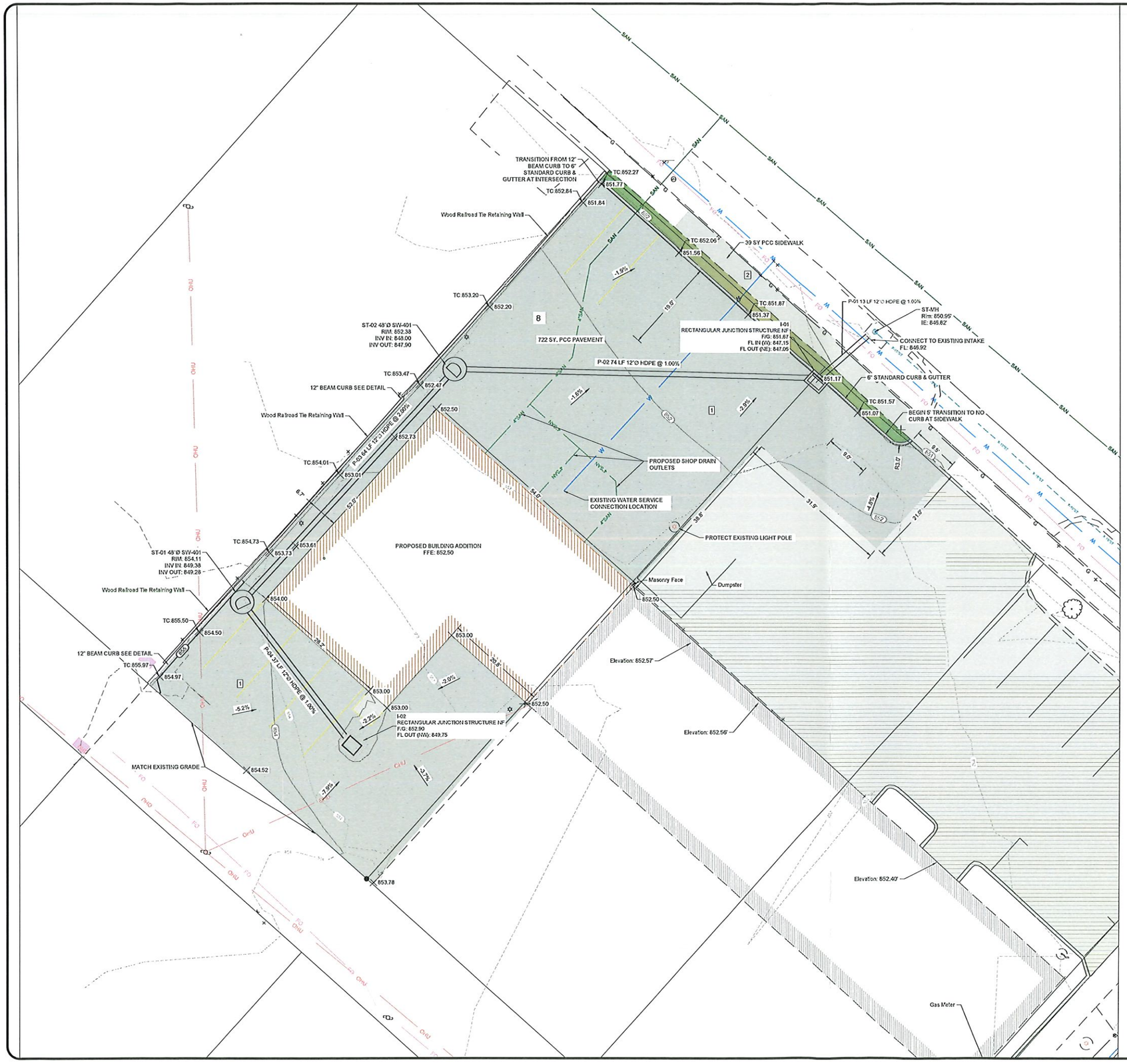
Drawn
PTA

Reviewed
PTA

Date
2025.04.23

Revisions

258016



GENERAL SITE NOTES:

1.) DIMENSIONS AND RADII ARE REFERENCED TO THE BACK OF CURB OR EDGE OF PAVING UNLESS OTHERWISE NOTED.

2.) ALL DIMENSIONS TO BUILDING ARE REFERENCED TO THE OUTSIDE FACE OF STRUCTURE'S FACADE.

3.) BUILDING DIMENSIONS SHOWN ARE FOR REFERENCE PURPOSES ONLY. THE CONTRACTOR SHALL USE THE ARCHITECTURAL AND STRUCTURAL PLAN SET FOR EXACT BUILDING DIMENSIONS.

4.) ALL PROJECT COMPONENTS THAT FALL WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO LOCAL AND/OR STATE SPECIFICATIONS AND REQUIREMENTS.

5.) ALL PROPOSED HANDICAP RAMPS, PARKING AREAS, AND ACCESSIBLE ROUTES SHALL STRICTLY COMPLY WITH CURRENT LOCAL, STATE, AND FEDERAL REGULATIONS, INCLUDING BUT NOT NECESSARILY LIMITED TO THE ADA ACCESSIBILITY GUIDELINES (ADAAG).

6.) ALL ADA ACCESSIBLE ROUTES SHALL HAVE DETECTABLE WARNINGS INSTALLED AS REQUIRED BY THE ADAAG. DETECTABLE WARNINGS SHALL CONSIST OF RAISED TRUNCATED DOMES WITH CONTRAST VISUALLY WITH THE ADJOINING SURFACES.

7.) CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT TO PROVIDE A CLEAN, STRAIGHT JOINT AND ENSURE POSITIVE DRAINAGE.

8.) ALL CONCRETE PAVEMENT SHALL HAVE JOINTS IN ACCORDANCE WITH ACI 330R-08, SECTION 3.7 AND APPENDIX C. CONTRACTION JOINTS SHALL BE 1/4 OF THE SLAB THICKNESS. ISOLATION JOINTS SHALL BE PLACED BETWEEN PAVEMENT AND FOUNDATIONS, INLETS, AND OTHER FIXED STRUCTURES.
CONTRACTION JOINTS SHALL BE TOOL FINISHED AND SPACED AS FOLLOWS:
CURBING: 10'-0" (MAX) SPACING
SIDEWALKS: 5'-0" (MAX) SPACING
VEHICULAR TRAFFIC AREAS: 24 X CONCRETE
PAVEMENT THICKNESS (FEET), 15'-0" (MAX) SPACING.
REFER TO LOCAL SPECIFICATIONS FOR WORK WITHIN PUBLIC RIGHT-OF-WAY.

GENERAL GRADING, EARTHWORK, AND DRAINAGE NOTES:

1.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR STRUCTURAL FILL MATERIALS IF SUITABLE MATERIAL IS NOT AVAILABLE ON SITE. TESTING OF SUITABLE MATERIAL SHALL BE THE CONTRACTOR'S RESPONSIBILITY. DISPOSAL OF ALL EXCESS OR UNSUITABLE MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND AT THEIR EXPENSE.

2.) THE CONTRACTOR SHALL PROVIDE 8" OF TOPSOIL (MINIMUM) IN ALL DISTURBED AREAS THAT ARE NOT TO BE PAVED. FINAL GRADES SHOULD BE SMOOTHLY FINISHED AND ENSURE POSITIVE DRAINAGE. PRIOR TO RE-SPREADING, TOP SOIL SHALL BE SCREENED TO BE FREE OF SUBSOIL, DEBRIS, AND STONES.

3.) WHERE SHEET DRAINAGE FLOWS FROM LANDSCAPED AREAS ONTO PAVED AREAS, THE FINISHED GRADE OF THE LANDSCAPE AREA SHALL BE 1/2 INCH ABOVE THE TOP WHERE SHEET DRAINAGE FLOWS FROM PAVEMENT TO LANDSCAPED AREAS, THE FINISHED GRADE IN THE LANDSCAPE AREA SHALL BE 1/2 INCH BELOW THE PAVEMENT.

4.) ALL SPOT ELEVATIONS INDICATE FINISHED GRADE, UNLESS OTHERWISE NOTE.

5.) PROVIDE POSITIVE DRAINAGE IN ALL AREAS AND AWAY FROM ALL BUILDINGS.

6.) THE CONTRACTOR SHALL DETERMINE EXACT QUANTITIES OF CUT AND/OR FILL FOR ESTIMATING AND CONSTRUCTION. THE CONTRACTOR SHALL ALERT THE ENGINEER OF ANY EXCESSIVE CUT AND /OR FILL DISCOVERED DURING EARTHWORK OPERATIONS.

7.) THE CONTRACTOR SHALL ADJUST TOPS OF ALL STRUCTURES TO MATCH FINAL GRADE AS NEEDED.

8.) THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL SAFETY REQUIREMENTS ON-SITE, AS WELL AS THE PROTECTION OF ALL UTILITIES AND/OR STRUCTURES DURING EARTHWORK GRADING PROCEDURES.

SITE KEYNOTES:

[1] 6" PCC PAVEMENT SECTION
-REFER TO DETAIL ON SHEET 5 OF 6

[2] 4" PCC SIDEWALK SECTION
-REFER TO DETAIL ON SHEET 5 OF 6

HATCH LEGEND

- PRO. PCC PAVEMENT
- PRO. SIDEWALK REPLACEMENT
- EXISTING PCC PAVEMENT
- SEED AND MULCH

LEGEND

Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
		CONTOUR LINE
		ELECTRIC LINE
		FENCE LINE
		FIBER LINE
		GAS LINE
		OVERHEAD UTILITY LINE
		SANITARY SEWER LINE
		SILT FENCE LINE
		STORM SEWER LINE
		TELEPHONE LINE
		TELEVISION LINE
		WATER LINE
		PROPERTY CORNER
		BENCH MARK
		CONIFEROUS TREE
		DECIDUOUS TREE
		GAS MANHOLE
		GAS VALVE
		SANITARY MANHOLE
		SIGN
		STORM INTAKE
		STORM MANHOLE
		TELEPHONE PEDESTAL
		UTILITY POLE
		WATER HYDRANT
		WATER SHUT OFF
		WATER VALVE

NORTH
0 10' 20'

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TOLL FREE
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258016

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

5th St TIRE BUILDING ADDITION
500 W. 5th St.
WATERLOO, IA 50701

SITE PLAN

3 OF 5

Scale
1" = 10'

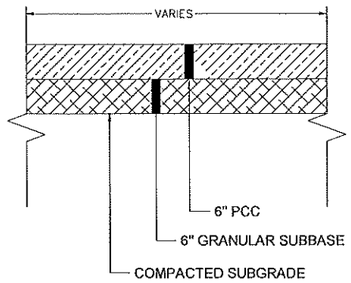
Drawn
PTA

Reviewed
PTA

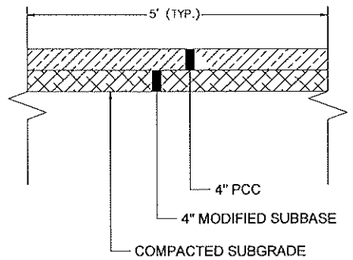
Date
2025.04.23

Revisions

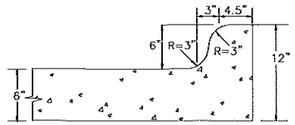
258016



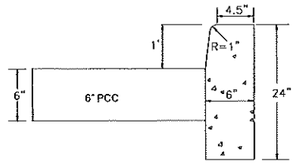
1/6 PARKING LOT SECTION
SCALE - NTS



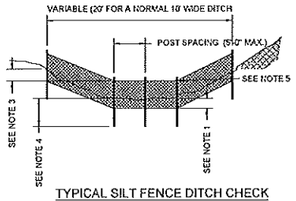
2/6 SIDEWALK SECTION
SCALE - NTS



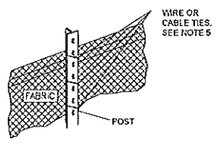
3/6 INTEGRAL 6" STANDARD CURB
SCALE - NTS



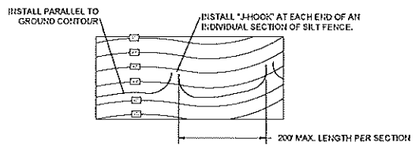
4/6 12" BEAM CURB
SCALE - NTS



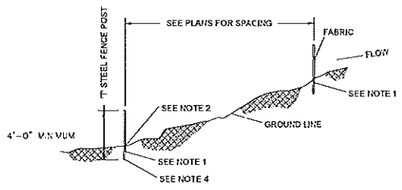
TYPICAL SILT FENCE DITCH CHECK



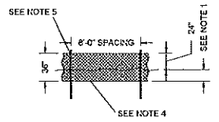
ATTACHMENT TO POST



TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES
PLAN VIEW



TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES
PROFILE VIEW



DETAILS OF SILT FENCE ON LONGITUDINAL SLOPES
REDUCE POST SPACING TO 6'-0" AT WATER CONCENTRATION AREAS, OR AS REQUIRED TO ADEQUATELY SUPPORT FENCE.

GENERAL NOTES:
INSTALL SILT FENCE ACCORDING TO IDOT STANDARD ROAD PLANS RC-16 & RC-17 AND AT THE LOCATIONS SHOWN IN THE CONTRACT DOCUMENTS OR AS DIRECTED BY THE ENGINEER.

1. INSERT 12IN. OF FABRIC A MINIMUM OF 8IN. DEEP (FABRIC MAY BE FOLDED BELOW THE GROUND LINE)

2. COMPACT GROUND BY DRIVING ALONG EACH SIDE OF THE SILT FENCE AS REQUIRED TO SUFFICIENTLY SECURE THE FABRIC IN THE TRENCH TO PREVENT PULLOUT AND FLOW UNDER THE FENCE.

3. IN DITCHES, EXTEND SILT FENCE UP SIDE SLOPE SO THE BOTTOM ELEVATION AT THE END OF THE FENCE IS A MINIMUM OF 2IN. HIGHER THAN THE TOP OF THE FENCE IN THE LOW POINT OF THE DITCH.

4. STEEL POSTS ARE TO BE EMBEDDED 20IN.

5. SECURE TOP OF ENGINEERING FABRIC TO STEEL POSTS USING WIRE OR PLASTIC TIES (50LB MIN.).

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

5th St TIRE BUILDING ADDITION
500 W. 5TH STREET
WATERLOO, IOWA 50701

SITE DETAILS

4 OF 5

Scale
NTS

Drawn
SJL

Reviewed
PTA

Date
2025.04.23

Revisions

258016

EROSION CONTROL NOTES:

1.) THE SWPPP PLAN IS CONSIDERED TO BE A LIVE DOCUMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION ON THE PROJECT SITE, INSTALLING, AND UPDATING LOCATION ON THIS PLAN OF THE THE FOLLOWING ITEMS:
- SPILL KIT
- STABILIZED CONSTRUCTION ENTRANCE
- CONSTRUCTION MATERIALS AND EQUIPMENT STORAGE AREA
- SOIL AND TOPSOIL STOCKPILE AREA
- PORTABLE TOILETS- SHALL BE STAKED DOWN
- WASTE DISPOSAL AREA
- CONCRETE WASHOUT AREA

2.) EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED, MAINTAINED, AND REMOVED IN ACCORDANCE WITH SUDAS SECTION 9040 AND THE FOLLOWING FIGURES:
- COMPOST BLANKET: FIGURE 9040.101
- FILTER BERM AND FILTER SOCK: FIGURE 9040.102
- WATTLE FIGURE 9040.105
- SILT FENCE: FIGURE 9040.119 AND IDOT EC-201
- STABILIZED CONSTRUCTION ENTRANCE: FIGURE 9040.120
- INTAKE PROTECTION: IDOT STANDARD ROAD PLAN EC-204

3.) PRE-CONSTRUCTION STAGE SWPPP MANAGEMENT CONTROLS SHALL REMAIN THROUGH PROJECT COMPLETION.

4.) IN THE EVENT OF AN INFILTRATION BASIN ON SITE, THE BASIN SHALL NOT BE USED FOR SEDIMENTATION PURPOSES DURING CONSTRUCTION.

5.) REFER TO GRADING PLAN FOR PERMANENT DRAINAGE FEATURES ON SITE.

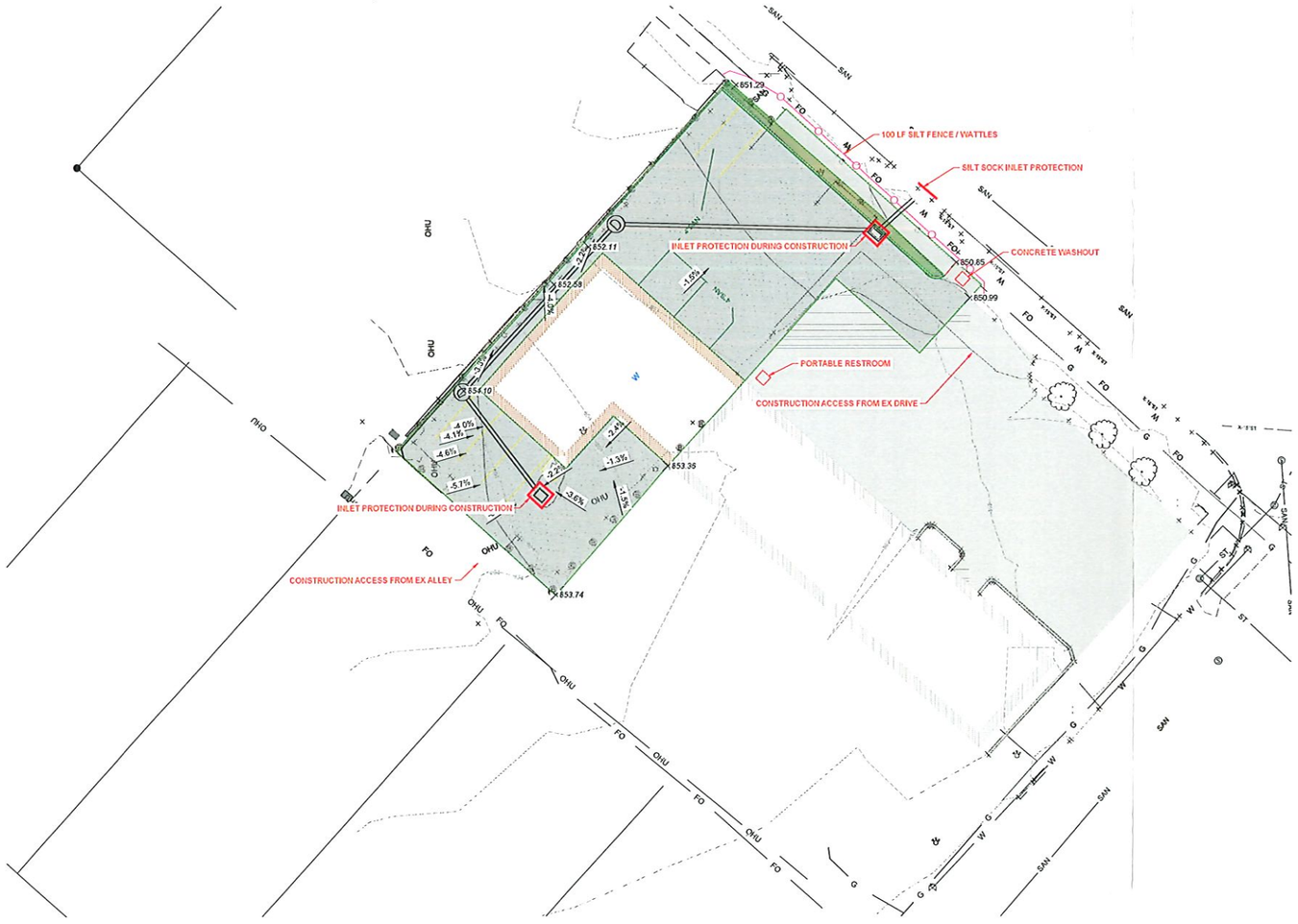
6.) ALL SLOPES 4:1 AND STEEPER ARE REQUIRED TO USE SEED MATTING OR OTHER APPROVED METHODS (REFER TO SUDAS SECTION 9040 FOR THE APPROPRIATE APPLICATION).

7.) EMPLOYEE PARKING AND CONSTRUCTION STAGING AREAS SHALL BE STABILIZED DURING CONSTRUCTION (ROCK OR OTHER OWNER APPROVED METHOD).

8.) SITE STABILIZATION: DISTURBED AREAS THAT HAVE CEASED TEMPORARILY OR PERMANENTLY (WHERE WORK WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS) SHALL BE STABILIZED IMMEDIATELY. ONCE WORK IS COMPLETED THE AREA SHALL RECEIVE FINAL STABILIZATION.

