



**THE CITY COUNCIL OF WATERLOO, IOWA
WORK SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, May 18, 2026
4:00 PM**

RULES FOR WORK SESSION PUBLIC COMMENT

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 council shall not receive any public comment during a work session.

Roll Call.

Agenda, as proposed or amended.

Approval of Minutes of the May 4, 2026, Council Work Session, as proposed or amended.

4:00 p.m. Update from Black Hawk County Solid Waste Commission.

Submitted by: Randy Bennett, Public Works Division Manager

Approx. 4:30 Update from Main Street Waterloo.

p.m. Submitted by: Noel Anderson, Community Planning and Development Director

Approx. 4:50 Discussion of changes to the public comment section of the council agenda.

Submitted by: Hector Salamanca Arroyo, Ward 5 Council member

ADJOURNMENT

Kelley Felchle
City Clerk

May 4, 2026

COUNCIL WORK SESSION
Harold E. Getty Council Chambers
Pre-Meeting Items

Roll Call.

Members present: Mayor Dave Boesen in the Chair. Roll Call: Mr. Schmitt, Mr. Morrow, Ms. Berry, Mr. Salamanca, Mr. Martin and Mr. Simon. Ms. Creighton-Smith was absent.

Agenda, as proposed or amended.

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

Approval of Minutes of the April 20, 2026, Council Work Session, as proposed or amended.

Simon/Martin
that the minutes of April 20, 2026, Council Work Session, as proposed be approved. Voice vote-Ayes: Six. Motion carried.

Work Session Items

Discussion of a city manager.

Mr. Salamanca shared that he has been approached by constituents to begin a conversation about pivoting our current form of governance to the inclusion of either a city manager or a city administrator. He shared a PowerPoint presentation outlining the key differences between the two and provided suggestions on the next steps for this consideration.

Mr. Simon thanked Mr. Salamanca for his work and commented that the two largest cities in Iowa without a Manager/Administrator are us and Council Bluffs, which also have the highest tax rates. He further explained the reasons he believes it is beneficial to look at the position.

Mr. Schmitt thanked Mr. Salamanca for doing the work on the presentation. He questioned why Cedar Rapids and Des Moines were not considered as comparisons.

Mr. Salamanca shared that he chose cities that were relatively comparable in size that already had research in place that was easily accessible. He further shared that all the information in his PowerPoint came from the League of Cities, so we know it is vetted and quality data.

Mayor Boesen commented that he was part of a group exploring a city manager. He believes that a council-manager form of government should be explored to help remove the politics of the position. He shared that the success of the city cannot be based on the next election cycle. He stated that he is in favor of a council-manager form of government.

Mr. Simon commented that we should also look for cities that have recently hired a city

manager, find out what was going on in that city prior and what affect it has had. He shared that in order for our citizens to have confidence in such a change, they will need to hear and see this.

Discussion of changes to sewer rates.

Randy Bennett, Public Works Division Manager, provided an overview of upcoming sewer projects planned for Waste Management.

Bridgett Wood, Finance Director, provided an overview of the reason for the five percent increase.

Mr. Morrow questioned if this rate increase will be charged separately or will continue to be combined in the Water Works billing.

Bridgett Wood confirmed it would continue to be combined in the billing.

Mayor Boesen commented that people are reaching out to him about the convenience fee. People are upset that they were charged the quarterly fee and now that it is switching to monthly, they will be charged the fee more often. He added that that is something that the Water Works would have to work out.

ADJOURNMENT

Simon/Martin

that the council adjourn at 4:33 p.m. Voice vote-Ayes: Six. Motion carried.

Kelley Felchle
City Clerk

ARTICLE A. HOTEL AND MOTEL TAX

SECTION:

1-8A-1: Tax Imposed

1-8A-2: Definitions

1-8A-3: Administration

1-8A-4: Fund Credited

1-8A-5: Tax Permit

1-8A-6: Provisions Of Retail Sales Tax Applicable

1-8A-7: Local Transient Guest Tax Fund

1-8A-1: TAX IMPOSED:

There is hereby imposed by ordinance of the city council a hotel and motel tax at a rate of seven percent (7%) upon the gross receipts from the renting of any and all rooms, apartments or sleeping quarters in any hotel, motel, inn, public lodging house, rooming house or tourist court, or in any place where sleeping accommodations are furnished to transient guests for rent, whether with or without meals. The tax shall apply only within the corporate boundaries of the city.