9.) CONCRETE WASHOUT AND OTHER NON-STORM RELATED WASTE WATER SHALL BE COLLECTED AND DISPOSED OF PROPERLY.

10.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXCESS MATERIALS FROM THE SITE AND DISPOSING OF THEM IN AN APPROVED MANNER AT THEIR EXPENSE.



CONSTRUCTION SEQUENCE:

1.) INSTALL SILT FENCE AND EXISTING INTAKE PROTECTION.

2.) INITIAL DEMOLITION.

3.) INSTALL FRANCHISE UTILITIES (GAS, ELECTRIC, TELEPHONE, CABLE TV, ETC.)

4.) FINAL GRADE SITE.

5.) INSTALL PAVEMENT, CURB, AND OTHER HARDSCAPES.

6.) ESTABLISH PERMANENT VEGETATION IN ALL DISTURBED AREAS.

7.) REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES.

GENERAL SWPPP NOTES:

1.) EROSION AND SEDIMENT CONTROL PRACTICES SHALL CONFORM TO THE STANDARDS SET FORTH BY LOCAL, STATE, AND FEDERAL AUTHORITIES.

2.) THE SOIL EROSION CONTROLS SHALL BE INSPECTED WEEKLY AND WITHIN 24 HOURS OF ANY 0.25 INCH (OR GREATER) RAIN EVENT. A WRITTEN LOG OF THESE INSPECTIONS AND IMPROVEMENTS TO SITE CONTROLS SHALL BE KEPT ON-SITE. THESE LOGS SHALL INCLUDE THE DATE OF INSPECTION, NAME OF INSPECTOR, OBSERVED WEATHER CONDITIONS, CORRECTIVE ACTIONS TAKE TO CORRECT EXISTING PROBLEMS AND THE DATE THAT THE ACTIONS TOOK PLACE.

3.) TEMPORARY SOIL STABILIZATION SHALL OCCUR IMMEDIATELY AFTER ROUGH GRADING IF THE AREA IS TO REMAIN IDLE LONGER THAT 14 DAYS. ANY DISTURBED AREA THAT WILL NOT BE WORKED ON WITHIN THE NEXT 14 DAYS MUST BE SEEDED AND MULCHED.

4.) SITE CLEANUP WILL BE DONE IN A MANNER THAT ENSURES THAT EROSION CONTROL MEASURED ARE NOT DISTURBED.

5.) CONSTRUCTION ACTIVITIES SHALL BE SCHEDULED TO REDUCE THE AMOUNT OF DISTURBED AREA AT ANY POINT IN TIME. OPERATIONS SHALL BE SCHEDULED AND PERFORMED ENSURING THAT PREVENTATIVE SOIL EROSION CONTROL MEASURES ARE IN PLACE PRIOR TO EXCAVATION IN CRITICAL AREAS. OPERATIONS SHALL BE SCHEDULED AND PERFORMED TO ENSURE TEMPORARY STABILIZATION MEASURES ARE IN PLACE IMMEDIATELY FOLLOWING BACKFILLING OPERATIONS. CONTRACTOR SHALL REDUCE EFFECTS OF STORM WATER BY USING BEST MANAGEMENT PRACTICES LAID OUT IN SUDAS SECTION 9040.

6.) TRENCHES FOR UNDERGROUND UTILITY LINES AND PIPES SHALL BE TEMPORARILY STABILIZED WITHIN 7 DAYS IF THEY ARE TO REMAIN INACTIVE FOR 14 DAYS. TRENCH DE-WATERING DEVICES SHALL DISCHARGE IN A MANNER THAT FILTERS SOIL-LADEN WATER BEFORE DISCHARGING IT TO A RECEIVING DRAINAGE DITCH OR POND. IF SEEDING, MULCHING OR OTHER EROSION AND SEDIMENT CONTROL MEASURES WERE PREVIOUSLY INSTALLED; THESE PROTECTIVE MEASURES SHALL BE REINSTALLED. PIPELINES WITH JOINTS THAT ALLOW A MANUFACTURED LENGTH OF PIPE TO BE PLACED IN THE TRENCH WITH THE PIPE JOINT ASSEMBLED/MADE IN THE TRENCH REQUIRE AN OPEN PIPELINE TRENCH THAT IS ONLY SLIGHTLY LONGER THAN THE LENGTH OF THE PIPE BEING INSTALLED. THE TOTAL LENGTH OF EXCAVATED TRENCH OPEN AT ANY TIME SHOULD NOT BE GREATER THAN THE TOTAL LENGTH OF PIPELINE/UTILITY THAT CAN BE PLACED IN THE TRENCH AND BACKFILLED IN ONE WORKING DAY. NO MORE THAN 50 LINEAR FEET OF OPEN TRENCH SHOULD EXIST WHEN PIPELINE/UTILITY LINE INSTALLATION CEASES AT THE END OF THE WORK DAY.

7.) WHEN USING CONSTRUCTION EQUIPMENT PRECAUTIONS SHALL BE TAKEN TO ENSURE THAT THEY ARE NOT PROMOTING SOIL EROSION.

8.) SILT FENCE SHALL BE A MINIMUM 2 FEET FROM THE PROPERTY LINE IN ARES WHERE WORK IS NEAR ADJACENT PROPERTIES.

9.) ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY AFTER FINAL GRADING. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT STABILIZATION IS COMPLETED, AT WHICH POINT TEMPORARY MEASURES SHALL BE REMOVED. PERMANENT VEGETATION IS A GROUND COVER THAT IS DENSE ENOUGH TO COVER 80% OF THE SOIL SURFACE AND MATURE ENOUGH TO SURVIVE WINTER WEATHER CONDITIONS.

10.) THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING A PERMANENT ON-SITE BENCHMARK PRIOR TO CLEARING, GRUBBING, AND/OR DEMOLITION ACTIVITIES.

11.) NO SOLID OR LIQUID WASTE SHALL BE DISCHARGED INTO THE STORM-WATER RUNOFF.

12.) SOLID, SANITARY, AND TOXIC WASH SHALL BE DISPOSED OF IN A PROPER MANNER IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS. BURNING, BURYING, POURING ONTO GROUND, OR INTO STORM SEWER ARE ALL PROHIBITED ACTIONS. ITEMS INCLUDE, BUT ARE NOT LIMITED TO SOLVENTS, PAINTS, STAINS, GASOLINE, DIESEL FUEL, USED MOTOR OIL, HYDRAULIC FLUID, ANTIFREEZE, CEMENT CURING COMPOUNDS AND OTHER SUCH TOXIC OR HAZARDOUS WASTE.

13.) WASH OUT OF READY-MIX CONCRETE TRUCKS SHOULD OCCUR IN THE DESIGNATED AREA WHERE THE WASHING CAN COLLECT AND BE DISPOSED OF PROPERLY WHEN IT HARDENS.

14.) THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) AS REQUIRED BY THE IOWA DNR.

LEGEND

Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
100	100	CONTOUR LINE
E	E	ELECTRIC LINE
X	X	FENCE LINE
FO	FO	FIBER LINE
G	G	GAS LINE
OHU	OHU	OVERHEAD UTILITY LINE
SAN	SAN	SANITARY SEWER LINE
		SILT FENCE LINE
ST	ST	STORM SEWER LINE
T	T	TELEPHONE LINE
TV	TV	TELEVISION LINE
W	W	WATER LINE
		PROPERTY CORNER
		BENCH MARK
		CONIFEROUS TREE
		DECIDUOUS TREE
		GAS MANHOLE
		GAS VALVE
		SANITARY MANHOLE
		SIGN
		STORM INTAKE
		STORM MANHOLE
		TELEPHONE PEDESTAL
		UTILITY POLE
		WATER HYDRANT
		WATER SHUT OFF
		WATER VALVE

LEGEND

- PCC PAVEMENT
- GRAVEL PARKING LOT
- SEED AND MULCH (OR CITY APPROVED EQUAL)
- INLET PROTECTION
- SILT FENCE/STRAW WATTLE
- 3" COMPOST BLANKET

NORTH

0 20 40

258016

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

5th ST TIRE BUILDING ADDITION
500 W. 5TH STREET
WATERLOO, IOWA 50701

EROSION CONTROL PLAN

5 OF 5

Scale
1"=10'

Drawn
SJL

Reviewed
PTA

Date
2025.04.23

Revisions

258016

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Resolution granting a variance to the requirements of the Subdivision Ordinance in Section 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the final plat of University Plat No. 1, a 2-lot commercial subdivision in the “B-P” Business Park District located north of University Avenue and east of Black Hawk Creek, to allow approval of the Plat of Survey that does not meet all requirements for a preliminary and final plat.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Resolution granting a variance to the requirements of the Subdivision Ordinance in Section 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the final plat of University Plat No. 1, a 2-lot commercial subdivision in the “B-P” Business Park District located north of University Avenue and east of Black Hawk Creek, to allow approval of the Plat of Survey that does not meet all requirements for a preliminary and final plat, but given the minor nature of the plat the additional information would not appear to be needed. It would appear that many of the items missing on the plat are not needed, as there will be no new infrastructure as part of this plat.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	March 2, 2026

AGENDA ITEM TITLE

Resolution approving the request by the City of Waterloo for the final plat of University Plat No. 1, a 2-lot commercial subdivision in the “B-P” Business Park District located north of University Avenue and east of Black Hawk Creek.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Plat includes Legal Description, Property Lines: Dimensions, Date, Adjoining Subdivisions, Deed of Dedication, Engineers Certificate of Survey, and the lot sequence is proper. All needed materials have been submitted and the Engineering Department has signed off on the approval of the plat therefore, it is ready to be submitted to the City Council for approval.

The City of Waterloo is requesting the Final Plat of University Plat No. 1, a two-lot commercial subdivision. A majority of the plat is zoned “B-P” Business Park District, with a portion zoned “M-1” Light Industrial District, which is in the process of being rezoned “B-P” to match the rest of the property.
The plat will need a variance at City Council since a Preliminary Plat was not submitted previously; however, as the items normally addressed by the Preliminary Plat had been previously been completed, and given the minor nature of the plat, creating 2 lots along an existing road to be served by existing infrastructure, the additional information would not appear to needed.

NEIGHBORHOOD IMPACT

This plat would not appear to have an impact on the surrounding area.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

The item was recommended for approval at the February 10, 2026 Planning, Programming, and Zoning Commission meeting 6-0.

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

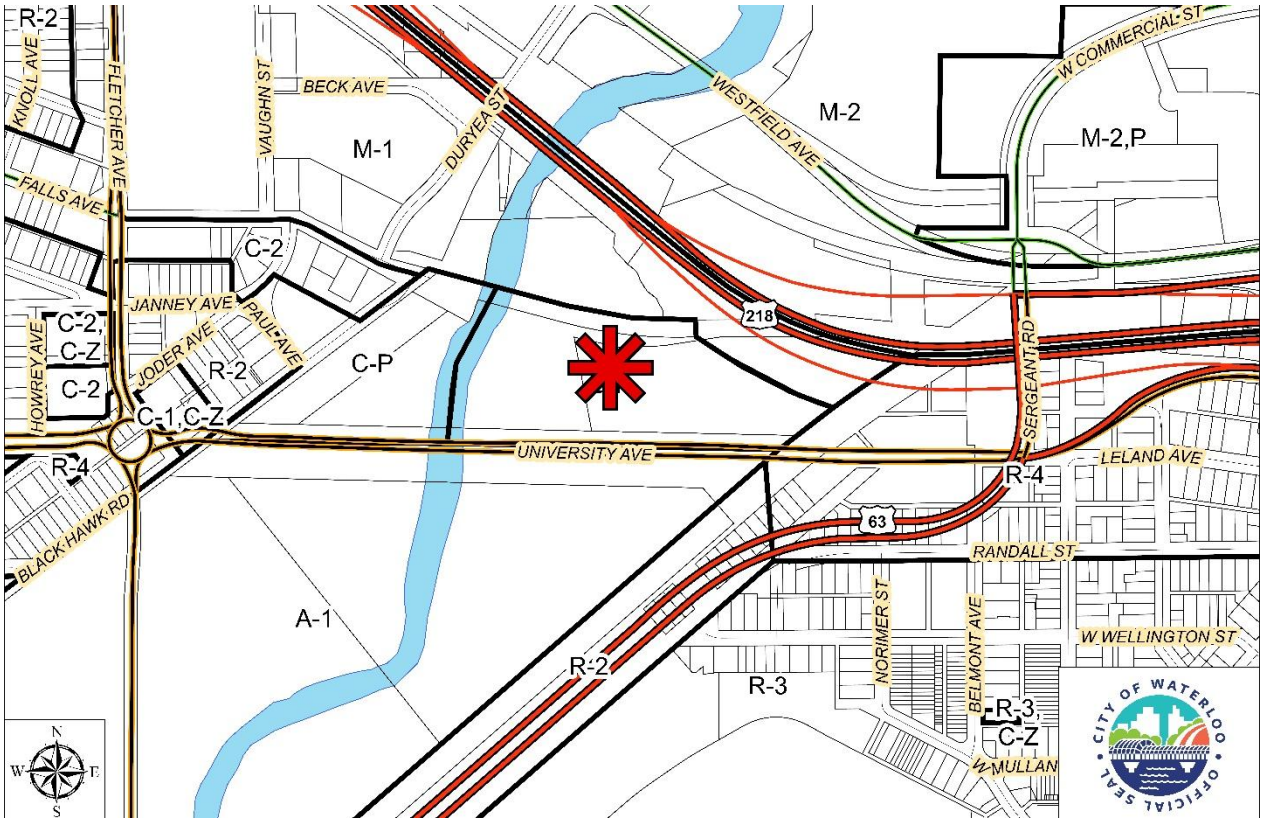
Part of Lots 1, 2, 3, 4, and 5 in Block 1 and part of Block 3 in Power House Addition and part of Lot 45 of Auditor Rainbow's West Side Plat and Part of the North 1/2 of the Northeast 1 /4 of Section 27, Township 89 North, Range 13 West of the 5th P.M. and part of vacated Transit Street and part of vacated Waterloo and Cedar Falls Road and part of vacated Falls Avenue, all in the City of Waterloo, County of Black Hawk, State of Iowa.

ATTACHMENTS

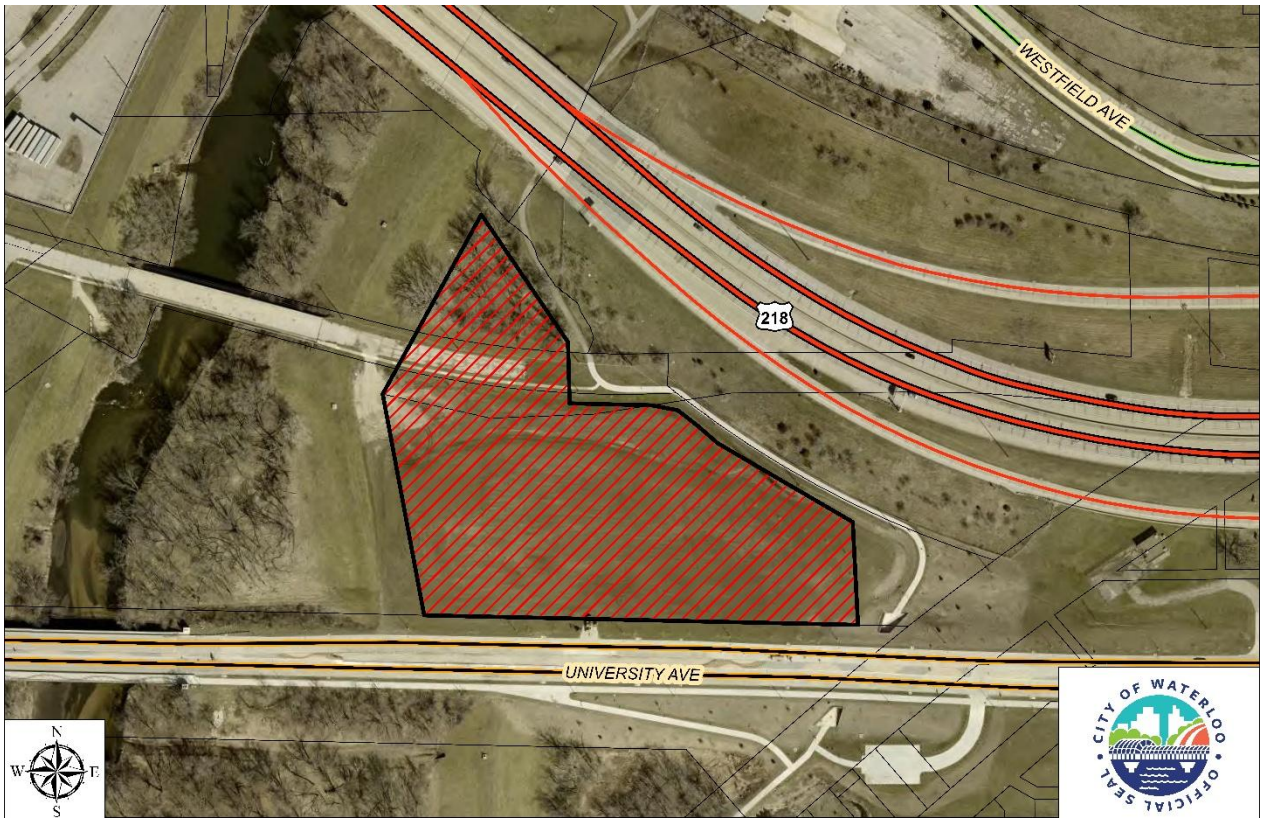
1. Staff Report - University Plat
2. Plat
3. Deed of Dedication
4. Certificate of Survey

CITY OF WATERLOO
Planning & Zoning

TO:	Planning, Programming, and Zoning Commission
PREPARER:	John Dornoff, Planner II
PZ MEETING DATE:	February 10, 2026
REQUEST:	Preliminary Plat of University Plat No. 1, a 2 lot commercial subdivision in the “B-P Business Park District.
APPLICANT:	City of Waterloo
LOCATION:	North of University Avenue and east of Black Hawk Creek.



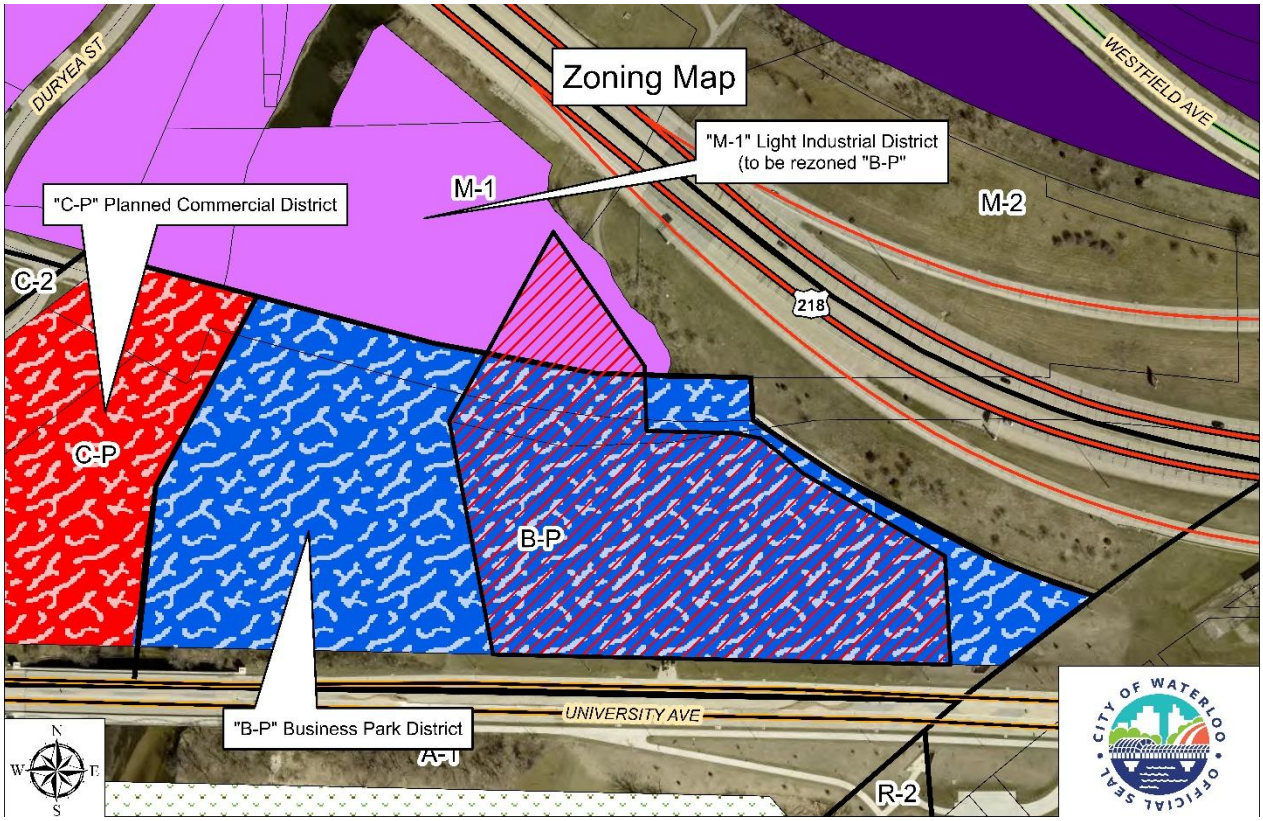
SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request for the preliminary plat does not appear to have a negative impact on the surrounding area.



VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed preliminary plat 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 “B-P” Business Park District having been rezoned from “M-1” Light Industrial District by Ordinance 5591 passed by the City Council on March 15, 2021 and “M-1” Light Industrial District since the adoption of the Zoning Ordinance in 1969 which is being proposed to be rezoned “B-P” in a separate request. 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** – University Avenue and vacant land zoned “A-1” Agricultural District.

East – Vacant land & US Highway 218 zoned “M-1” Light Industrial District and “R-4” Multiple Residence 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 located within the area of the proposed plat.
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.

Picture 1: Looking west along University Avenue at the area to be platted.

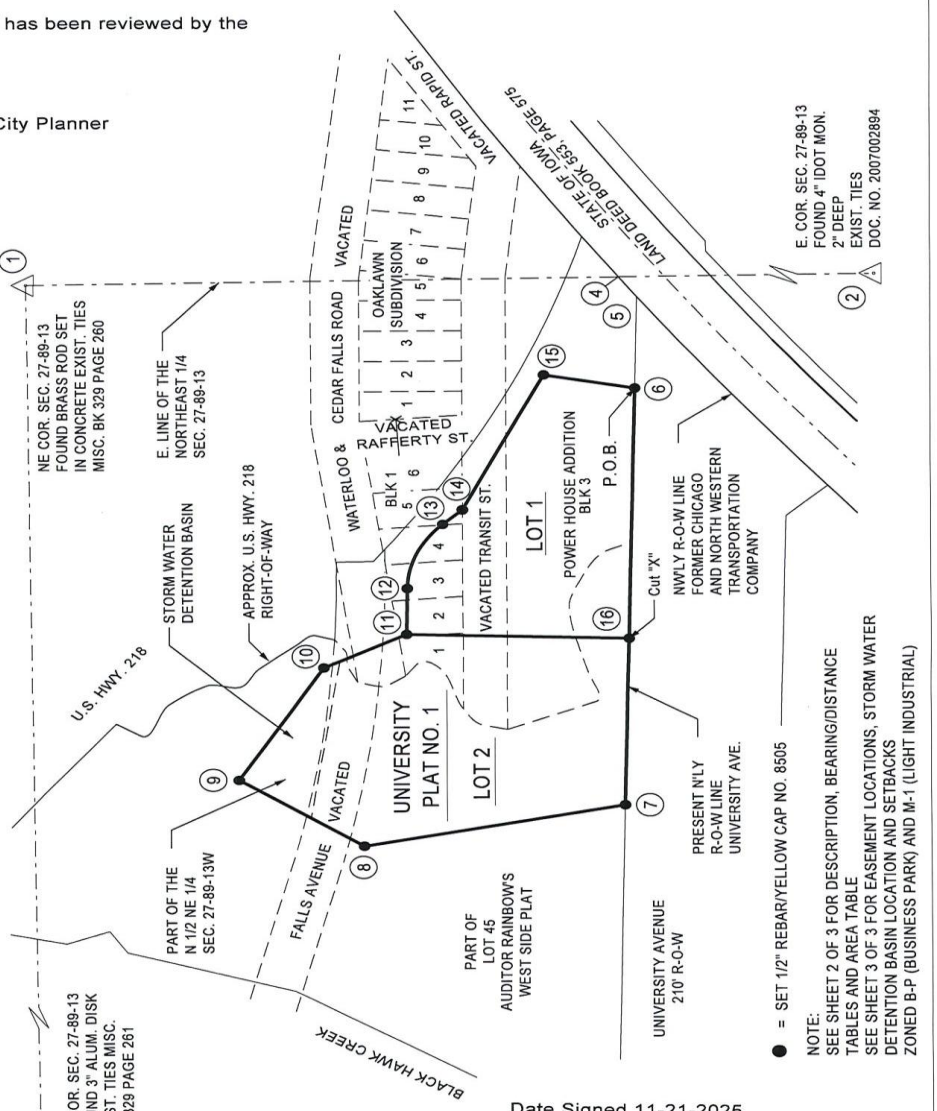
Picture 2: Looking west along University Avenue at the area to be platted.

Index Legend	
Location:	Part of Power House Addition and Part of Auditor Rainbow's West Side Plat and Part of the North 1/2 of Sec. 27-89-13, all in the City of Waterloo, County of Black Hawk, State of Iowa
Requestor:	City of Waterloo, Iowa 715 Mulberry Street, Waterloo, Iowa, 50703
Proprietor:	City of Waterloo, Iowa
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

The Plat of Subdivision has been reviewed by the City of Waterloo, Iowa.

Signature of Waterloo City Planner

UNIVERSITY PLAT NO. 1
PART OF LOTS 1, 2, 3, 4, AND 5 IN BLOCK 1 AND PART OF BLOCK 3 ALL IN POWER HOUSE ADDITION AND PART OF LOT 45 OF AUDITOR RAINBOW'S WEST SIDE PLAT AND PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M. AND PART OF VACATED TRANSIT STREET AND PART OF VACATED WATERLOO AND CEDAR FALLS ROAD AND PART OF VACATED FALLS AVENUE, ALL IN THE CITY OF WATERLOO, COUNTY OF BLACK HAWK, STATE OF IOWA



Date Signed 11-21-2025

LICENSED LAND SURVEYOR MICHAEL R. FAGLE 8505 IOWA

I hereby certify that this Land Surveying document was prepared 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.

MICHAEL R. FAGLE 11-21-2025
Date

License number 8505

My license renewal date is December 31,2026

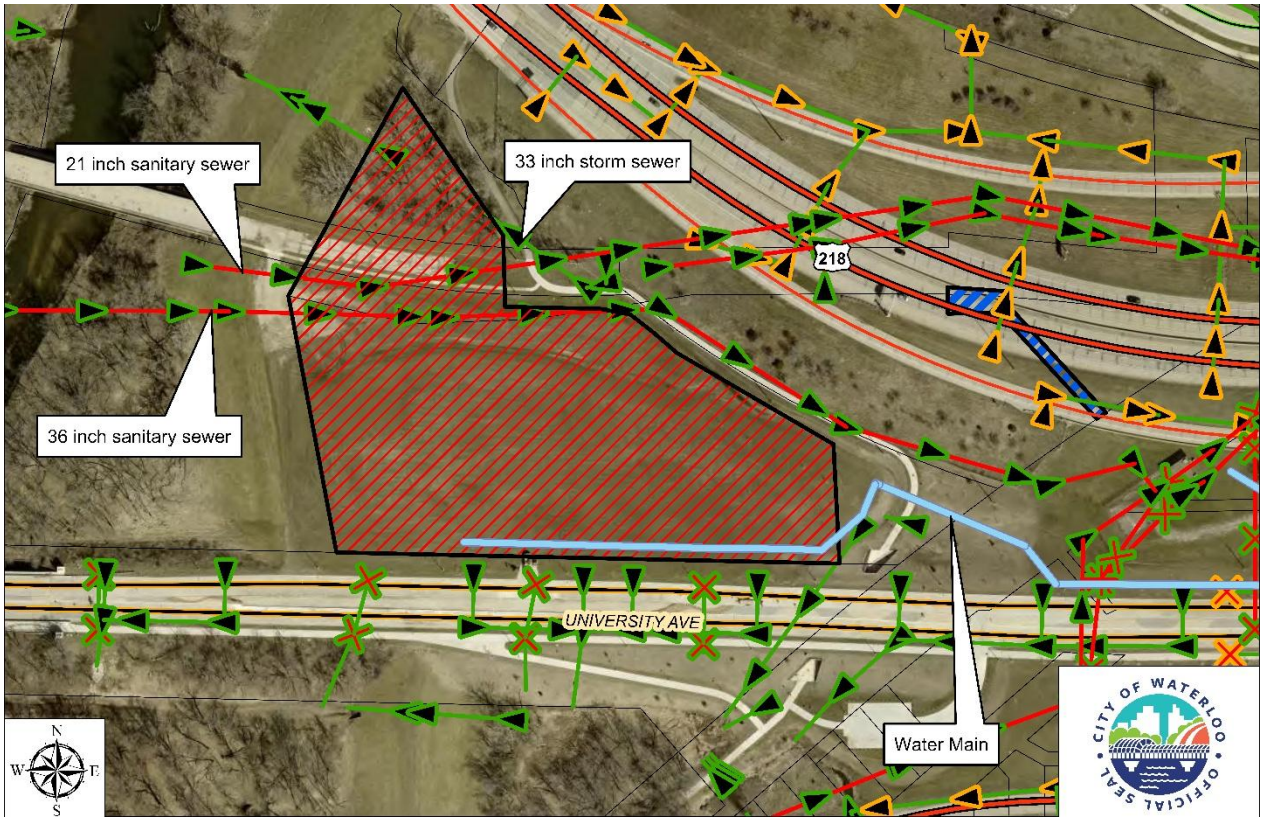
Pages or sheets covered by this seal:

Sheets 1, 2, and 3 of 3

AECOM

Sheet 1 of 3

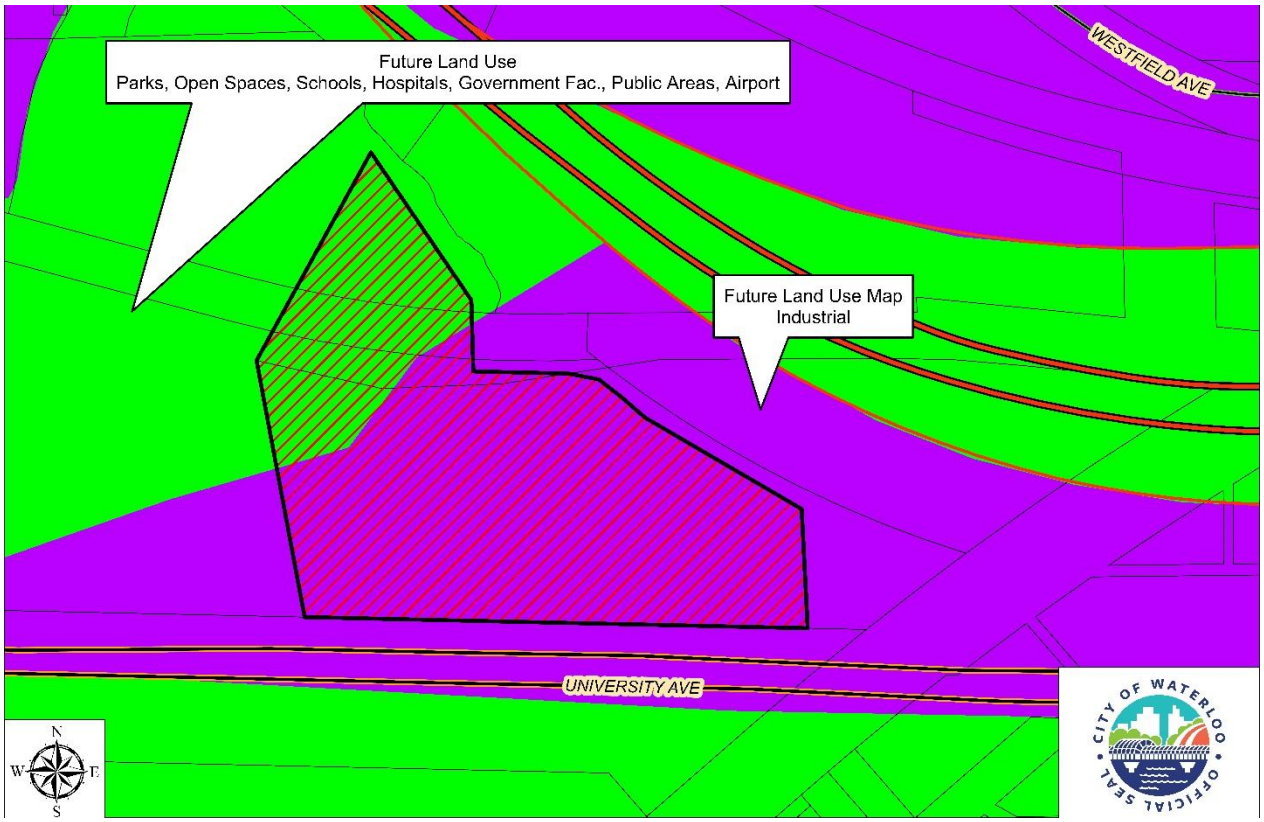
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is a 33-inch storm sewer, 21 & 36 inch sanitary sewers located in the area to be platted. There are overhead utility lines located along the north side of vacated Falls Avenue.



STAFF ANALYSIS – ZONING ORDINANCE	The plat meets all requirements of the Zoning Ordinance.
STAFF ANALYSIS – SUBDIVISION ORDINANCE	The Plat includes Legal Description, Property Lines: Dimensions, Date, Adjoining Subdivisions, Deed of Dedication, Engineers Certificate of Survey, and the lot sequence is proper. All needed materials have been submitted and the Engineering Department has signed off on the approval of the plat therefore, it is ready to be submitted to the City Council for approval.
STAFF ANALYSIS – SITE ANALYSIS:	The City of Waterloo is requesting the Final Plat of University Plat No. 1, a two-lot commercial subdivision. A majority of the plat is zoned “B-P” Business Park District, with a portion zoned “M-1” Light Industrial District, which is in the process of being rezoned “B-P” to match the rest of the property. The plat will need a variance at City Council since a Preliminary Plat was not submitted previously; however, as the items normally addressed by the Preliminary Plat had been previously been completed, and given the minor nature of the plat, creating 2 lots along an existing road to be served by

existing infrastructure, the additional information would not appear to needed.

TECH REVIEW AND UPDATES:	There were no comments at Tech Review.
PLANNING, PROGRAMMING AND ZONING COMMISSION:	The Planning, Programming, and Zoning Commission voted 6-0 to recommend approval of the plat.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as *Industrial.* The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.

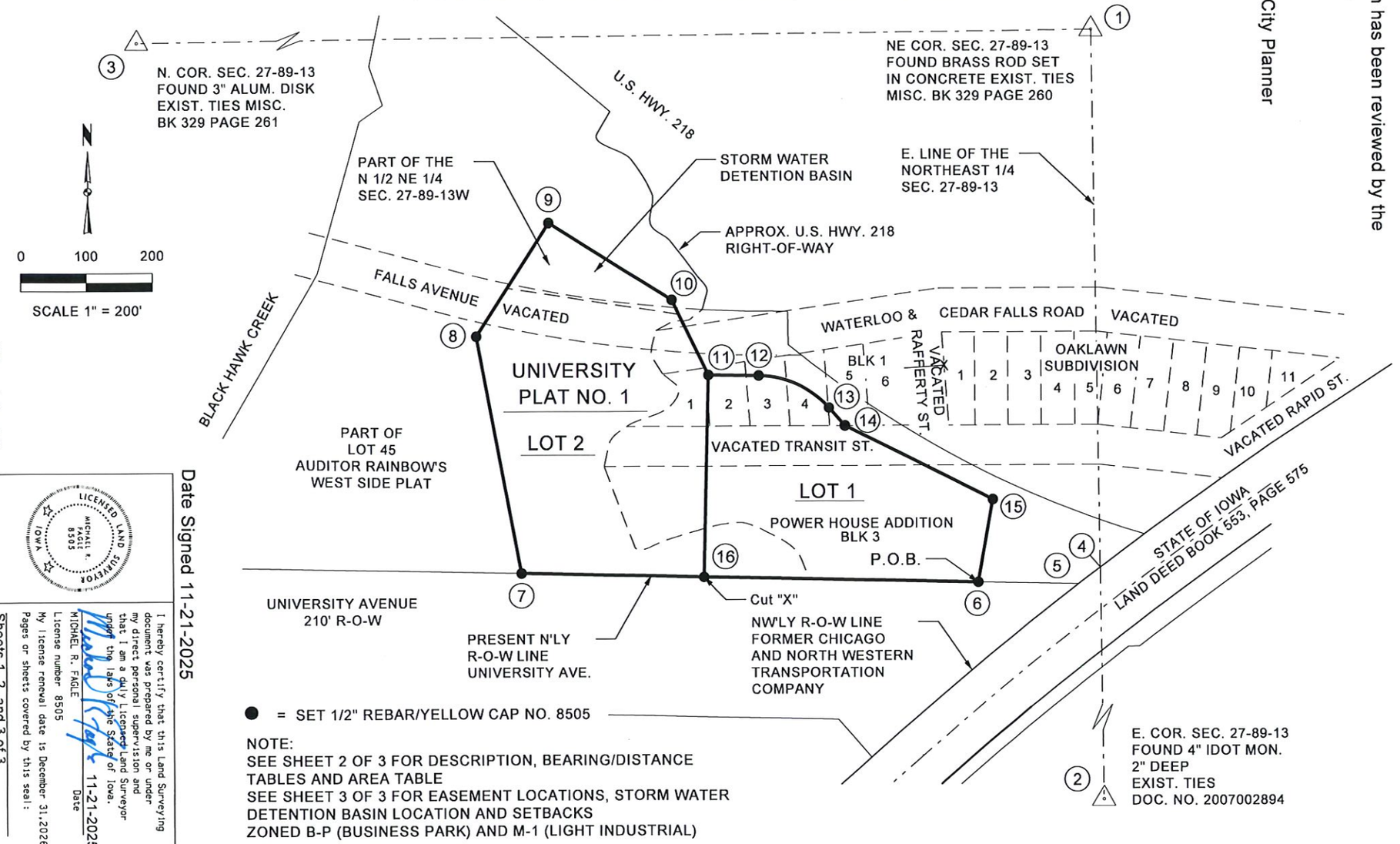


STAFF RECOMMENDATION:	Therefore, staff recommends that the request by the City of Waterloo for the Final Plat of University Plat No. 1, a 2-lot commercial subdivision in the “B-P” Business Park District located north of University Avenue and east of Black Hawk Creek, be approved for the following reasons: 1. The plat would not appear to have a negative impact to the area. 2. The request is in conformance with the Comprehensive Plan and Future Land Use Map for the area.

3. The plat is in accordance with the intent of the Subdivision Ordinance and can be served by existing utilities.

UNIVERSITY PLAT NO. 1
PART OF LOTS 1, 2, 3, 4, AND 5 IN BLOCK 1 AND PART OF BLOCK 3 ALL IN POWER HOUSE ADDITION AND PART OF LOT 45 OF AUDITOR RAINBOW'S WEST SIDE PLAT AND PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M. AND PART OF VACATED TRANSIT STREET AND PART OF VACATED WATERLOO AND CEDAR FALLS ROAD AND PART OF VACATED FALLS AVENUE, ALL IN THE CITY OF WATERLOO, COUNTY OF BLACK HAWK, STATE OF IOWA

AECOM



● = SET 1/2" REBAR/YELLOW CAP NO. 8505

NOTE:
SEE SHEET 2 OF 3 FOR DESCRIPTION, BEARING/DISTANCE TABLES AND AREA TABLE
SEE SHEET 3 OF 3 FOR EASEMENT LOCATIONS, STORM WATER DETENTION BASIN LOCATION AND SETBACKS
ZONED B-P (BUSINESS PARK) AND M-1 (LIGHT INDUSTRIAL)

The Plat of Subdivision has been reviewed by the City of Waterloo, Iowa.

Signature of Waterloo City Planner

Date Signed 11-21-2025

LICENSED LAND SURVEYOR
MICHAEL R. FAGLE
8505
IOWA

I hereby certify that this Land Surveying document was prepared 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.

MICHAEL R. FAGLE
License number 8505
My license renewal date is December 31, 2026
Pages or sheets covered by this seal:
Sheets 1, 2, and 3 of 3

11-21-2025
Date

Index Legend	
Location:	Part of Power House Addition and Part of Auditor Rainbow's West Side Plat and Part of the North 1/2 of Sec. 27-89-13, all in the City of Waterloo, County of Black Hawk, State of Iowa
Requestor:	City of Waterloo, Iowa 715 Mulberry Street, Waterloo, Iowa, 50703
Proprietor:	City of Waterloo, Iowa
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

Sheet 1 of 3

UNIVERSITY PLAT NO. 1
PART OF LOTS 1, 2, 3, 4, AND 5 IN BLOCK 1 AND PART OF BLOCK 3 ALL IN POWER HOUSE ADDITION AND PART OF LOT 45 OF AUDITOR RAINBOW'S WEST SIDE PLAT AND PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M. AND PART OF VACATED TRANSIT STREET AND PART OF VACATED WATERLOO AND CEDAR FALLS ROAD AND PART OF VACATED FALLS AVENUE, ALL IN THE CITY OF WATERLOO, COUNTY OF BLACK HAWK, STATE OF IOWA

Description: Boundary of University Plat No. 1

Part of Lots 1, 2, 3, 4, and 5 in Block 1 and part of Block 3 all in Power House Addition and part of Lot 45 of Auditor Rainbow's West Side Plat and part of the North 1/2 of the Northeast 1/4 of Section 27, Township 89 North, Range 13 West of the 5th P.M. and part of vacated Transit Street and part of vacated Waterloo and Cedar Falls Road and part of vacated Falls Avenue, all in the City of Waterloo, County of Black Hawk, State of Iowa more particularly described as follows.

Commencing at the Northeast corner of said Section 27; thence South 00°47'00" East (assumed bearing for the purpose of this description) along the East line of the Northeast 1/4 of said Section 27, a distance of 809.03 feet to the northwesterly right-of-way line of the former Chicago and North Western Transportation Company, being a non-tangent curve concave Southeasterly and having a 5872.93-foot (5766.4-foot record) radius and a 41.03-foot long chord bearing South 52°30'48" West; thence southwesterly along the northwesterly right-of-way line of the former Chicago and North Western Transportation Company and said curve, 41.03 feet to the present northerly right-of-way line of University Avenue; thence North 88°46'10" West along the present northerly right-of-way line of University Avenue, 150.73 feet to the Point of Beginning; thence continuing North 88°46'10" West along the present northerly right-of-way line of University Avenue, 690.48 feet; thence North 10°36'36" West, 362.36 feet thence North 32°51'42" East, 203.29 feet; thence South 57°56'13" East, 218.78 feet; thence South 25°47'18" East, 125.57 feet; thence South 88°59'39" East, 75.48 feet to the beginning of a tangent curve concave southwesterly and having a 145.00-foot radius and a 116.35-foot long chord bearing South 65°20'25" East; thence along said curve, 119.72 feet; thence South 41°41'10" East; 35.99 feet; thence South 63°34'07" East, 250.17 feet; thence South 10°14'00" West, 126.45 feet to the Point of Beginning.

Containing 241,945 Square Feet or 5.55 Acres.

BEARING / DISTANCE BOUNDARY UNIVERSITY PLAT NO. 1				
1	TO	2	S 00 ° 47 ' 00 " E	2665.15'
1	TO	3	S 89 ° 21 ' 51 " W	2645.72'
1	TO	4	S 00 ° 47 ' 00 " E	809.03'
4	TO	5	R = 5872.93' (5766.4' RECORD) LC = S 52°30'48" W 41.03' L = 41.03'	
5	TO	6	N 88 ° 46 ' 10 " W	150.73'
6	TO	7	N 88 ° 46 ' 10 " W	690.48'
7	TO	8	N 10 ° 36 ' 36 " W	362.36'
8	TO	9	N 32 ° 51 ' 42 " E	203.29'
9	TO	10	S 57 ° 56 ' 13 " E	218.78'
10	TO	11	S 25 ° 47 ' 18 " E	125.57'
11	TO	12	S 88 ° 59 ' 39 " E	75.48'
12	TO	13	R = 145.00' L = 119.72' LC = S 65°20'25" E 116.35'	
13	TO	14	S 41 ° 41 ' 10 " E	35.99'
14	TO	15	S 63 ° 34 ' 07 " E	250.17'
15	TO	6	S 10 ° 14 ' 00 " W	126.45'

BEARING / DISTANCE LOT 1				
6	TO	16	N 88 ° 46 ' 10 " W	414.47
16	TO	11	N 01 ° 26 ' 54 " E	303.75
11	TO	12	S 88 ° 59 ' 39 " E	75.48'
12	TO	13	R = 145.00' L = 119.72' LC = S 65°20'25" E 116.35'	
13	TO	14	S 41 ° 41 ' 10 " E	35.99'
14	TO	15	S 63 ° 34 ' 07 " E	250.17'
15	TO	6	S 10 ° 14 ' 00 " W	126.45'

BEARING / DISTANCE LOT 2				
16	TO	7	N 88 ° 46 ' 10 " W	276.01'
7	TO	8	N 10 ° 36 ' 36 " W	362.36'
8	TO	9	N 32 ° 51 ' 42 " E	203.29'
9	TO	10	S 57 ° 56 ' 13 " E	218.78'
10	TO	11	S 25 ° 47 ' 18 " E	125.57'
11	TO	16	S 01 ° 26 ' 54 " W	303.75'

AREA TABLE		
PLAT OR LOT	SQUARE FEET	ACRES
UNIVERSITY PLAT 1	241,945	5.55
LOT 1	99,140	2.27
LOT 2	142,805	3.28

AECOM

SETBACKS

FRONT YARD DEPTH 25 FEET

SIDE YARD WIDTH 5 FEET EXCEPT WHERE OUTSIDE STORAGE WOULD BE A POSSIBILITY, IN WHICH A 25-FOOT SETBACK
REAR YARD DEPTH 25 FEET

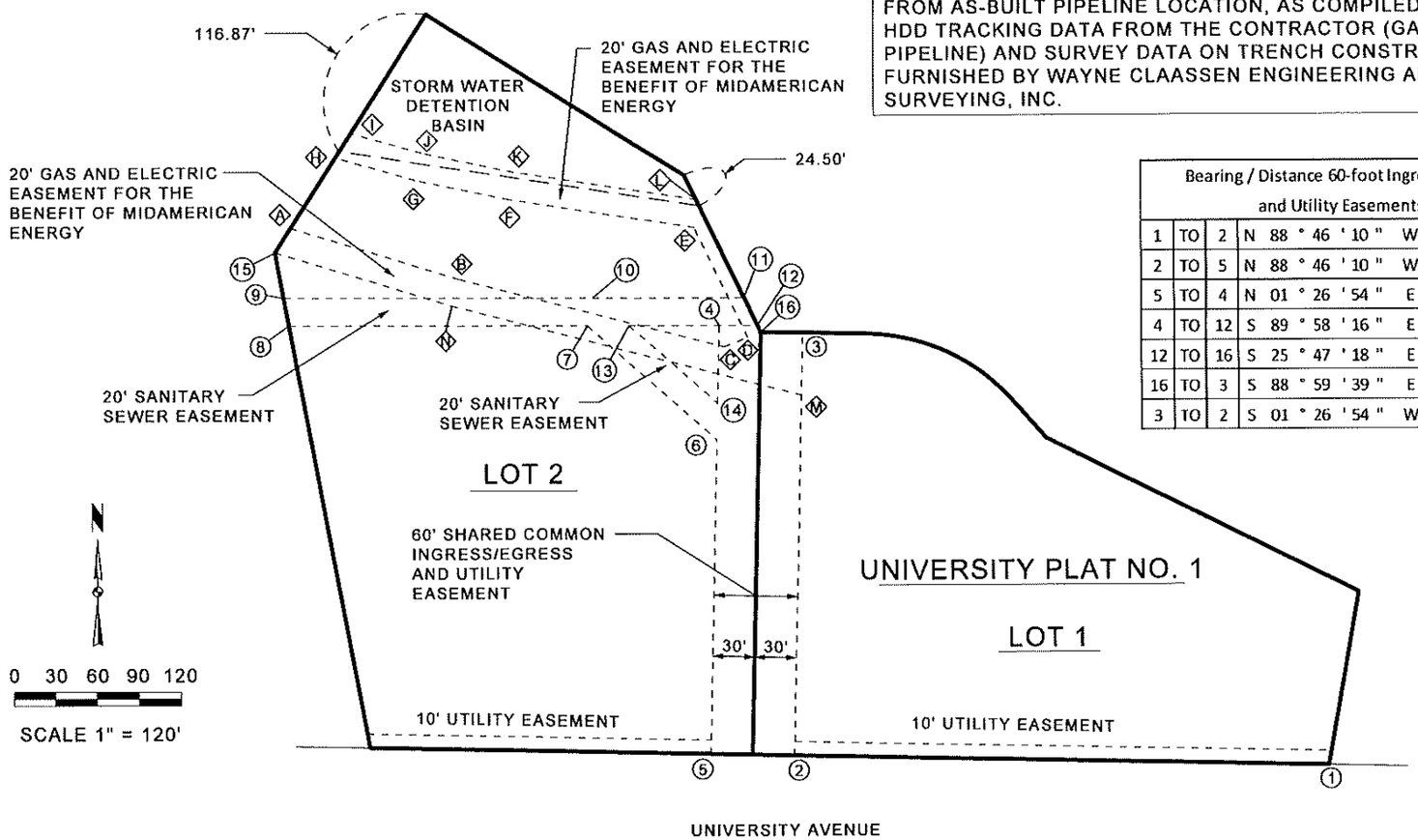
SEE CITY OF WATERLOO ZONING ORDINANCE CHAPTER 17 "B-P" BUSINESS PARK

UNIVERSITY PLAT NO. 1

PART OF LOTS 1, 2, 3, 4, AND 5 IN BLOCK 1 AND PART OF BLOCK 3 ALL IN POWER HOUSE ADDITION AND PART OF LOT 45 OF AUDITOR RAINBOW'S WEST SIDE PLAT AND PART OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M. AND PART OF VACATED TRANSIT STREET AND PART OF VACATED WATERLOO AND CEDAR FALLS ROAD AND PART OF VACATED FALLS AVENUE, ALL IN THE CITY OF WATERLOO, COUNTY OF BLACK HAWK, STATE OF IOWA

EASEMENTS

THE LOCATION OF THE GAS AND ELECTRIC EASEMENT IS FROM AS-BUILT PIPELINE LOCATION, AS COMPILED FROM HDD TRACKING DATA FROM THE CONTRACTOR (GABES PIPELINE) AND SURVEY DATA ON TRENCH CONSTRUCTION. FURNISHED BY WAYNE CLAASSEN ENGINEERING AND SURVEYING, INC.



Bearing / Distance 60-foot Ingress/Egress and Utility Easements				
1	TO	2	N 88 ° 46 ' 10 " W	384.47'
2	TO	5	N 88 ° 46 ' 10 " W	60.00'
5	TO	4	N 01 ° 26 ' 54 " E	307.97'
4	TO	12	S 89 ° 58 ' 16 " E	27.54'
12	TO	16	S 25 ° 47 ' 18 " E	5.39'
16	TO	3	S 88 ° 59 ' 39 " E	30.00'
3	TO	2	S 01 ° 26 ' 54 " W	303.86'

Bearing / Distance 20-foot Sanitary Sewery Easement				
Ties to Corners of Plat				
1	TO	5	N 88 ° 46 ' 10 " W	444.47'
5	TO	6	N 01 ° 26 ' 54 " E	225.74'
Beginning of Sanitary Sewer Easement				
6	TO	7	N 48 ° 19 ' 50 " W	123.73'
7	TO	8	N 89 ° 47 ' 41 " W	216.07'
8	TO	9	N 10 ° 36 ' 36 " W	20.36'
9	TO	10	S 89 ° 47 ' 41 " E	223.66'
10	TO	11	S 89 ° 58 ' 16 " E	108.54'
11	TO	12	S 25 ° 47 ' 18 " E	22.22'
12	TO	13	N 89 ° 58 ' 16 " W	91.93'
13	TO	14	S 48 ° 19 ' 50 " E	84.31'
14	TO	6	S 01 ° 26 ' 54 " W	26.19'
Ties to Corners of Plat				
15	TO	9	S 10 ° 36 ' 36 " E	33.29'
16	TO	12	N 25 ° 47 ' 18 " W	5.39'

Bearing / Distance 20-foot Gas Pipeline Easement				
15	TO	A	N 32 ° 51 ' 42 " E	20.80 '
A	TO	B	S 73 ° 02 ' 21 " E	127.65 '
B	TO	C	S 75 ° 31 ' 22 " E	196.86 '
C	TO	D	N 67 ° 59 ' 05 " E	18.35 '
D	TO	E	N 25 ° 47 ' 18 " W	87.92 '
E	TO	F	N 81 ° 20 ' 12 " W	134.73 '
F	TO	G	N 78 ° 07 ' 16 " W	69.05 '
G	TO	H	N 74 ° 21 ' 12 " W	60.40 '
H	TO	I	N 32 ° 51 ' 42 " E	20.94 '
I	TO	J	S 74 ° 21 ' 12 " E	53.55 '
J	TO	K	S 78 ° 07 ' 16 " E	67.83 '
K	TO	L	S 81 ° 20 ' 12 " E	132.57 '
L	TO	16	S 25 ° 47 ' 18 " E	106.08 '
16	TO	3	S 88 ° 59 ' 39 " E	30.00 '
3	TO	M	S 01 ° 26 ' 54 " W	44.94 '
M	TO	N	N 75 ° 31 ' 22 " W	259.48 '
N	TO	15	N 73 ° 02 ' 21 " W	133.79 '

AECOM

DEED OF DEDICATION

WATERLOO, BLACK HAWK COUNTY, STATE OF IOWA

The City of Waterloo, Iowa (" Owner"), being desirous of platting the land described in the attached Certificate of Survey, by Michael R. Fagle, a licensed land surveyor, dated November 21, 2025, does by these presents designate and set apart the described premises as a subdivision of the City of Waterloo, Black Hawk County, Iowa, the same to be hereafter known as and called University Plat No. 1, Waterloo, Black Hawk County, Iowa (the "Property"), all of which is with the free consent and desire of the undersigned.

The undersigned hereby covenants and agrees for itself, its successors and assigns, that said subdivision shall be and the same is hereby made subject to the following restrictions as fully and effectively for all intents and purposes as if the same were contained and set forth in each deed, conveyance and mortgage that this grantor or its successors in interest may hereafter make and that such restrictions shall run with the land in the particulars hereinafter stated, to wit:

ARTICLE I
DEDICATION; RESTRICTIONS

1. Establishment of Restriction. The Property is now held and shall hereafter be held, transferred, sold, leased, conveyed and occupied, subject to the covenants, conditions, restrictions and easements set forth in this instrument, each of which shall run with the land and shall be binding upon the inure to the benefit of each and every parcel of the Property, and each of which shall apply to and bind and benefit and may be enforced by the owner of each or any parcel of the Property, and the heirs, assignees and successors in interest of each and every owner of a parcel or parcels.

2. Utilities. Owner does hereby dedicate and convey to the City of Waterloo, Iowa, its successors and assigns, the perpetual easement for Utilities and Access, and Sanitary Sewer as shown on the plat attached hereto, including but not limited to the right to construct, maintain and operate any facilities or improvements relating thereto.

3. Other Easements. Owner does hereby dedicate and convey to MidAmerican Energy its successors and assigns, perpetual easements for Gas and Electric as shown on the plat attached hereto, including but not limited to the right to construct, maintain and operate any facilities or improvements relating thereto. Lots 1 and 2 are subject to a Shared Common Ingress and Egress easement. The adjoining landowners are responsible for the Maintenance and care of the Shared Common Ingress and Egress easement.

4. Storm Water Detention Basin. Lot 2 is subject to a Storm Water Detention Basin which shall benefit Lots 1 and 2. The Owner shall perform the duties with relation to the Facility as required under a Maintenance and Repair Agreement to be filed concurrently with this Deed of Dedication, until such time that the Owner, in its sole discretion, assigns such duties to the University Plat No. 1 Drainage Association (the "Association"). The Owner shall file articles of incorporation and adopt bylaws of the Association on or before the date on which the City of Waterloo, Iowa has accepted the Facility and other public improvements pursuant to the plat of this subdivision. The purpose of the Association shall be to ensure compliance with the

Maintenance and Repair Agreement and to perform such other functions as may be set forth in the articles of incorporation and bylaws of the Association. The Association shall have authority to establish annual fees for membership in the Association and shall have authority to adjust the annual membership fees as it deems appropriate to carry out the duties described in this paragraph and in the Maintenance and Repair Agreement. The owner of each lot or other parcel of land included in the Benefited Property shall be a member of the Association. The annual fee to be paid by each Association member shall be proportional to the square footage or acreage of real estate owned by the member as compared to the square footage or acreage of the Benefited Property. Membership fees that are unpaid shall be assessed as a lien against the member's property in the manner and as provided for in the articles of incorporation or bylaws of the Association.

ARTICLE II
USE OF THE PROPERTY

1. Permitted Use. Unless otherwise specifically prohibited by the City of Waterloo or other governmental agency, permitted uses shall be light manufacturing, warehouse, office facilities, technological or business operation, assembly facility, laboratory and research.

2. Uses Not Permitted. The following uses are expressly prohibited: Auto salvage yard, feed and fuel yard, slaughterhouses, stockyards, or other facilities processing or managing live animals, the rendering or refining of fats and oils, or residential use. This is in addition to limitations called for in the zoning restrictions or ordinances applicable to the Property from time to time.

3. Other Conditions Not Permitted. Any facility or operation which causes a nuisance due to noise, odor, rubbish accumulation and/or release of hazardous materials in violation of applicable law, rule, regulation or order shall not be permitted.

4. Temporary Structures. Temporary structures will be allowed to be used only as construction offices and/or small tool sheds. The temporary structures are to be removed within two (2) years after placement.

ARTICLE III
DEVELOPMENT STANDARDS

1. Vehicle Parking. All vehicle parking requirements must be provided for within the property boundaries and shall be set back from all property lines with street frontage a minimum of five (5) feet.

2. Truck Parking and Maneuvering. The maneuvering area for trucks must be such as to allow for the truck to back up to the buildings or parking spaces without using the street as part of the maneuvering area.

3. Pavement Requirement. The entire area for auto parking, truck parking and maneuvering shall be paved. Notwithstanding the foregoing, the parking area for empty trucks may be gravel. Outside storage area, where approved, may be gravel.

4. Outside Storage. Outside storage will not be allowed, unless it is totally screened. Outside storage is allowed where approved through the site plan review process and may be gravel.

5. Landscape. The entire area shall be landscaped in accordance with City of Waterloo requirements.

6. Building Materials. All exterior faces of buildings shall be finished. An expansion wall of different materials may be approved through the site plan approval process.

7. Fences. Where fences are to be installed, the fence shall be entirely on the subject parcel. The finished side of any fence shall be placed in such a manner as to face outward from the property.

8. Sidewalk. A 5-foot-wide Portland Cement concrete sidewalk shall be installed during or immediately after the construction of any improvement on Lots 1 and 2 in the Subdivision, but before issuance of an Occupancy Permit from the City of Waterloo, Iowa, or only sidewalk construction within five (5) years of the transfer of said lots from the Developer to a purchaser, whichever is earlier. Said sidewalks shall also be required to be constructed, along the northerly side of University Avenue from the easterly end of the bridge over Black Hawk Creek easterly to the pedestrian under pass under University Avenue, all as required by the City of Waterloo, Iowa. Construction of ADA access ramps at the intersections shall be the responsibility of the developer or adjacent property owner.

ARTICLE IV
ORGANIZATION AND APPROVAL

1. Plan Approval. Proposed site plans will be reviewed through the City of Waterloo site plan process. Existing owners of land in the subdivision shall be notified of the plan review process at the time said plan is submitted to the City for review.

2. Duration of Covenants. Unless otherwise extended or removed, these restrictions shall be applicable for a term of twenty-one (21) years commencing upon the recordation hereof and thereafter may be renewed as provided in Iowa law. At any time, any of the restrictions may be terminated by written agreement joined in by the owners of 90% in area of the land subject hereto.

3. Amendment. These restrictions may only be amended in writing by the agreement of not less than the owners of 90% in area of the land subject hereto. Any amendment to these restrictions shall be recorded.