The hotel and motel tax shall be imposed on April 1, 1981, following the notification of the state director of revenue and finance. Once imposed, the tax shall remain in effect at the rate imposed continually and perpetually thereafter until terminated by ordinance of the city council. (Ord. 4052, 11-14-1994)

1-8A-2: DEFINITIONS:

RENTING AND RENT: Includes any kind of direct or indirect charge for such rooms, apartments, sleeping quarters or the use thereof. However, such tax shall not apply to the gross receipts from the renting of a room, apartment or sleeping quarters while rented by the same person for a period of more than thirty one (31) consecutive days. (Ord. 4052, 11-14-1994)

1-8A-3: ADMINISTRATION:

The state director of revenue and finance shall administer the provisions of the hotel and motel tax as nearly as possible in conjunction with the administration of the state tax law.

Said director shall provide appropriate forms, or provide on the regular state tax forms, for reporting the hotel and motel tax liability. All monies received or refunded one hundred eighty (180) days after the date on which the city terminates the hotel and motel tax shall be deposited in or withdrawn from the state general fund. (Ord. 4052, 11-14-1994)

1-8A-4: FUND CREDITED:

The director of revenue and finance of the state, in consultation with local officials, shall collect and account for the hotel and motel tax and shall credit all revenues to a "local transient guest tax fund" as set forth in Iowa Code chapter 422A. (Ord. 4052, 11-14-1994)

1-8A-5: TAX PERMIT:

No tax permit other than state tax permit required under Iowa Code section 422.53 may be required by local authorities. (Ord. 4052, 11-14-1994)

1-8A-6: PROVISIONS OF RETAIL SALES TAX APPLICABLE:

The tax herein imposed and levied shall be in addition to any state sales tax imposed under Iowa Code section 422.43. The provisions of Iowa Code sections 422.25(4), 422.30, 422.48 to 422.52, 422.54 to 422.58, 422.67, 422.68, 422.69(1), and 422.70 to 422.75, consistent with chapter 422A, shall apply with respect to the taxes authorized under said chapter 422A, in the same manner and with the same effect as if the hotel and motel taxes were retail sales taxes within the meaning of those statutes. Notwithstanding the provisions of this section, the director of revenue and finance of the state shall provide for only quarterly filing of returns as prescribed in Iowa Code section 422.51. Further, said director may require all persons as defined in Iowa Code section 422.42, who are engaged in the business of deriving gross receipts subject to tax under Iowa Code chapter 422A, to register with the department of revenue and finance of the state. (Ord. 4052, 11-14-1994)

1-8A-7: LOCAL TRANSIENT GUEST TAX FUND:

A. There is created in the office of the state treasurer a local transient guest tax fund which shall consist of all monies credited to such fund under this article.

B. All monies in the local transient guest tax fund shall be remitted at least quarterly by the state treasurer, pursuant to rules of the director of revenue and finance of the state, to the city in the amount collected from business in the city.

C. Monies received by the city from this fund shall be credited to the general fund of the city, subject to the provisions of subsection D of this section.

D. The revenue derived from any hotel and motel tax authorized by this article shall be used as follows:

1. The first three hundred thousand dollars (\$300,000.00) of revenue to repayment of bonded indebtedness issued by the city for incentives in support of the Lost Island Theme park project.

2. The remaining amount collected shall be allocated as follows:

a. Fifty percent (50%) to Experience Waterloo, formerly known as the Waterloo convention and visitors bureau, for the promotion of tourism.

b. Twenty percent (20%) to the Waterloo Convention Center.

c. Ten percent (10%) to the Waterloo city council for discretionary purposes.

d. ~~Twenty percent (20%)~~ Fifteen percent (15%) to recreation, culture, conventions, and entertainment. The board of directors of Experience Waterloo shall make recommendations every January to the city council concerning the allocation of these funds.

e. Five percent (5%) to Main Street Waterloo for the purpose of downtown economic vitality, business development, placemaking, and district revitalization efforts. (Ord. 4052, 11-14-1994; amd. Ord. 4584, 10-28-2002; Ord. 5758, 4-15-2024)

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, ~~2025~~2026, by and between Main Street Waterloo, whose address for the purposes of this agreement shall be 512 Mulberry Street, Waterloo, Iowa 50703 (referred to as the “Client”), and the City of Waterloo (referred to as the “City”).

WHEREAS, City desires to engage the services of Client to furnish technical and professional assistance in connection with the redevelopment of downtown Waterloo and including, but not limited to, implementing the “Downtown Urban Renewal Plan”; and the Client has indicated its willingness to provide such technical and professional services to the City.