Dated _____, 20__

CITY OF WATERLOO, IOWA

By: _____
Dave Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 20__ by Dave Boesen and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

Surveyor's Certificate

I, Michael R. Fagle, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

Part of Lots 1, 2, 3, 4, and 5 in Block 1 and part of Block 3 in Power House Addition and part of Lot 45 of Auditor Rainbow's West Side Plat and Part of the North 1/2 of the Northeast 1/4 of Section 27, Township 89 North, Range 13 West of the 5th P.M. and part of vacated Transit Street and part of vacated Waterloo and Cedar Falls Road part of vacated Falls Avenue, all in the City of Waterloo, County of Black Hawk, State of Iowa

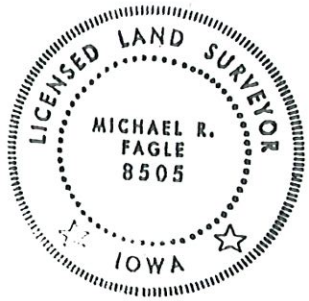
This survey was performed for the purpose of subdividing and platting said real estate henceforth to be known as University Plat No. 1, in the City of Waterloo, Iowa. Total area of University Plat 1 is 5.55 acres (241,945 square feet). Total area of Lot 1 is 2.27 acres (99,140 square feet). Total area of Lot 2 is 3.28 acres (142,805 square feet).

BY: Michael R Fagle 11-21-2025

Michael R. Fagle Date

Licensed Land Surveyor

License Number 8505 License Renewal
Date: 12/31/2026



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	March 2, 2026

AGENDA ITEM TITLE

Resolution approving a variance to the requirements of the Subdivision Ordinance in Section 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the Final Plat of University Plat No. 2, a 3-lot commercial and residential subdivision in the “C-2” Commercial District located west of 3345 University Avenue and 950 Sheerer Avenue, to allow approval of the Plat of Survey that does not meet all requirements for a preliminary and final plat.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Resolution granting a variance to the requirements of the Subdivision Ordinance in Section 11-3-2 Preliminary Plats and Section 11-3-3 Final Plats, relating to the approval of the Final Plat of University Plat No. 2, a 3-lot commercial and residential subdivision in the “C-2” Commercial District located west of 3345 University Avenue and 950 Sheerer Avenue, to allow approval of the Plat of Survey that does not meet all requirements for a preliminary, but given the minor nature of the plat the additional information would not appear to be needed. It would appear that many of the items missing on the plat are not needed, as there will be no new infrastructure as part of this plat.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	March 2, 2026

AGENDA ITEM TITLE

Resolution approving the request by the City of Waterloo for the Final Plat of University Plat No. 2, a 3-lot commercial and residential subdivision in the “C-2” Commercial District located west of 3345 University Avenue and 950 Sheerer Avenue.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo requests approval of the Final Plat of University Plat No. 2, a 3-lot residential and commercial subdivision in the “C-2” Commercial District located west of 3345 University and 950 Sheerer Avenue. The University Plat No. 2 area is 90,155 square feet. Lot 1 and Lot 2 are each 7,451 square feet while Lot 3 is 10,230 square feet and Tract “A” is 65,023 square feet. Lot 1 and Lot 2 are proposed as residential lots and Lot 3 is proposed as a commercial lot. In total, the University Plat No. 2 area is 90,155 square feet. Tract “A” would remain City of Waterloo property. The request would not appear to have a negative impact on the surrounding area or traffic conditions in the area.

The final plat contains a) Legal Description, b) Property Lines and Dimensions, c) Date; North Arrow; Scale; and Owner, d) Easements, e) Size of individual lots, f) Street Names. The Certificate of Survey and Deed of Dedication have been submitted along with a letter of final approval from Engineering. The proposed plat does not contain all informational requirements for a preliminary plat, however given the minor nature of the plat, creating 3 lots along existing roads, the additional information would not appear to be needed, and a variance would be approved through the City Council process.

NEIGHBORHOOD IMPACT

The request would not appear to have a negative impact upon the surrounding area as it would be utilizing vacant tracts to encourage development in the area.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

A public hearing was held by the Planning, Programming, and Zoning Commission on February 10, 2026 and notice was sent to all property owners within 250 feet.

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

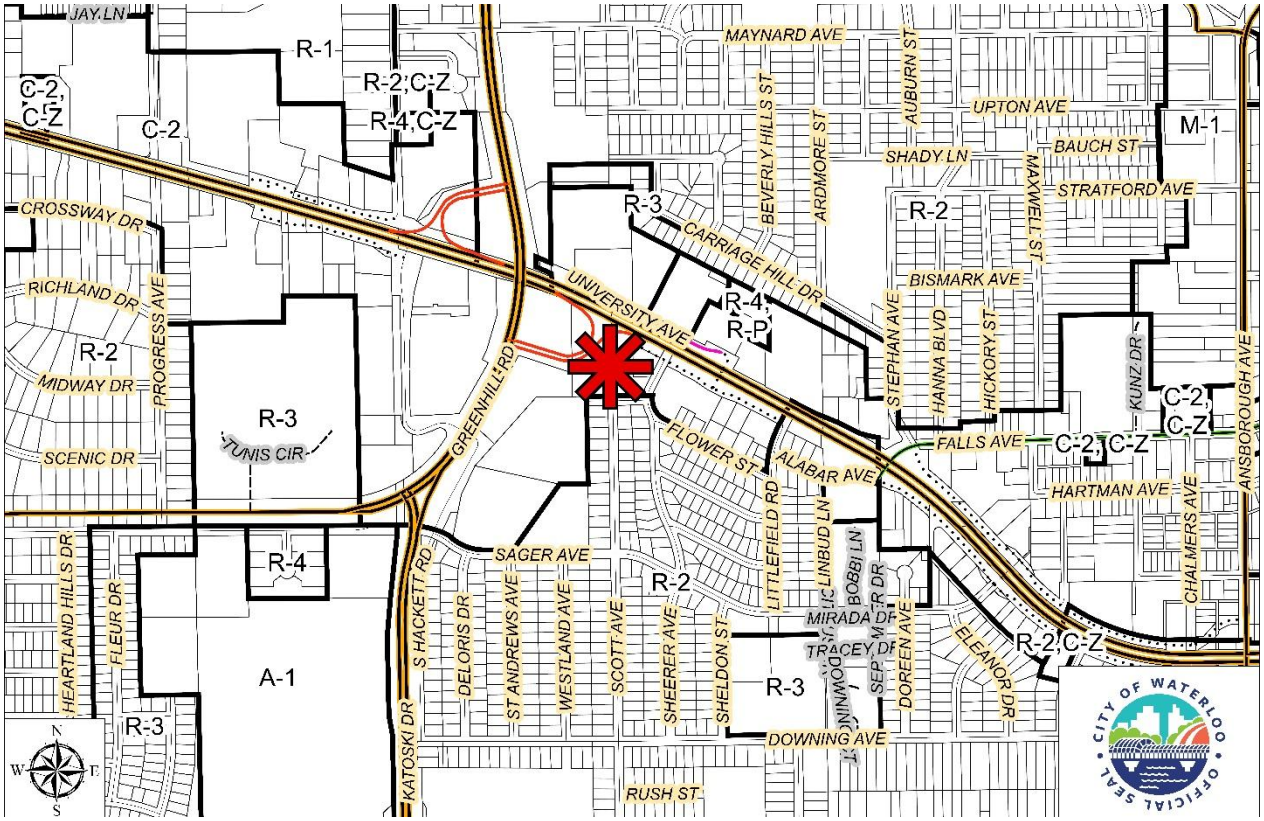
Part of lots 15 and 16 of Littlefield Additioin and part of the East 254 feet of the West 1/2 of the Southwest 1/4 of Section 21, Township 89 North, Range 13 West of the 5th P.M., all in the City of Waterloo, County of Black Hawk, State of Iowa.

ATTACHMENTS

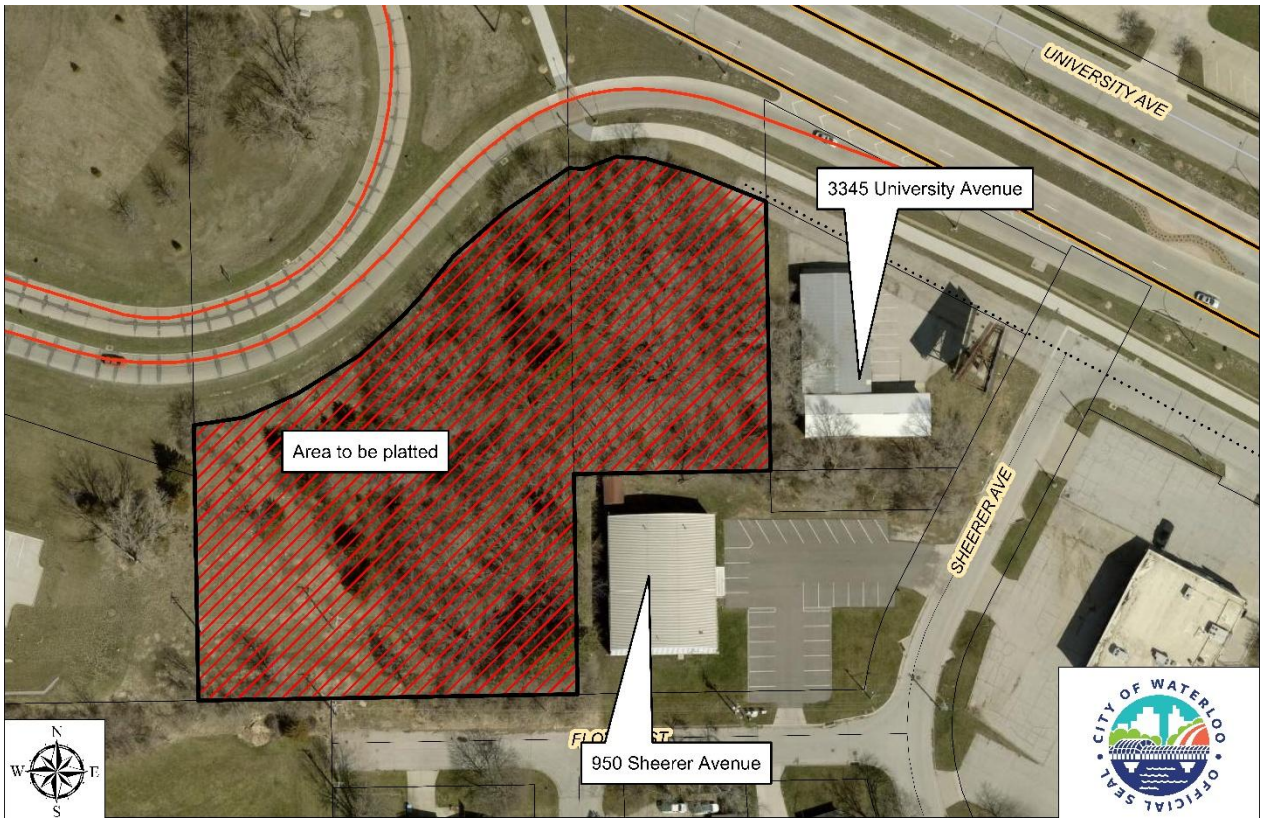
1. Staff Report
2. Plat
3. Deed of Dedication
4. Certificate of Survey

CITY OF WATERLOO
Planning & Zoning

TO:	Planning, Programming, and Zoning Commission
PREPARER:	Adarsh Tummala, Planner I
PZ MEETING DATE:	February 10, 2026
REQUEST:	Final plat of University Plat No. 2, a 3-lot residential and commercial subdivision in the “C-2” Commercial District.
APPLICANT:	City of Waterloo
LOCATION:	Located west of 3345 University and 950 Sheerer Avenue.



SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request would not appear to have a negative impact upon the surrounding area as it would be utilizing vacant tracts to encourage development in the area.



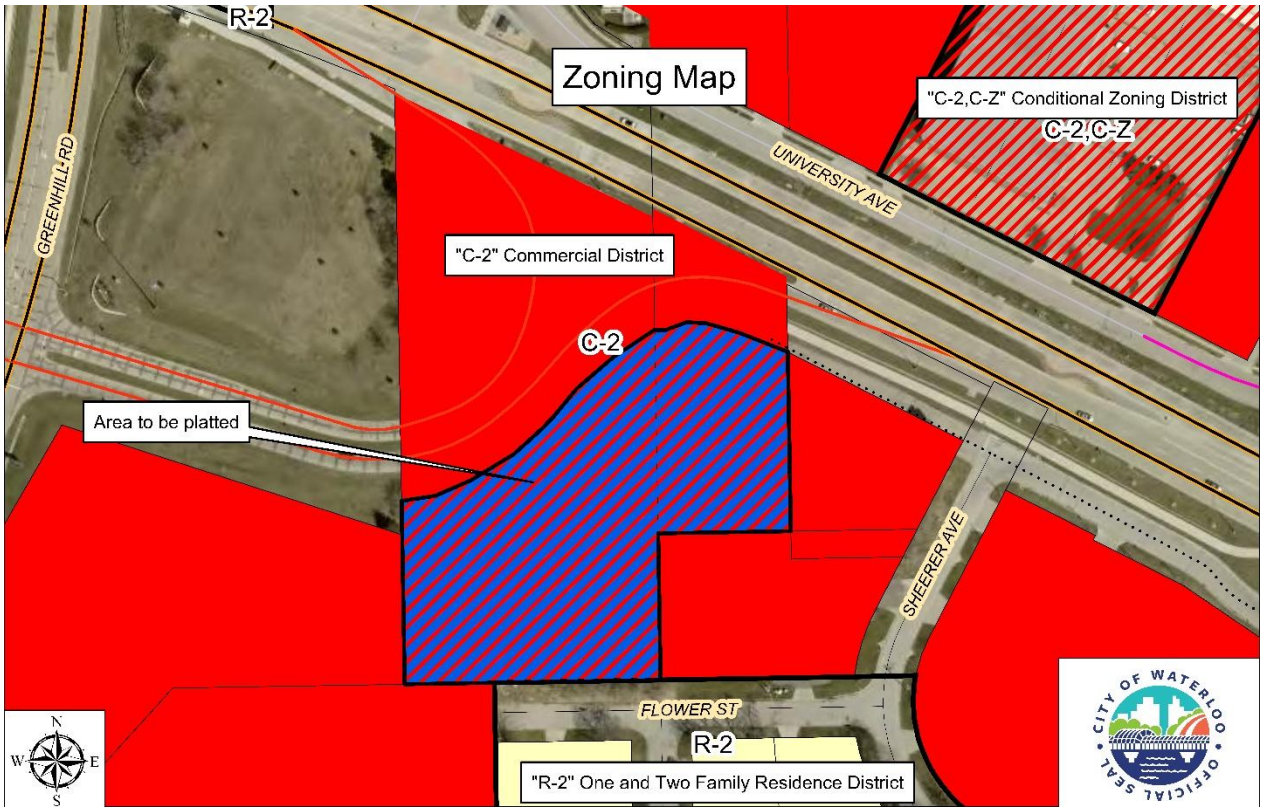
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed Final Plat would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area as there is existing development surrounding the property in question.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The site is zoned “C-2” Commercial District and has been since the adoption of the zoning ordinance in 1969. Surrounding land uses and their zoning are as follows:

North – Commercial development zoned “C-2” Commercial District.

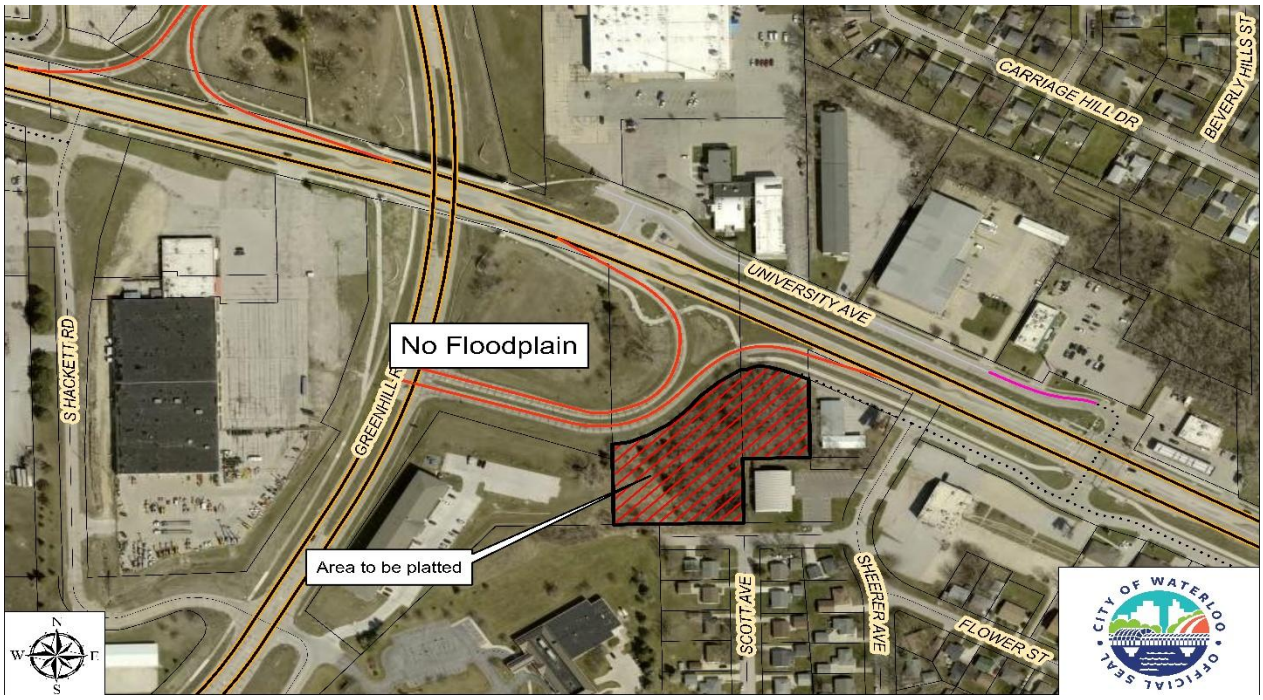
South – Commercial development zoned “C-2” Commercial District and residential development zoned “R-2” One and Two Family Residence District (across Flower Street).

East – Commercial development zoned “C-2” Commercial District.

West – Commercial and residential development zoned “C-2” Commercial District.



RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The University Avenue Trail is located across the University Frontage Road. There are no sidewalks in the neighborhood.
DEVELOPMENT HISTORY:	There is commercial development between 1973 and 1993 and residential development starting in mid-1950s in the surrounding area.
PUBLIC /OPEN SPACES/ SCHOOLS:	Fred Becker Elementary School is located 0.40 miles to the southeast, Central Middle School is located 0.63 miles to the southwest, and West High School is located 2.81 miles to the southeast.
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.
DRAINAGE:	There would not appear to be a negative impact on drainage.



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

There is a 60’ wide utility and access easement on the south property line on the lot in question.

Index Legend	
Location:	Part of Lots 15 and 16 in Littlefield Addition and Part of the East 254' of the W 1/2 of the SW 1/4 of Sec. 21-T89N-R13W in the City of Waterloo, County of Black Hawk, State of Iowa
Requestor:	City of Waterloo, Iowa 715 Mulberry Street, Waterloo, Iowa, 50703
Proprietor:	City of Waterloo, Iowa
Surveyor:	Michael R. Fagle
Company:	AECOM Michael R. Fagle, 501 Sycamore Street, Suite 222, Waterloo, Iowa, 50703
Return To	AECOM, mike.fagle@aecom.com - 319-874-6595

The Plat of Subdivision has been reviewed by the City of Waterloo, Iowa.

Signature of Waterloo City Planner

UNIVERSITY PLAT NO. 2

PART OF LOTS 15 AND 16 OF LITTLEFIELD ADDITION AND PART OF THE EAST 254 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M., CITY OF WATERLOO, COUNTY OF BLACK HAWK, STATE OF IOWA

Pin Number	Description
1	1" Pipe
2	1" Pinch Pipe
3	1" Pipe
9	PK Nail with Washer No. 16675
10	1/2" Rebar with Red Plastic Cap No. 16775
11	1" Pipe
20	1/2" Rebar Yellow Plastic Cap No. 9661
24	PK Nail with Washer No. 16675
25	1" Pinch Pipe - 4.33 South of Corner
26	1/2" Rebar with Red Plastic Cap No. 16775
27	1/2" Rebar with Red Plastic Cap No. 16775
28	1/2" Rebar
29	1/2" Rebar
30	1" Pipe
31	1/2" Rebar
32	1/2" Rebar
33	1" Pipe
34	1/2" Rebar with Orange Plastic Cap No. 22561
35	1/2" Rebar wth Yellow Plastic cap No. 17929
36	1/2" Rebar Yellow Plastic Cap No. 9661

○ = Property Pin Found (See Table)

● = Set 1/2" Rebar/Yellow Cap No. 8505

Area Table	
Plat or Lot	Square Feet Acres
University Plat No. 2 - Area	90,155 2.06
Lot 1	7,451 0.17
Lot 2	7,451 0.17
Lot 3	10,230 0.23
Tract "A"	65,023 1.49

Notes:
Lots 1 and 2 are Residential Lots
Lot 3 is a Commercial Lot
Tract "A" is City of Waterloo Property Subject to a Utility and Access Easement
See sheet 2 of 3 for description, bearing/distance tables
See Sheet 3 of 3 for existing utilities
Zoned C-2 (Light or Heavy Commercial Uses)
Setbacks
Minimum Front Yard 20 feet (1 and 1 1/2 Story)
Minimum Side Yard 5 feet
Minimum Rear Yard 35 feet

N

0 75 150

SCALE 1" = 150'

Signed 9-16-2025

LICENSED LAND SURVEYOR MICHAEL R. FAGLE 8505 IOWA

I hereby certify that this Land Surveying document was prepared 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.

MICHAEL R. FAGLE — 9-16-2025 Date

License number 8505

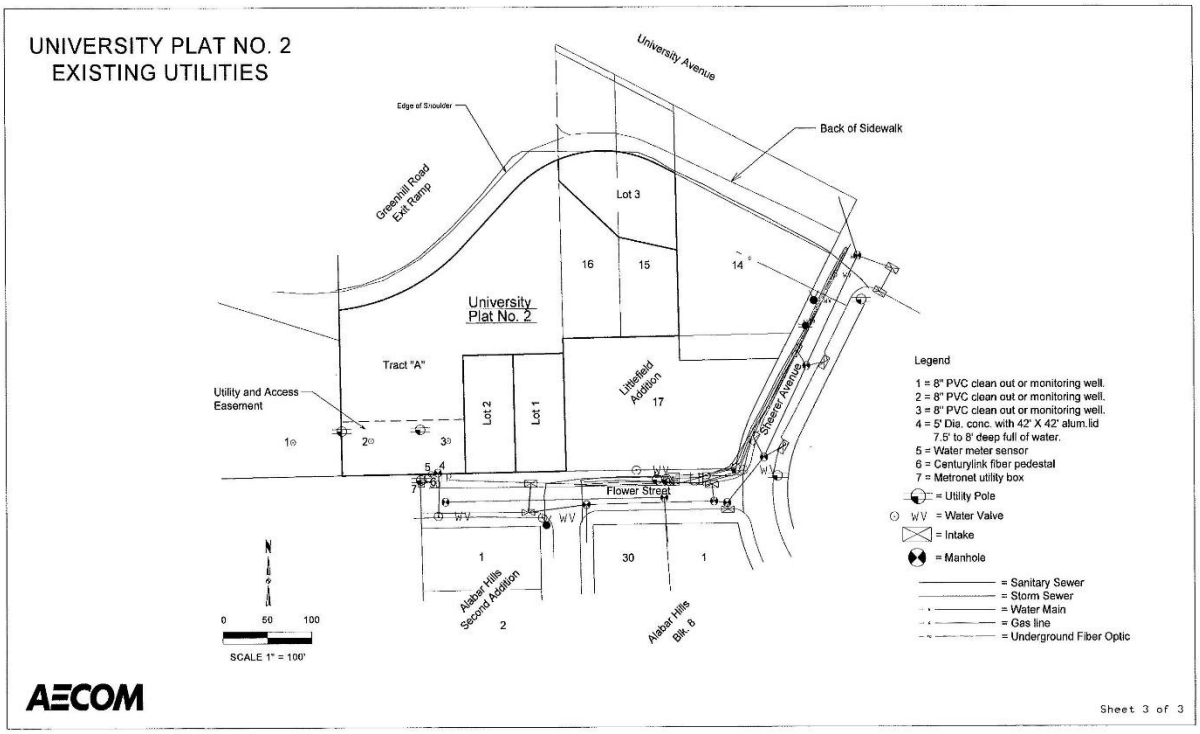
My license renewal date is December 31,2026

Pages or sheets covered by this seal:

Sheets 1, 2 and 3 of 3

AECOM

Sheet 1 of 3



STAFF ANALYSIS – SITE ANALYSIS:

The City of Waterloo requests approval of the Final Plat of University Plat No. 2, a 3-lot residential and commercial subdivision in the “C-2” Commercial District located west of 3345 University and 950 Sheerer Avenue.

The University Plat No. 2 area is 90,155 square feet. Lot 1 and Lot 2 are each 7,451 square feet while Lot 3 is 10,230 square feet and Tract “A” is 65,023 square feet. Lot 1 and Lot 2 are proposed as residential lots and Lot 3 is proposed as a commercial lot. In total, the University Plat No. 2 area is 90,155 square feet. Tract “A” would remain City of Waterloo property.

The request would not appear to have a negative impact on the surrounding area or traffic conditions in the area.

STAFF ANALYSIS – SUBDIVISION ORDINANCE

The final plat contains a) Legal Description, b) Property Lines and Dimensions, c) Date; North Arrow; Scale; and Owner, d) Easements, e) Size of individual lots, f) Street Names. The Certificate of Survey and Deed of Dedication have been submitted along with a letter of final approval from Engineering. The proposed plat does not contain all informational requirements for a preliminary plat, however given the minor nature of the plat, creating 3 lots along existing roads, the additional information would not appear to be

needed, and a variance would be approved through the City Council process.

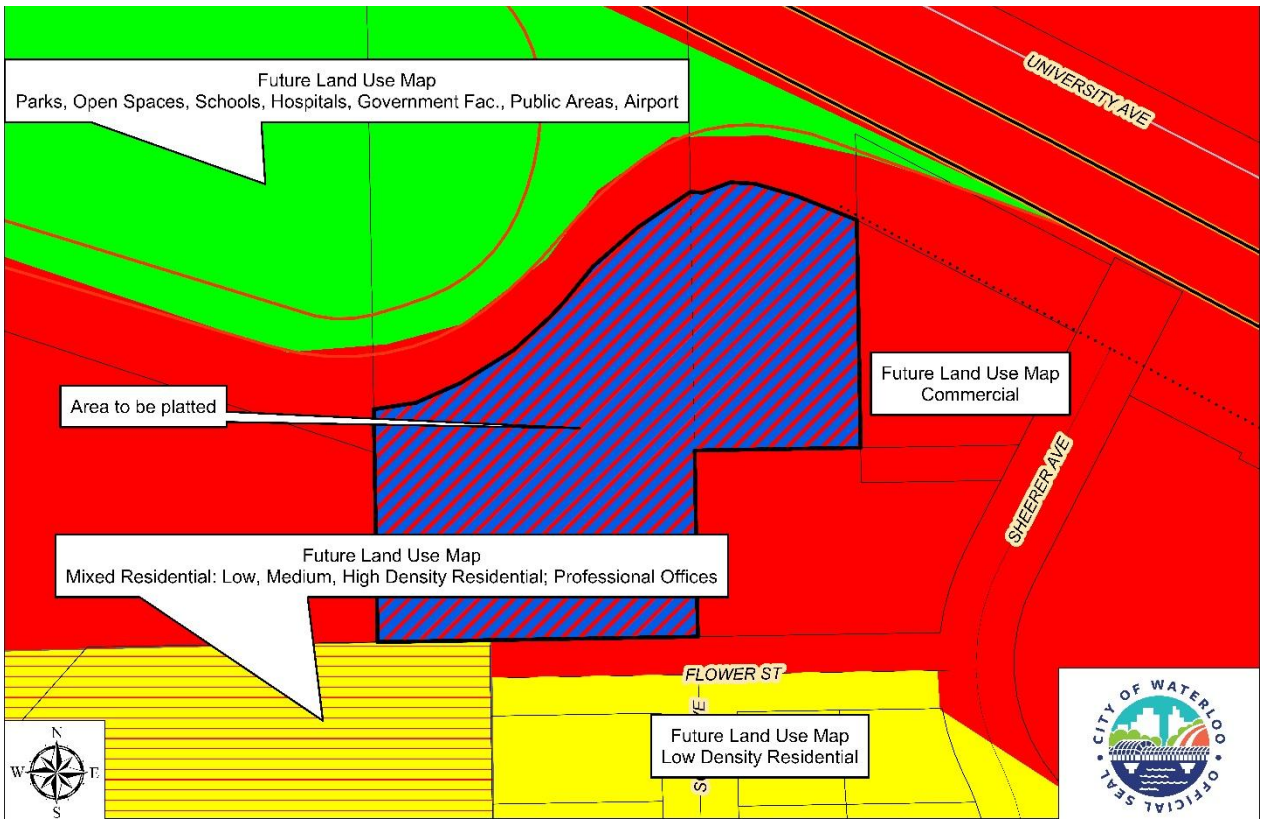
Picture 1: Looking southwest from 3345 University Avenue.

Picture 2: 3345 University Avenue.

Picture 3: 950 Sheerer

Picture 4: Looking north from Flower Street.

TECH REVIEW AND UPDATES	Fire Department noted that they could need sprinklers and access could be an issue.
PLANNING, PROGRAMMING AND ZONING COMMISSION	TBD
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as “Commercial.” 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 City of Waterloo for the final plat of University Plat No. 2, a 3-lot commercial subdivision in the “C-2” Commercial District located west of 3345 University and 950 Sheerer Avenue, 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.

3. The plat is in accordance with the intent of the Subdivision Ordinance and can be served by existing utilities.
4. The plat would work to repurpose public land for private development.

UNIVERSITY PLAT NO. 2
PART OF LOTS 15 AND 16 OF LITTLEFIELD ADDITION AND PART OF THE EAST 254 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M., CITY OF WATERLOO, COUNTY OF BLACK HAWK, STATE OF IOWA

Index Legend	
Location:	Part of Lots 15 and 16 in Littlefield Addition and Part of the East 254' of the W 1/2 of the SW 1/4 of Sec. 21-T89N-R13W in the City of Waterloo, County of Black Hawk, State of Iowa
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Proprietor:	City of Waterloo, Iowa
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The Plat of Subdivision has been reviewed by the City of Waterloo, Iowa.

Signature of Waterloo City Planner

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University Plat No. 2 - Area	90,155	2.06
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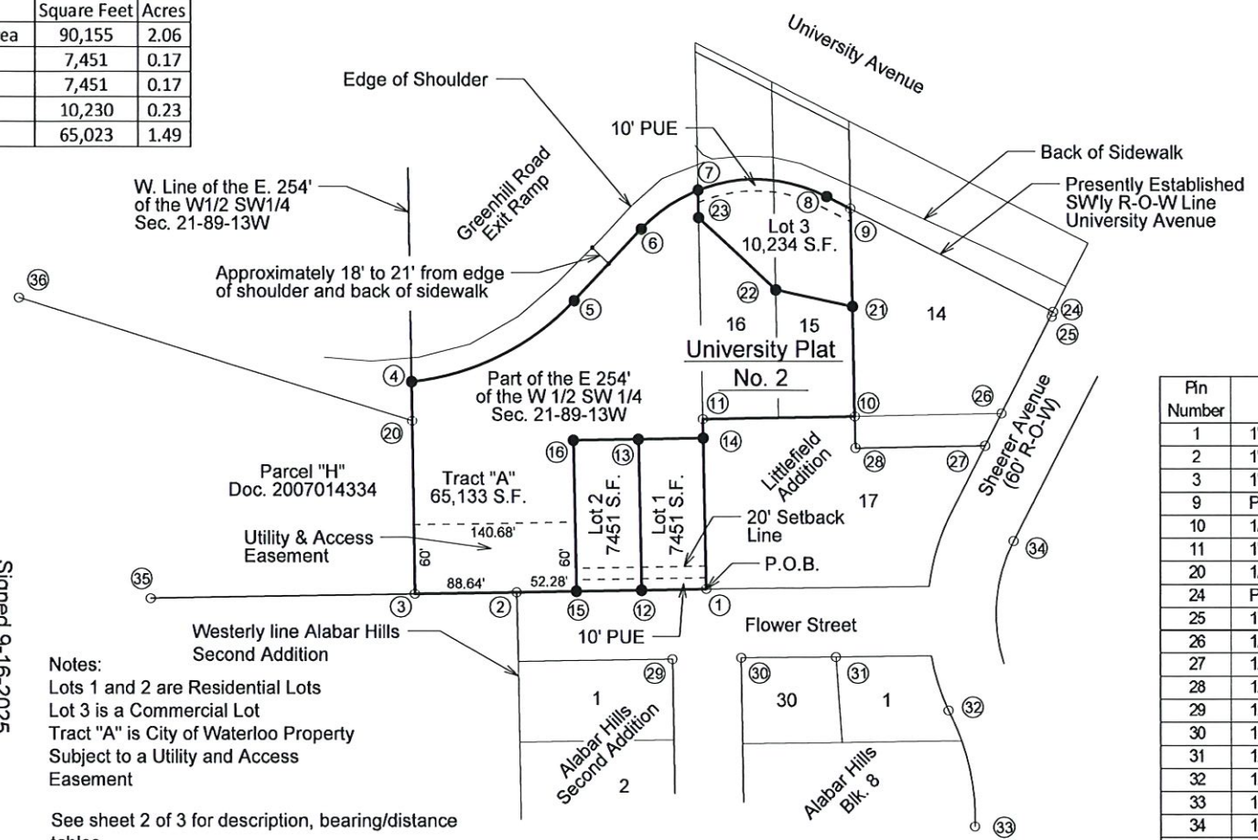
Tract "A"	65,023	1.49



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○ = Property Pin Found (See Table)

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Notes:
Lots 1 and 2 are Residential Lots
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Tract "A" is City of Waterloo Property
Subject to a Utility and Access Easement

See sheet 2 of 3 for description, bearing/distance tables
See Sheet 3 of 3 for existing utilities

Zoned C-2 (Light or Heavy Commercial Uses)

Setbacks
Minimum Front Yard 20 feet (1 and 1 1/2 Story)
Minimum Side Yard 5 feet
Minimum Rear Yard 35 feet

Signed 9-16-2025

LICENSED LAND SURVEYOR MICHAEL R. FAGLE 8505 IOWA

I hereby certify that this Land Surveying document was prepared 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.

MICHAEL R. FAGLE
License number 8505
My license renewal date is December 31,2026
Pages or sheets covered by this seal:
Sheets 1, 2 and 3 of 3

9-16-2025
Date

Sheet 1 of 3

UNIVERSITY PLAT NO. 2
PART OF LOTS 15 AND 16 OF LITTLEFIELD ADDITION AND PART OF THE EAST 254 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 89 NORTH, RANGE 13 WEST OF THE 5TH P.M., CITY OF WATERLOO, COUNTY OF BLACK HAWK, STATE OF IOWA

Description: Boundary of University Plat No. 2

Part of Lots 15 and 16 of Littlefield Addition and Part of the Easterly 254 feet of the West 1/2 of the Southwest 1/4 of Section 21, Township 89 North, Range 13 West of the 5th P.M., all in the City of Waterloo, County of Black Hawk, State of Iowa more particularly described as follows.

Beginning at the southwesterly corner of Lot 17 in Littlefield Addition, which is on the northerly right-of-way line of Flower Street; thence South 88°55'24" West (assumed bearing for the purpose of this description) on the northerly right-of-way line of Flower Street, 166.04 feet to the intersection of the northerly right-of-way line of Flower Street and the northerly prolongation of the westerly line of Alabar Hills Second Addition; thence South 89°02'41" West, 88.64 feet to the southeasterly corner of Parcel "H" that is shown on a plat of survey that is recorded in Document Number 2007014334 in the office of the Black Hawk County Recorder, said corner is located on the westerly line of the easterly 254 feet of the West 1/2 of the Southwest 1/4 of said Section 21; thence North 00°50'52" West along the westerly line of the easterly 254 feet of the West 1/2 of the Southwest 1/4 of said Section 21, a distance of 184.18 feet; thence northeasterly 161.91 feet (arc length) along a non-tangent curve concave northwesterly and having a 229.00-foot radius and a 158.56-foot long chord bearing North 63°33'38" East; thence North 43°18'19" East, 85.90 feet; thence northeasterly 176.32 feet (arc length) along a tangent curve concave southeasterly and having a 137.00-foot radius and a 164.40-foot long chord bearing North 80°10'29" East; thence South 62°57'22" East, 22.88 feet to the intersection of the easterly line of Lot 15 of said Littlefield Addition and the presently established southwesterly right-of-way line of University Avenue; thence South 01°02'57" East along the easterly line of Lot 15 of said Littlefield Addition, 180.60 feet to the southeasterly corner of Lot 15 of said Littlefield Addition; thence South 89°00'03" West along the southerly line of Lots 15 and 16 of said Littlefield Addition, 132.01 feet to the southwesterly corner of Lot 16 of said Littlefield Addition also being the northwesterly corner of Lot 17 of said Littlefield Addition; thence South 01°05'08" East along the westerly line of Lot 17 of said Littlefield Addition a distance of 147.48 feet to the Point of Beginning.

Containing 90,155 Square Feet or 2.06 Acres.

Bearing/Distance Boundary				
1	TO	2	S 88 ° 55 ' 24 " W	166.04'
2	TO	3	S 89 ° 02 ' 41 " W	88.64'
3	TO	4	N 00 ° 50 ' 52 " W	184.18'
4	TO	5	R = 229.00' L = 161.91' LC = N 63°33'38" E 158.56'	
5	TO	6	N 43 ° 18 ' 19 " E	85.90'
6	TO	8	R = 137.00' L = 176.32' LC = N 80°10'29" E 164.40'	
8	TO	9	S 62 ° 57 ' 22 " E	22.88'
9	TO	10	S 01 ° 02 ' 57 " E	180.60'
10	TO	11	S 89 ° 00 ' 03 " W	132.01'
11	TO	1	S 01 ° 05 ' 08 " E	147.48'

Bearing/Distance Lot 1				
1	TO	12	S 88 ° 55 ' 24 " W	56.88'
12	TO	13	N 01 ° 05 ' 08 " W	131.00'
13	TO	14	N 88 ° 55 ' 24 " E	56.88'
14	TO	1	S 01 ° 05 ' 08 " E	131.00'

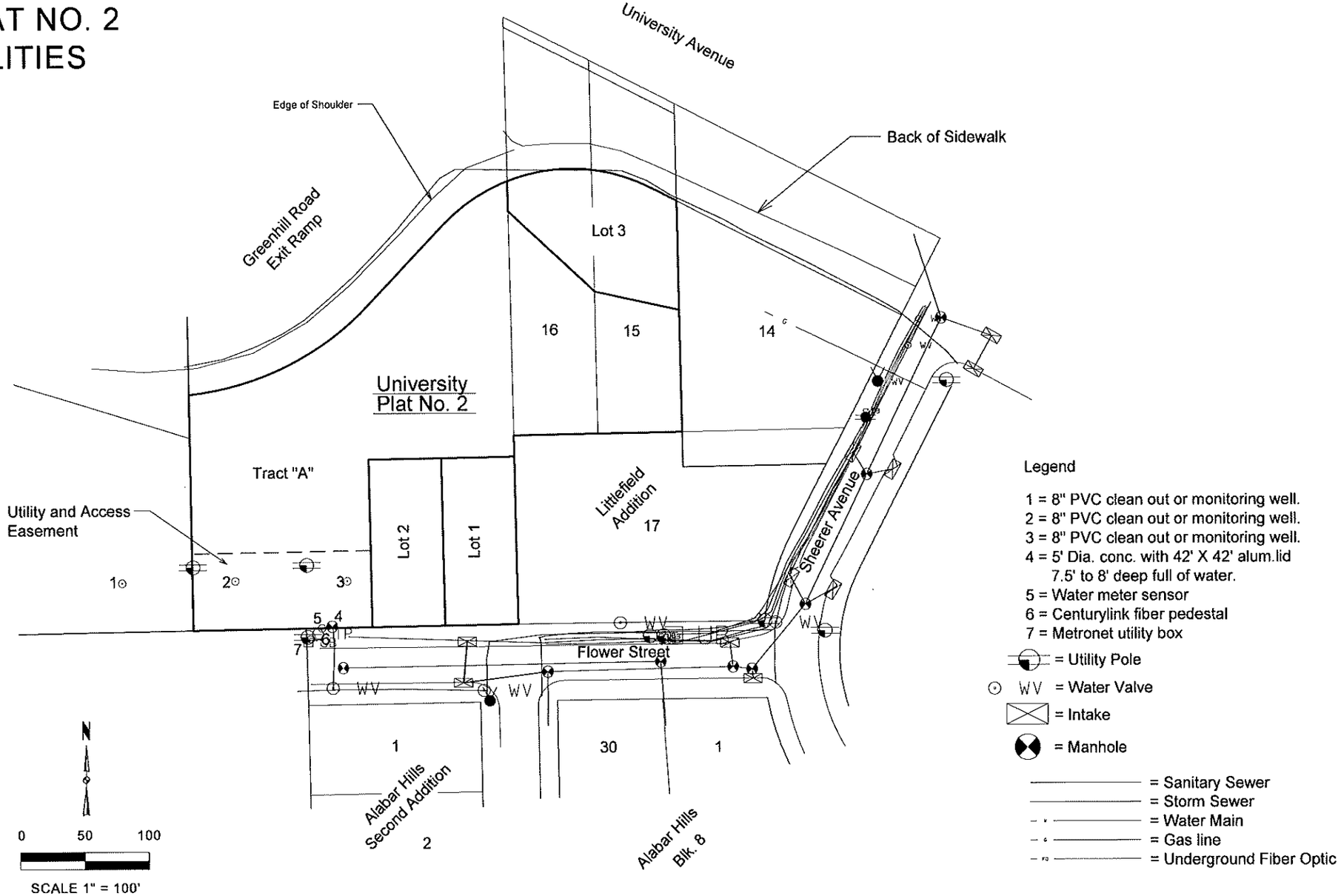
Bearing/Distance Lot 2				
12	TO	15	S 88 ° 55 ' 24 " W	56.88'
15	TO	16	N 01 ° 05 ' 08 " W	131.00'
16	TO	13	N 88 ° 55 ' 24 " E	56.88'
13	TO	12	S 01 ° 05 ' 08 " E	131.00'