NOW, THEREFORE, the parties mutually agree as follows:

A. Scope of Client Services

The Client agrees to perform in a good professional manner the “services outlined in Attachment “A”; a copy of which is attached and made a part of this Agreement.

B. Materials to be Provided by the City

In the event that any information, data, reports, records and maps exist, are available to the City, and may be useful for Client’s carrying out the services of the Agreement, these materials shall be promptly furnished to the Client without its cost or expense.

C. Meetings and Reports

Upon reasonable notice, the client agrees to attend a reasonable number of meetings with the City of Waterloo, and staff during the life of the Agreement. In addition, the Client will produce reports, studies and memorandums in connection with carrying out the services outlined in the Agreement with the City.

D. Subcontractors

Client may elect to use subcontractors to perform certain portions of the services. Client shall remain responsible for all services.

E. Changes

Any changes in this Agreement, including Scope of client Services and any modification of the amount of compensation, shall be first mutually agreed upon by City and Client and incorporated into a written amendment.

F. Compensation and Payment Method

For services to be rendered under this Agreement, the City shall pay Client's fee of ~~\$66,000~~\$70,000 during the City's Fiscal year ~~2026~~2027, 2028, and 2029, which commences July 1, ~~2025-2026~~ and runs through June 30, ~~2026~~2029. Payments shall be made on or by July 31 in the amount of ~~\$33,000~~\$35,000 and by Jan 31 in the amount of ~~\$33,000~~\$35,000 of the respective year(s) in which said payment is due upon presentation of an invoice by client.

In addition to the annual fee described above, the City shall allocate to Client an amount equal to five percent (5%) of the annual Hotel/Motel tax revenues collected by the City during each fiscal year of the Agreement. This allocation is intended to provide a dedicated and scalable funding source that aligns with tourism activity and supports Client's ongoing efforts to enhance the downtown district, strengthen the visitor experience, and promote economic vitality. Payment of these funds shall be made on a schedule mutually agreed upon by the parties and consistent with the City's receipt of such tax revenues.

G. Time of Performance and Delays beyond Client's Control

The services of the Client shall begin upon receipt of an executed copy of this Agreement, and shall, except for causes beyond Client's control, be completed in a timely manner. The completion of services by client shall be contingent, among other things, upon the timely receipt from the City, data and reports described in Paragraph B above. Further, the Client shall not be in default by reason of any failure in terms, if such failure arises out of reasonable causes beyond the control and without the fault or, negligence of the Client. Such causes may include, but are not limited to, acts of government in its sovereign capacity, fires, floods, epidemics, strikes and unusually severe weather. This agreement shall begin upon receipt of an executed copy of this Agreement, and shall terminate June 30, ~~2026~~2029

H. Non-discrimination

Client agrees not to discriminate by reason of age, race, religion, color, sex, natural origin, or handicap unrelated to the duties of a position of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

I. Extra Work

If requested and authorized in writing by the City and approved by Client, Client will be available to furnish or obtain from others extra work and be compensated for said work beyond the lump sum amount fixed in Paragraph F above. Extra work can be work of the following type:

1. Extra Work, including, but not limited to changes in size, complexity, or character of the work items.

2. Additional or extended services including study administration due to:
 - a) the prolongation of the Agreement time through no fault of Client
 - b) the acceleration of work schedule involving services beyond normal working hours; or
 - c) nondelivery of any materials, data or other information to be furnished by the City or others not within the control of Client
3. Other additional services requested and authorized by the City which are not otherwise provided for under this Agreement. The fee for any extra work shall be mutually determined by the City and the client and incorporated in written signed amendment to the Agreement, approved by Main Street Waterloo and the Waterloo City Council.

J. Notices

All notices, communication and/or demands given pursuant hereto shall be in writing and shall be deemed sufficient if sent by certified mail, return receipt requested, addressed as set forth in the first paragraph hereto. The date of mailing shall be deemed the date of service. Either party may change the address for notice by the aforesaid procedure.

K. Entire Agreement

This agreement and the matter expressly referred to herein constitute the entire Agreement between the parties. No representations, warranties, undertakings or promises have been made by either, party hereto unless expressly stated herein. All amendments hereto, if any, shall be in writing and executed by the parties.

IN WITNESS WHEREOF, Client and City have executed and delivered this Agreement all on the date first above written.

CLIENT
MAIN STREET WATERLOO

CITY
CITY OF WATERLOO

By: _____
President

By: _____
~~Quentin Hart~~ Dave Boesen, Mayor

Witness: _____

Witness: _____

Date: _____

Date: _____

ATTACHMENT “A”

Scope of Client Services

- A. Implement the Main Street Waterloo Program using the Four Point approach.
- B. Participate in events in the Downtown area. Attend quarterly meetings with Planning Staff and provide an annual report of those events to the City Council including attendance and the economic impact of those events to the City.
- C. Make regular business contacts during the period of this contract with a goal of 100 or more meetings. These contacts may include property owners, developers, or business owners etc. Provide a report of these contacts on the quarterly report to the City.
- D. Work with the City on downtown development projects during this contract period. This may include rehabilitation, new construction, or major façade improvements etc. (sign replacements are excluded). Provide a report of these projects on the quarterly report to the City.
- E. Track the capital investment made in the downtown each year. Provide a calculation on the increased taxable value and the number of new businesses and employees added or lost each year. Provide a report of this information on the quarterly report to the City.
- F. Devise and implement a retail and commercial marketing program in conjunction with existing and proposed downtown property owners and developers. Provide an annual report of this activity to the City.
- G. Coordinate the efforts of numerous Government agencies and Government programs downtown. Provide an annual report of this activity to the City.
- H. Develop a program of economic development including the conversion of upper floors for housing and offices. Provide an annual report of this activity to the City.
- I. Advise and assist with the Downtown Waterloo Riverfront Urban Renewal and Redevelopment Plan. Provide an annual report of this activity to the City.
- J. Advise, assist, and implement if appropriate, project coordination, information gathering, and sharing of information for emergency funding revenue, programs, etc., associated with State IEDA, Federal disaster funds, or similar funding sources.

MEMORANDUM

To: City of Waterloo

From: Main Street Waterloo

Date: 4/22/2026

Subject: Proposed Updates to Professional Services Agreement with Main Street Waterloo

Main Street Waterloo values the strong and productive partnership we have built with the City of Waterloo. Together, we have made meaningful progress in strengthening Downtown as a vibrant center for business, culture, and community life. We are grateful for the City's continued support and shared commitment to this work.

As we look toward the future, we are requesting several updates to our Professional Services Agreement to better align with long-term planning, financial sustainability, and the evolving needs of Downtown Waterloo.

Proposed Agreement Updates

1. **Transition to a Three-Year Agreement Term**

We propose shifting from an annual agreement to a three-year Professional Services Agreement. This adjustment will provide greater stability for planning, staffing, and program development.

- Main Street Waterloo will continue to present annual updates and reports to the City.
- The full agreement would be reviewed, updated, and approved every three years.

2. **Increase to Agreement Amount**

To ensure operations remain sustainable and competitive, we request an increase to \$70,000 per year from the Downtown TIF, for the duration of the agreement. This adjustment will maintain operational capacity and support the continued leveraging of significant private investment, directly reinforcing redevelopment and growth within the TIF district.

3. **Dedicated Funding Allocation from Hotel/Motel Tax (5%)**

We request a guaranteed allocation of 5% of annual Hotel/Motel tax revenue to support Main Street Waterloo's efforts. As tourism and visitation increase, this funding structure would create a direct reinvestment into the district that attracts those visitors in the first place. This approach strengthens the district's ability to enhance the visitor experience, support local businesses, and reinforce ongoing tourism investment.

These adjustments are both measured and strategic. They reflect the increased complexity of development projects, rising costs, and the need to remain competitive in attracting and retaining investment. At the same time, they preserve accountability by tying resources to performance and outcomes.

The demonstrated return on investment, over \$211 M in public and private investment, underscores the importance of continuing to strengthen this partnership. The requested

changes will position the program to sustain this trajectory, support new opportunities, and ensure that the City continues to see strong economic returns from its investment.

Main Street Waterloo remains committed to transparency, accountability, and measurable outcomes. We believe these proposed updates will strengthen our ability to serve Downtown Waterloo and maximize the City's return on investment.

We appreciate your continued leadership and support, and look forward to continuing this important partnership.