Bearing/Distance Lot 3				
9	TO	21	S 01 ° 02 ' 57 " E	85.21'
21	TO	22	N 77 ° 37 ' 20 " W	67.90'
22	TO	23	N 46 ° 55 ' 58 " W	92.04'
23	TO	7	N 01 ° 05 ' 08 " W	23.81'
7	TO	8	R = 137.00' L = 115.62' LC = S 87°07'57" E 112.22'	
8	TO	9	S 62 ° 57 ' 22 " E	22.88'

Bearing/Distance Tract "A"				
3	TO	4	N 00 ° 50 ' 52 " W	184.18'
4	TO	5	R = 229.00' L = 161.91' LC = N 63°33'38" E 158.80'	
5	TO	6	N 43 ° 18 ' 19 " E	85.90'
6	TO	7	R = 137.00' L = 60.70' LC = N 55°59'53" E 60.20'	
7	TO	23	S 01 ° 05 ' 08 " E	23.81'
23	TO	22	S 46 ° 55 ' 58 " E	92.04'
22	TO	21	S 77 ° 37 ' 20 " E	67.90'
21	TO	10	S 01 ° 02 ' 57 " E	95.39'
10	TO	11	S 89 ° 00 ' 03 " W	132.01'
11	TO	14	S 01 ° 05 ' 08 " E	16.48'
14	TO	16	S 88 ° 55 ' 24 " W	113.76'
16	TO	15	S 01 ° 05 ' 08 " E	131.00'
15	TO	2	S 88 ° 55 ' 24 " W	52.28'
2	TO	3	S 89 ° 02 ' 41 " E	88.64'

AECOM

UNIVERSITY PLAT NO. 2
EXISTING UTILITIES



AECOM

UNIVERSITY PLAT NO. 2
EXISTING UTILITIES

Legend

1 = 8" PVC clean out or monitoring well.
2 = 8" PVC clean out or monitoring well.
3 = 8" PVC clean out or monitoring well.
4 = 5' Dia. conc. with 42' X 42' alum.lid
7.5' to 8' deep full of water.
5 = Water meter sensor
6 = Centurylink fiber pedestal
7 = Metronet utility box

= Utility Pole
WV = Water Valve
= Intake
= Manhole

= Sanitary Sewer
= Storm Sewer
= Water Main
= Gas line
= Underground Fiber Optic

AECOM

DEED OF DEDICATION

WATERLOO, BLACK HAWK COUNTY, STATE OF IOWA

The City of Waterloo, Iowa (" Owner"), being desirous of platting the land described in the attached Certificate of Survey, by Michael R. Fagle, a licensed land surveyor, dated September 16, 2025, does by these presents designate and set apart the described premises as a subdivision of the City of Waterloo, Black Hawk County, Iowa, the same to be hereafter known as and called University Plat No. 2, Waterloo, Black Hawk County, Iowa (the "Property"), all of which is with the free consent and desire of the undersigned.

The undersigned hereby covenants and agrees for itself, its successors and assigns, that said subdivision shall be and the same is hereby made subject to the following restrictions as fully and effectively for all intents and purposes as if the same were contained and set forth in each deed, conveyance and mortgage that this grantor or its successors in interest may hereafter make and that such restrictions shall run with the land in the particulars hereinafter stated, to wit:

ARTICLE I
DEDICATION; RESTRICTIONS

1. Establishment of Restriction. The Property is now held and shall hereafter be held, transferred, sold, leased, conveyed and occupied, subject to the covenants, conditions, restrictions and easements set forth in this instrument, each of which shall run with the land and shall be binding upon the inure to the benefit of each and every parcel of the Property, and each of which shall apply to and bind and benefit and may be enforced by the owner of each or any parcel of the Property, and the heirs, assignees and successors in interest of each and every owner of a parcel or parcels.

2. Utilities. Any company or agency supplying electricity, gas or communication service to any parcel in said addition shall have the right to construct, maintain and operate permanent underground gas, electricity, or communication feeder or service facilities, within the easement lines as shown on the plat of said addition attached hereto.

Further, the City of Waterloo and any public company having a franchise for the distribution and sale of gas, electricity, water or communication service in said City shall have the right to construct, maintain and operate underground sewer, water, gas and communication service lines within the easement lines as shown on the plat attached hereto. The proprietors, agents and contractors of all such service corporations or agencies shall have the right of reasonable access to their said services and installations for the purpose of the proper construction, inspection, maintenance, repair, replacement and removal of their lines and equipment.

ARTICLE II
USE OF THE PROPERTY

LOT 3 – COMMERCIAL LOT

1. Permitted Use. Unless otherwise specifically prohibited by the City of Waterloo or other governmental agency, permitted uses shall be light manufacturing, warehouse, office facilities, technological or business operation, assembly facility, laboratory and research.

2. Uses Not Permitted. The following uses are expressly prohibited: Auto salvage yard, feed and fuel yard, slaughterhouses, stockyards, or other facilities processing or handling live animals, the rendering or refining of fats and oils, or residential use. This is in addition to limitations called for in the zoning restrictions or ordinances applicable to the Property from time to time.

3. Other Conditions Not Permitted. Any facility or operation which causes a nuisance due to noise, odor, rubbish accumulation and/or release of hazardous materials in violation of applicable law, rule, regulation or order shall not be permitted.

4. Temporary Structures. Temporary structures will be allowed to be used only as construction offices and/or small tool sheds. The temporary structures are to be removed within two (2) years after placement.

ARTICLE III
DEVELOPMENT STANDARDS

1. Vehicle Parking. All vehicle parking requirements must be provided for within the property boundaries and shall be set back from all property lines with street frontage a minimum of five (5) feet.

2. Truck Parking and Maneuvering. The maneuvering area for trucks must be such as to allow for the truck to back up to the buildings or parking spaces without using the street as part of the maneuvering area.

3. Pavement Requirement. The entire area for auto parking, truck parking and maneuvering shall be paved. Notwithstanding the foregoing, the parking area for empty trucks may be gravel. Outside storage area, where approved, may be gravel.

4. Outside Storage. Outside storage will not be allowed, unless it is totally screened. Outside storage is allowed where approved through the site plan review process and may be gravel.

5. Landscape. The entire area shall be landscaped in accordance with City of Waterloo requirements.

6. Building Materials. All exterior faces of buildings shall be finished. An expansion wall of different materials may be approved through the site plan approval process.

7. Fences. Where fences are to be installed, the fence shall be located entirely on the subject parcel. The finished side of any fence shall be placed in such a manner as to face outward from the property.

LOT 1 AND 2 – RESIDENTAL LOTS
AND TRACT "A"

1. Tract "A" To be dedicated to the City of Waterloo to be used as Utilities and Access Easement and Open Space.

RESTRICTIONS

Be it also known that the undersigned do hereby covenant and agree for themselves and their successors and assigns that each and all of the residential lots in said subdivision be and the same are hereby made subject to the following restrictions upon their use and occupancy as fully and effectively to all intents and purposes as if the same were contained and set forth in each deed of conveyance or mortgage that the undersigned or their successors in interest may hereinafter make for any of said lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in all particulars hereinafter stated, to-wit:

1. Any dwelling that shall be erected on any lot shall have a minimum setback from the front of the lot line of 20 feet. The minimum set back from each lot line is 5 feet unless otherwise noted on the Plat. All minimum setbacks will be required to meet or exceed R-1 R-P Zoning.

2. No single-family dwelling shall be constructed, permitted or occupied on any lot herein having a square footage floor space, designed, intended, and constructed for living quarters, which space shall not include cellars, attics, garages, breezeways, porches, stoops, and other such non-living areas, of less than the following requirements:

   A. 900 square feet for the main base of a single story, split-level or split-foyer houses.

   B. 600 square feet on the first floor for story and one-half houses, or two-story houses. With a total for all floors not less than 1,150 square feet excluding the basement level.

3. Each single-family residence shall have a minimum of a two-stall garage with a minimum of 400 square feet.

4. The owner(s) of each lot, vacant or improved, shall keep their lot and lots free of weeds and debris.

5. No obnoxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. All approaches and driveways in said subdivision shall be paved with concrete.

7. No old or used buildings shall be moved upon any of the lots in said subdivision for any purpose. Any auxiliary buildings or sheds must be built of the same or similar materials of the residential structure on the lot and have the same roof pitch and design as said residential structure.

8. No radio station or short-wave operators of any kind shall operate from any lot which shall cause interference with audio or visual reception upon any other lot. No exterior radio antenna shall be erected or maintained in or on the property. No satellite TV antenna or "Dish" may be maintained, constructed or erected on any lot unless it is constructed in the rear yard and at least twenty feet from any property line and is shielded from the public view by shrubbery and landscaping. No dish larger than 24" will be allowed.

9. No dwelling on any lot of said subdivision shall be occupied until the exterior is completed and finished and the interior substantially completed and finished and until an occupancy permit is issued by the City of Waterloo.

10. No bus, semi-tractor, RV, fifth-wheel camper, trailer or truck of any kind except what is commonly described as a "pick-up truck" shall be kept or parked on any lot or street in said subdivision for a period not to exceed twenty-four hours, after which said vehicle can not return to said subdivision for a period of five days, provided, however, that this prohibition shall not apply to such vehicles driven in said subdivision in pursuit of and in conducting their usual business.

11. All buildings erected on any lot in said subdivision shall be constructed in accordance with the Building, Plumbing, and Electrical Codes of the City of Waterloo, Iowa.

12. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that two dogs or cats maximum, or other household pets are allowed and then only if they are not kept, bred or maintained for any commercial purposes, such animals shall be kept under control so as not to constitute a public nuisance and must be kept in compliance with applicable zoning laws and regulations of the City of Waterloo, Black Hawk County, Iowa. Dog runs or dog kennels of any kind are prohibited.

13. Construction of any privacy fencing must have the support posts on the interior side of the fencing.

14. A five foot wide P.C.C. sidewalk four inches thick will be installed at the front of all residential lots by the owner of said lot during or immediately after the construction of the residence on any particular lot, or within five years after the date the plat is filed in the office of the recorder of Black Hawk County, whichever is sooner and that the sidewalk be across the full width of the lots.

15. No building or structure shall be erected, placed or altered on any lot in this subdivision until the building plans, and plot plan, showing all buildings, patios, and pools, and showing the location thereof, and side yard distances, rear yard distances, front yard distances, driveways, and walkways, and type of construction have been approved in writing as to conformity and harmony of the external design and quality workmanship and materials with existing structures in the subdivision by the developer.

16. Factory-built housing or modular homes will not be allowed. Panelized homes may be allowed, but must meet the requirements of the City of Waterloo, as stated in the previous restriction.

17. The Owner and/or occupant of each Lot shall jointly and severally be responsible to keep in good order or to maintain the area between the curbline and property line abutting their property including keeping said area free of holes, pitfalls, stumps of trees, fences, brick, stone, cement, stakes, posts or rods to which a metal, plastic or similar receptacle designed to hold newspapers are affixed, private irrigation or sprinkler systems, retaining walls, landscaping brick, block, stone, timber or other similar material, or any other similar obstructions.

18. The contractor or owner of any lot shall verify the depth of the sanitary sewer service line serving said lot to ensure minimum drainage will be met prior to any footing or foundation work being completed. All sump pump lines must be buried and attached to the subdrain along the back of the P.C.C. curbed street, if there are any.

ARTICLE IV
ORGANIZATION AND APPROVAL

1. Plan Approval. Proposed site plans will be reviewed through the City of Waterloo site plan process. Existing owners of land in the subdivision shall be notified of the plan review process at the time said plan is submitted to the City for review.

Dated _____, 20__

CITY OF WATERLOO, IOWA

By: _____
Dave Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss.
BLACK HAWK COUNTY)

Acknowledged before me on _____, 20__ by Dave Boesen and Kelley Felchle as Mayor and City Clerk, respectively, of the City of Waterloo, Iowa.

_____
Notary Public

Surveyor's Certificate

I, Michael R. Fagle, a Duly Licensed Land Surveyor in the State of Iowa, do hereby certify that the following real estate was surveyed and platted by me or under my direct personal supervision, To Wit:

Part of lots 15 and 16 of Littlefield Addition and part of the East 254 feet of the West 1/2 of the Southwest 1/4 of Section 21, Township 89 North, Range 13 West of the 5th P.M., all in the City of Waterloo, County of Black Hawk, State of Iowa

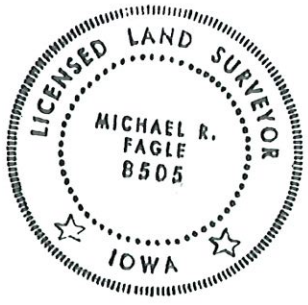
This survey was performed for the purpose of subdividing and plating said real estate henceforth to be known as University Plat No. 2, in the City of Waterloo, Iowa. Total area of University Plat No. 2 is 2.06 acres (90,155 square feet). Total area of Lot 1 is 0.17 acre (7,451square feet). Total area of Lot 2 is 0.17 acre (7,451square feet). Total area of Lot 3 is 0.23 acre (10,230 square feet). Total area of Tract A is 1.49 acres (65,023 square feet).

BY: Michael R Fagle 9-16-2025

Michael R. Fagle — Date

Licensed Land Surveyor

License Number 8505 — License Renewal Date:
12/31/2026



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT	MEETING DATE
Noel Anderson, Community Planning and Development Director Planning & Zoning Department	March 2, 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 W. 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

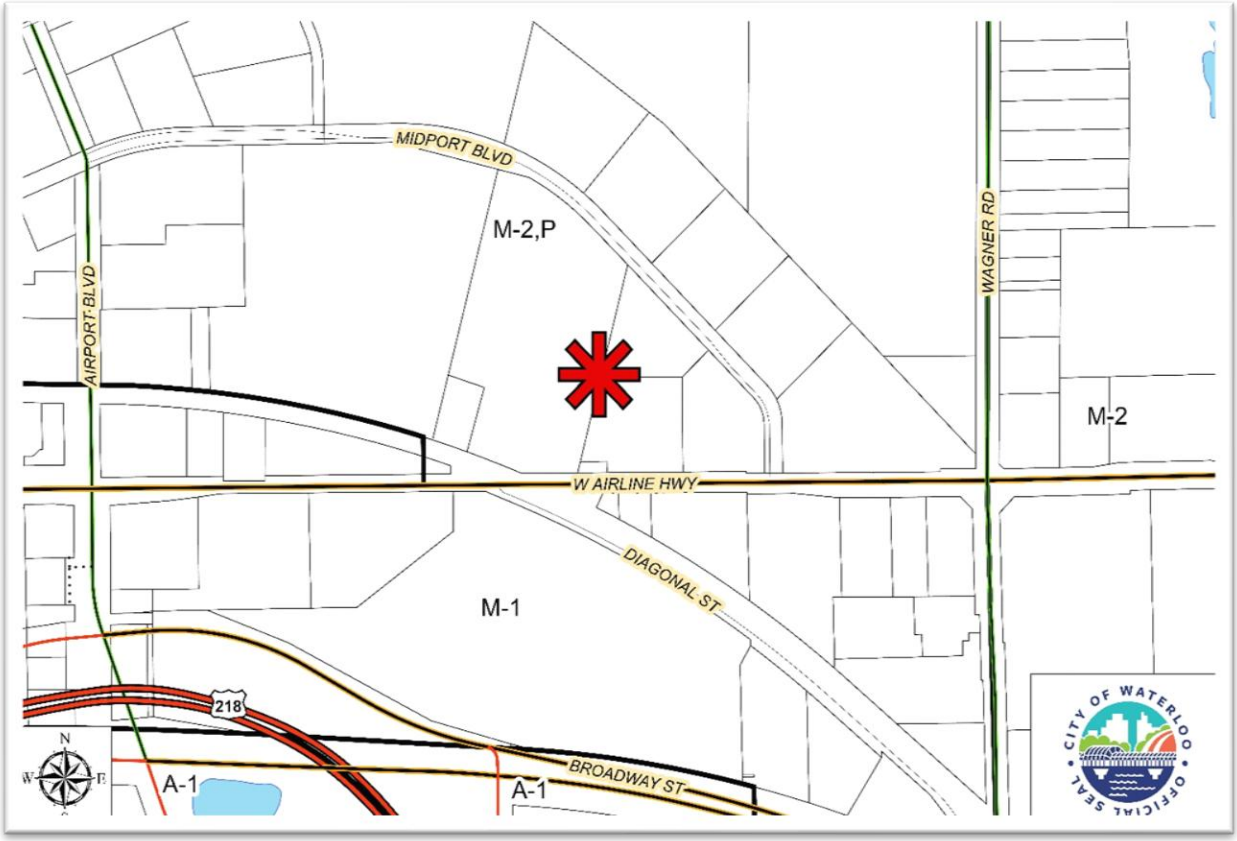
That part of a 60-foot platted easement over portions of Lot 11, Midport America Park Plat No. 2 and Lot 21, Midport America Park Plat No. 3, all in the City of Waterloo, Black Hawk County, Iowa, and more particularly described as follows:
Commencing at the southeast corner of Lot 11, Midport America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

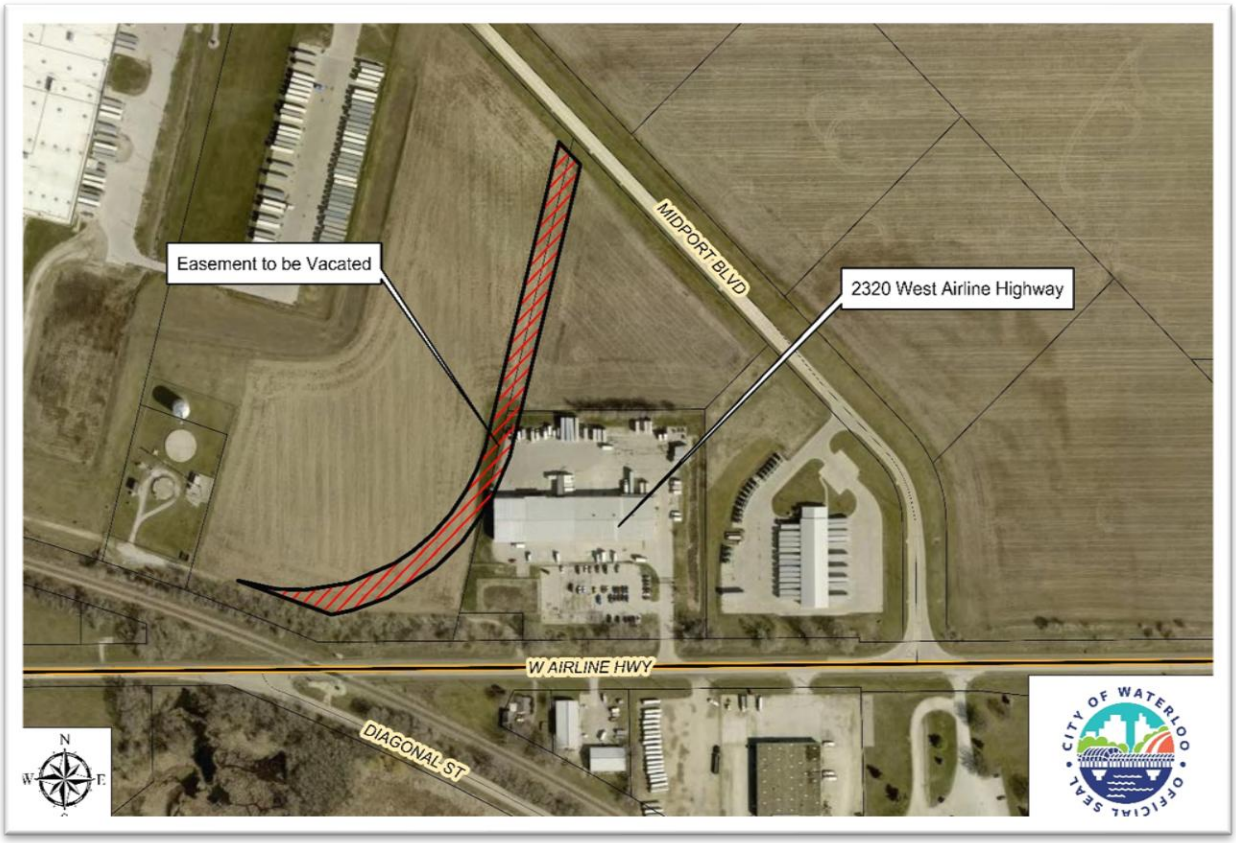
1. Staff Report- Vacate W and N of 2320 W Airline
2. ConAgra-Easement Vacate_DRAFT

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

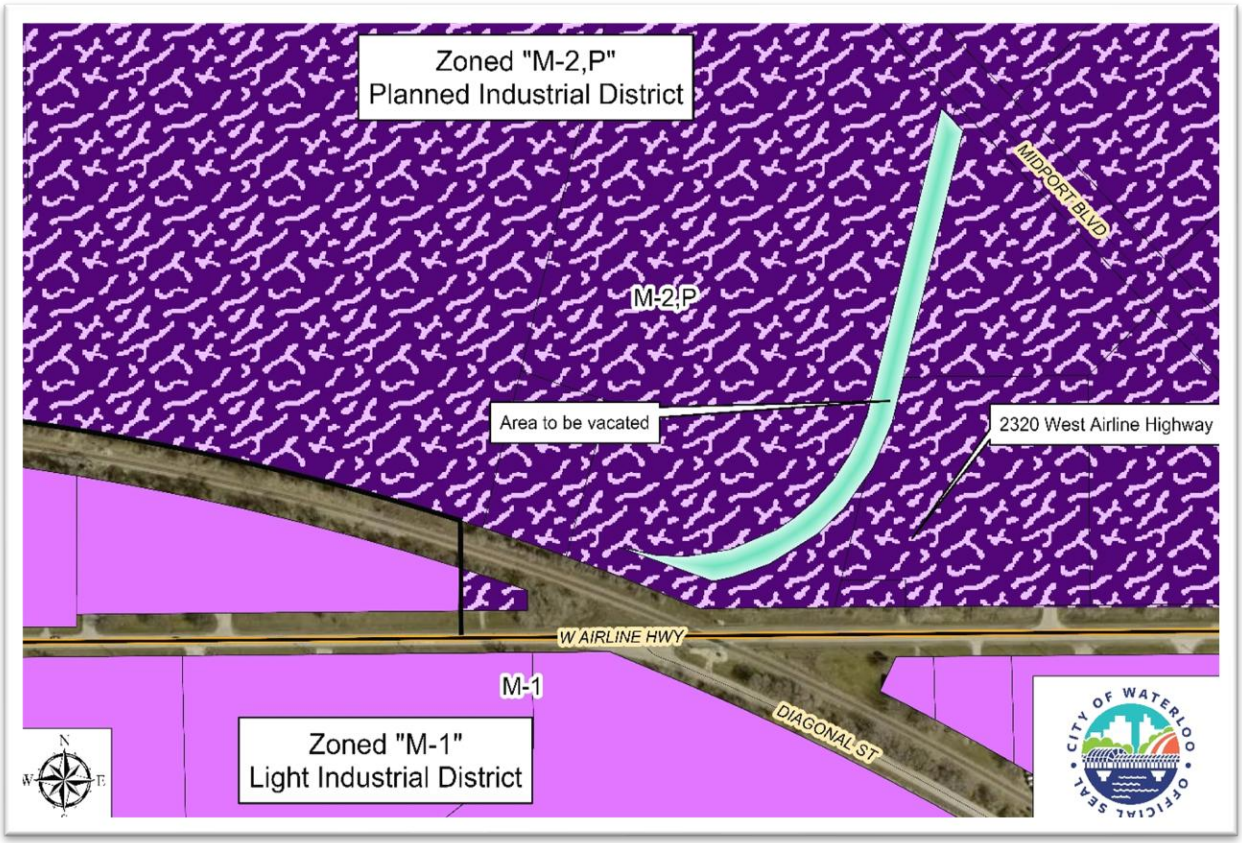


SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request to vacate a portion of the platted easement would not appear to have a negative impact upon the surrounding area as it will allow for better utilization of the lots the easement is located in.

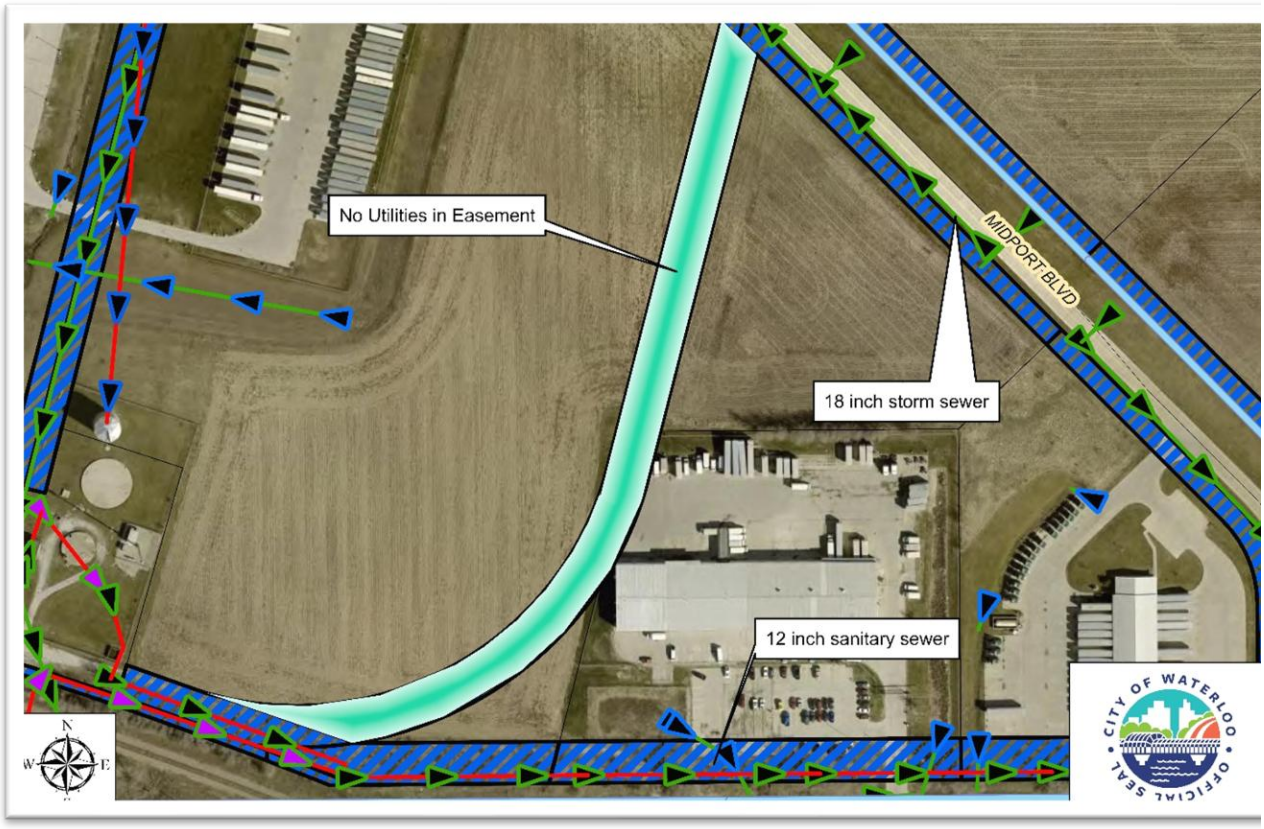


VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed vacation would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by West Airline Highway, which is a Minor Arterial.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS 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

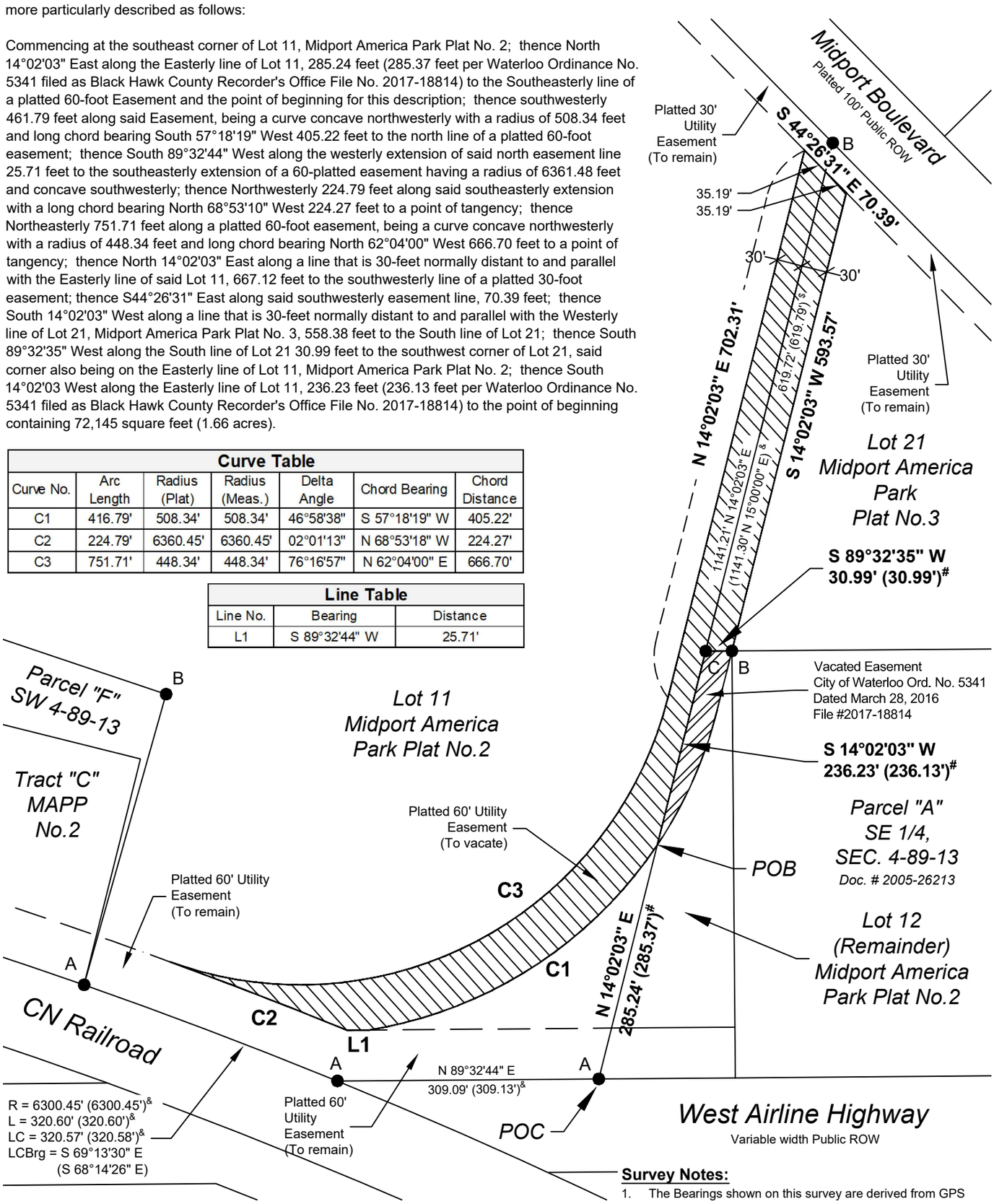
Easement Vacation Description:

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
Aaron McClelland, Captain
Police Department

MEETING DATE
March 2, 2026

AGENDA ITEM TITLE
Ordinance amending the City of Waterloo Traffic Code by un-reserving Section 420 and adding a new Section 420, Approaching Certain Stationary Vehicles.

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. Traffic Code Emergency Veh. pull over

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF WATERLOO TRAFFIC CODE BY UN-RESERVING AND ADDING SECTION 420, APPROACHING CERTAIN STATIONARY VEHICLES.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

Section 1. That Section 420, APPROACHING CERTAIN STATIONARY VEHICLES, of the City of Waterloo Traffic Code is hereby un-reserved and added as follows:

1. The operator of a motor vehicle approaching a stationary authorized emergency vehicle that is displaying flashing lights, as permitted under *section 321.423*, shall approach the authorized emergency vehicle with due caution and shall proceed in one of the following manners, absent any other direction by a peace officer:

a. Make a lane change into a lane not adjacent to the authorized emergency vehicle if possible in the existing safety and traffic conditions.

b. If a lane change under paragraph "a" would be impossible, prohibited by law, or unsafe, reduce the speed of the motor vehicle to a reasonable and proper speed for the existing road and traffic conditions, which speed shall be less than the posted speed limit, and be prepared to stop.

2. The operator of a motor vehicle approaching a stationary towing or recovery vehicle, a stationary utility maintenance vehicle, a stationary municipal maintenance vehicle, a stationary highway maintenance vehicle, a stationary construction vehicle, or a stationary solid waste or recycling collection service vehicle, that is displaying flashing lights, as permitted under *section 321.423*, shall approach the vehicle with due caution and shall proceed in one of the following manners, absent any other direction by a peace officer:

a. Make a lane change into a lane not adjacent to the stationary motor vehicle if possible in the existing safety and traffic conditions.

b. If a lane change under paragraph "a" would be impossible, prohibited by law, or unsafe, reduce the speed of the motor vehicle to a reasonable and proper speed for the existing road and traffic conditions, which speed shall be less than the posted speed limit, and be prepared to stop.

3. The operator of a motor vehicle approaching a stationary motor vehicle that is continually displaying its emergency signal lamps flashing simultaneously shall approach the vehicle with due caution and shall proceed in one of the following manners, absent any other direction by a peace officer:

a. Make a lane change into a lane not adjacent to the stationary motor vehicle if possible in the existing safety and traffic conditions.

b. If a lane change under paragraph "a" would be impossible, prohibited by law, or unsafe, reduce the speed of the motor vehicle to a reasonable and proper speed for the existing road and traffic conditions, which speed shall be less than the posted speed limit, and be prepared to stop.

4.

a. A person convicted of a violation of this section commits a simple misdemeanor punishable as a scheduled violation under *section 805.8A*, subsection 11.

b. A person convicted of a violation of this section which resulted in an accident causing bodily injury to or the death of another person may be subject to the following penalties in addition to the penalty provided for a scheduled violation in *section 805.8A*, subsection 11, or any other penalty provided by law:

(1) For a violation causing bodily injury to another person, a fine of five hundred dollars.

(2) For a violation causing death, a fine of one thousand dollars.

c. Upon receiving a record of a person's conviction for a violation under paragraph "a" which resulted in an accident causing damage to the property of another person or bodily injury to or death of another person, the department shall suspend the person's driver's license or operating privileges, upon thirty days' notice and without preliminary hearing, as follows:

(1) For a violation causing damage to the property of another person, but not resulting in bodily injury to or death of another person, the department shall suspend the violator's driver's license or operating privileges for ninety days.

(2) For a violation causing bodily injury to another person, the department shall suspend the violator's driver's license or operating privileges for one hundred eighty days.

(3) For a violation causing death, the department shall suspend the violator's driver's license or operating privileges for one year.

Section 2. If any section, provision or part of this chapter shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this chapter as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 3. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

INTRODUCED: _____, 2026
PASSED 1st CONSIDERATION: _____, 2026
PASSED 2nd CONSIDERATION: _____, 2026
PASSED 3rd CONSIDERATION: _____, 2026

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
David Boesen, Mayor

ATTEST:

_____
Kelley Felchle
City Clerk

COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Aaron McClelland, Captain
Police Department

MEETING DATE

March 2, 2026

AGENDA ITEM TITLE

Ordinance amending the City of Waterloo Traffic Code by un-reserving Section 421 and adding a new Section 421, Use of Electronic Device while driving.

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. Traffic Code Hand Held Device Ban 2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF WATERLOO TRAFFIC CODE BY UN-RESERVING AND ADDING SECTION 421, USE OF ELECTRONIC DEVICE WHILE DRIVING.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

Section 1. That Section 421, USE OF ELECTRONIC DEVICE WHILE DRIVING, of the City of Waterloo Traffic Code is hereby un-reserved and added as follows:

1. For purposes of this section:

a. "Electronic device" means a device that is powered by electricity, including by a battery, and that is capable of being used to compose, send, receive, or read an electronic message, or that is capable of storing, retrieving on-demand, or displaying videos, movies, broadcast television images, visual images, or audio or video data files. "Electronic device" includes but is not limited to a telephone including a cellular telephone, personal digital assistant, portable or mobile computer including a tablet, two-way messaging device, electronic gaming device, and any substantially similar portable device that is used to initiate, store, or receive electronic communication, information, or data. "Electronic device" does not include a device that is physically or electronically integrated into a motor vehicle, including but not limited to an integrated global positioning system or navigation system when the destination is entered into such system before the vehicle is in motion.

b. "Use" includes but is not limited to holding, viewing, or manipulating an electronic device.

c. "Voice-activated or hands-free mode" means an attachment, accessory, application, wireless connection, or built-in feature of an electronic device or motor vehicle that allows a person to use verbal commands or a single touch to activate or deactivate the device or a function or software application of the device. "Voice-activated or hands-free mode" does not include accessing nonnavigation video content, engaging in a video call, accessing or engaging in video streaming, accessing gaming data, or reading an electronic message or notification.

2. A person shall not use an electronic device while driving a motor vehicle unless the motor vehicle is at a complete stop off the traveled portion of the roadway, or as far away from the center of the roadway as is practicable if the vehicle cannot be entirely removed from the traveled portion of the roadway.

a. A person does not violate this section by using an electronic device in a voice-activated or hands-free mode.

b. The provisions of this subsection relating to the use of an electronic device do not apply to the following persons:

(1) A member of a public safety agency, as defined in *section 34.1*, performing official duties.

(2) A health care professional in the course of an emergency situation.

(3) A person receiving safety-related information including emergency or weather alerts.

(4) A person using an electronic device for the purpose of reporting an emergency situation, including any continued communication with emergency personnel during the emergency situation or public transit personnel responding to a transit-specific situation.

(5) A person operating an implement of husbandry.

(6) A person using a two-way radio transmitter or receiver who is licensed with the federal communications commission in amateur radio service.

(7) A member of a public transit system, as defined in *section 324A.1*, performing official duties while in a vehicle that is not in motion.

(8) A utility maintenance employee or contractor using an electronic device while in a utility maintenance vehicle, for the purpose of providing utility services including but not limited to cable, electric, natural gas, telephone, telecommunication, water, and wastewater treatment services, provided the employee or contractor is acting within the scope of their employment or agency.

(9) A transportation network company driver, as defined in *section 321N.1*, while engaged in a prearranged ride, as defined in *section 321N.1*, provided the vehicle is not in motion.

(10) A person using an electronic device for the purpose of accessing or using a fleet management system.

3. Nothing in this section shall be construed to authorize a peace officer to confiscate an electronic device from the driver or occupant of a motor vehicle.

4.

a. A person convicted of a violation of this section is guilty of a simple misdemeanor punishable as a scheduled violation under *section 805.8A*, subsection 14, paragraph "l".

b. A violation of this section shall be considered a moving violation for purposes of this chapter and rules adopted pursuant to this chapter.

Section 2. If any section, provision or part of this chapter shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of this chapter as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 3. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

INTRODUCED: _____, 2026
PASSED 1st CONSIDERATION: _____, 2026
PASSED 2nd CONSIDERATION: _____, 2026
PASSED 3rd CONSIDERATION: _____, 2026

PASSED AND ADOPTED this ____ day of _____, 2026.

_____
David Boesen, Mayor

ATTEST:

_____
Kelley Felchle
City Clerk