Respectfully submitted,
Main Street Waterloo

MAIN STREET ●●●● WATERLOO



JULY 2025 – MAY 2026 UPDATE



100⁺

CITY BLOCKS



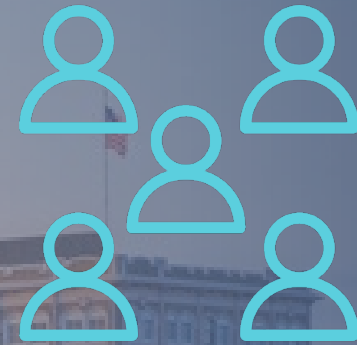
280⁺

BUSINESSES

150⁺

PROPERTY OWNERS





21,021

POPULATION
WITHIN 5 MIN DRIVE

35.5

MEDIAN AGE
WITHIN 5 MIN DRIVE



21,579

DAYTIME POPULATION
WITHIN 5 MIN DRIVE

\$161.17 M

PRIVATE INVESTMENT



318

BUILDING PROJECTS



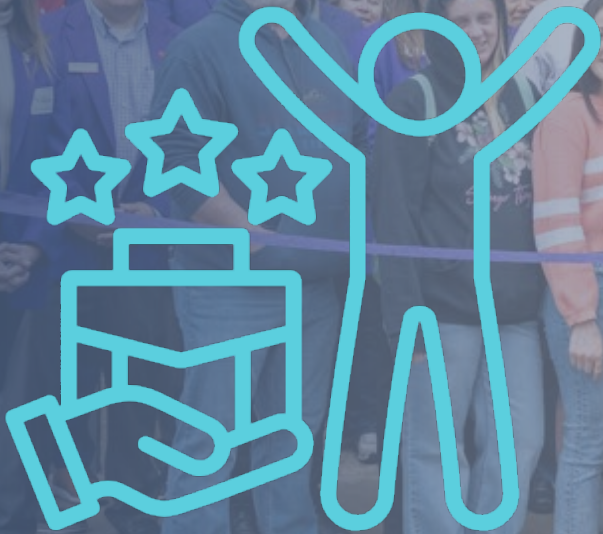
244

NET NEW BUSINESSES



706

NET NEW EMPLOYEES



99,436

VOLUNTEER HOURS



26%

INCREASE IN FUNDRAISING





40⁺

EVENTS ANNUALLY

30,000⁺

ATTENDEES ANNUALLY



TRANSFORMATION STRATEGIES



CHANGING THE
NARRATIVE

Candid
PHOTOGRAPHY
By Diane Ebert



SUSTAINING
OUR
MOMENTUM



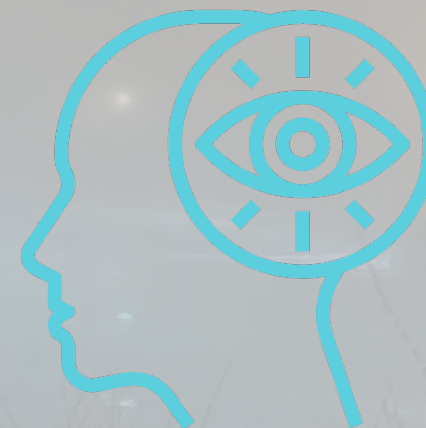
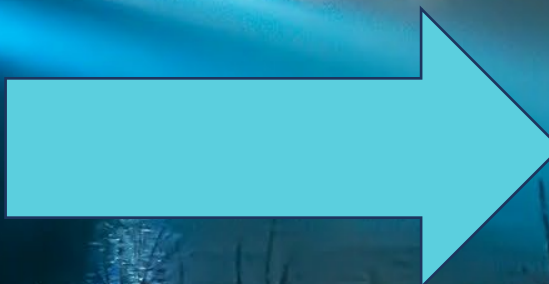
THIS IS YOUR
DOWNTOWN



TRANSFORMATION STRATEGIES



CHANGING THE
NARRATIVE



ELEVATING
IMPRESSIONS

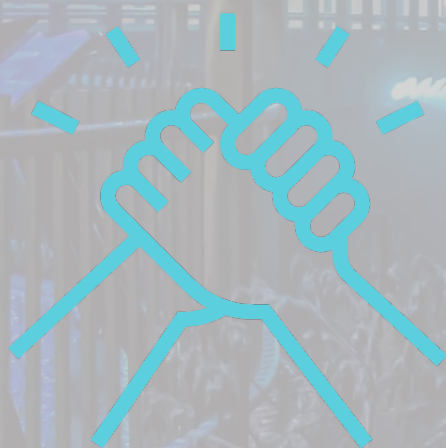
Candid
PHOTOGRAPHY
By Diane Ebert

MAIN STREET
WATERLOO

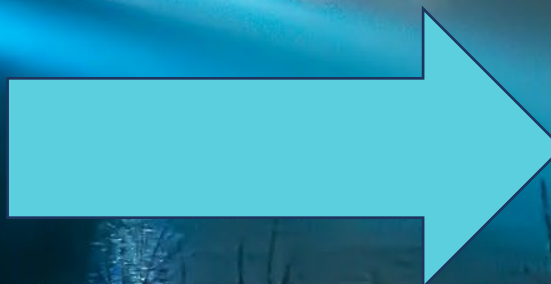
MAIN STREET
IOWA



TRANSFORMATION STRATEGIES



THIS IS YOUR
DOWNTOWN



COMMUNITY
SERVING

Candid
PHOTOGRAPHY
By Diane Ebert

MAIN STREET
WATERLOO

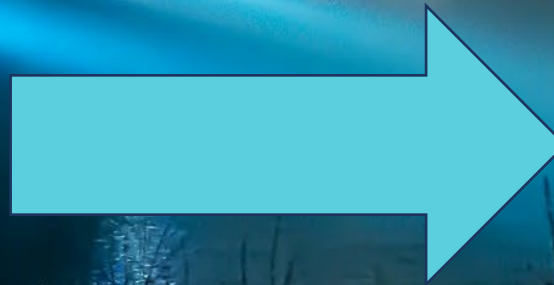
MAIN STREET
IOWA



TRANSFORMATION STRATEGIES



SUSTAINING
OUR
MOMENTUM



BUILDING A
STRONG &
SUSATAINABLE
ORGANIZATION



THE ASK

3 Year

AGREEMENT

\$70,000

PER YEAR OUT OF TIF

5%

HOTEL/MOTEL





MAY 12TH 2026

PUBLIC COMMENTS SECTION OF THE AGENDA WORK SESSION

COUNCILMAN
HECTOR A. SALAMANCA ARROYO



Public Comments section of the agenda, what is it?

Commonly seen as an opportunity for citizens to express their viewpoints, thoughts, comments, in front of the City Council of Waterloo.

Speakers speak in front of the audience, both in person & televised. Speakers provide their name, address, and have up to 3 minutes. Once timer goes off, speaker is to yield their time back to the presiding officer (Mayor of Waterloo).

Public Comments Section of the Agenda and its requirements are outlined in section 1-4A-33 of the Waterloo Municipal Code.



CITY COUNCILS ROLE:

As outlined in Iowa Code Chapter 21.7:

...Nothing in this chapter shall prevent a governmental body from making and enforcing reasonable rules for the conduct of its meetings to assure those meetings are orderly, and free from interference or interruption by spectators. [C79, 81, §28A.7] C85, §21.7

As such, public comments section of the agenda can be regulated by council to enforce the following:

Time Limits

Registration of Speakers

Restriction on Loud or Disruptive Speech

Bans on Signs & Banners

Limit speakers to residents of the locality (city)

Restricting comments to specific items on the agenda

Our Public Comments Section of the Agenda, as part of our council meetings is viewed as being a "Limited Public Forum".

CASE LAW ACROSS THE COUNTRY

There are notable cases in which the courts have dealt with the issues the City of Waterloo is dealing with in regards to the public comments section of the agenda and as a “Limited Public Forum”:

Below are cases regarding the topic of Limited Public Forums:

Rowe v. City of Cocoa (11th Circuit, 2004): The United States Court Of Appeals, 11th Circuit, rejected a challenge to the city council’s restriction allowing only citizens or taxpayers of the municipality to speak during “delegation meetings” (their form of public comments section of the agenda).

McDonough v. Garcia (11th Circuit, 2024): The United States Court of Appeals, 11th Circuit, ruled that the City of Homestead's city council meetings, which restrict public comment to matters "pertinent to the City," are limited public forums.

SUGGESTED COURSE OF ACTION



- Suspension of public comment section of the agenda from regular meeting agenda.
- Iowa Code Chapter 21 does not require a designated comment period.
- Improves meeting efficiency and focus on scheduled business.
- Residents retain access through direct communication, written and electronic correspondence.

WHY NOW?

1

Council Meetings are Business Meetings.

Council meetings are meant for governance: the act of enacting policies, resolutions, motions, in order to move the city forward.

2

Respecting Council procedures and the role of limited public forums.

Council has the right as outlined by Iowa Chapter 21 and Roberts Rules of Order, to want an orderly and structured meeting where council business is handled in an efficient and procedurally orderly manner.

3

Waterloo can be a Leader in governance.

City of Waterloo can be a leader in effective and efficient governance, ensuring meetings are timely and relevant to the issues at hand, highlighting our commitment to citizens and taxpayers of Waterloo.