



**THE CITY COUNCIL OF WATERLOO, IOWA
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, June 1, 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, Kelley Felchle, City Clerk.

Approval of Agenda as proposed or amended.

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

CONSENT AGENDA

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

items. 1-4A-16(A)(8).

1. Bills Payment, Finance Committee Invoice Summary Report, a copy of which is on file in the office of the City Clerk.
2. Resolution approving the request of Dan Holschlag for a waiver for a concrete driveway, located at 1103 Upton Avenue (approach on Aladdin Street), with the elimination of the sidewalk section due to inability to meet grade requirements.
3. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as June 25, 2026, and date of public hearing as July 20, 2026, in conjunction with Asbestos Abatement Services, Contract AB-2026-06-01P (1442 Sycamore Street, former Rath buildings), and instruct the City Clerk to publish notice.
4. Resolution setting the date of public hearing as July 6, 2026, to approve the final selection of route and authorizing to acquire or condemn necessary property for right-of-way, permanent easements, and temporary easements related to the Katoski Drive/Huntington Road reconstruction, generally located east and south of 1350 Katoski Drive, extending to the west city limits line, and instruct the City Clerk to publish public notice.
5. Resolution approving award of hotel/motel tax council discretionary funds to the Americans for Independent Living, in the amount of \$20,000.00, for the Field of Honor Project, commemorating America's 250th Anniversary and honoring veterans, active military personnel, and those who have served our nation.
6. Motion to approve Change Order No. 01 with K & W Electric, Inc., of lump sum modification, for a net increase of \$38,822.50, in conjunction with Broadway Traffic Adaptive Project, Contract No. 785, and authorizing the Mayor and City Clerk to execute said document.
7. Communication from the Street Department on the notice of the conclusion of employment of Haris Tricic, Equipment Operator II, effective May 1, 2026, with recommendation of approval of payout of \$4,279.22 for unused benefits.
8. Motion to receive and file Leisure Services Commission Board minutes of April 14, 2026.
9. Motion to receive and file Airport Board minutes of April 13, 2026.
10. **Sara Varda**, Board/Commission: Civil Service Commission, Expiration Date: June 1, 2032, New appointment.
11. **Emily Hanson**, Board/Commission: Waterloo Convention and Visitors Bureau, Expiration Date: June 1, 2029, New appointment.
12. **Liquor Licenses**
American Legion, 728 Commercial Street, Class C w/Sunday Sales, (Ownership Update) Exp:06/14/2026.
CVS Pharmacy #8544, 1825 E. San Marnan Drive, Class E w/Sunday Sales (Renewal) Exp:05/31/2027.
Edo's Sports Bar, 110 E. 11th Street, Class C w/Sunday Sales, (Renewal) Exp:05/07/2027.
Fraternal Order of Eagles No. 764, 202 E, 1st Streetm Ckass F w/Sunday Sales (Ownership Update) Exp:07/14/2026.

Hickory House, 315 Park Road, Class C w/Sunday Sales (Ownership Updates)
Exp:05/23/2027.
Metro Mart #1, 3201 W. 4th Street, Class B w/Sunday Sales (Renewal) Exp:07/06/2027.
Metro Mart #4, 2332 Falls Avenue, Class E w/Sunday Sales (Renewal) Exp:06/30/2027.
National Cigar Store/Sycamore Convenience, 617-619 Sycamore Street, Class E w/Sunday
Sales, (Renewal) Exp:03/11/2027.
Walgreens #10855, 1850 Logan Avenue, Class E w/ Sunday Sales (Renewal)
Exp:06/16/2027.
Wal-Mart Supercenter #1496, 1335 Flammang Drive, Class E w/Sunday Sales (Premises
Update) Exp:09/30/2026.

13. **Cigarette/Tobacco/Nicotine/Vapor Permits**

BJ's Sports Bar & Billiards, 110 IDA Street (Retail Tobacco)
Club Ambassador, 313 W. 5th Street (Machine)
K-ZAR, 1761 Independence Avenue, (Retail Tobacco)
Logan Avenue Convenience Store, 735 Logan Avenue (Retail Tobacco)
Logan Avenue Convenience Store, 735 Logan Avenue (Device Permit)
Ray's Supermarket, 1975 Franklin Street (Retail Tobacco)
Smoke.O.S., 1509 Flammang Drive (Retail Tobacco)
Walgreens #10855, 1850 Logan Avenue (Retail Permit)
Walgreens #3590, 3910 University Avenue (Retail Permit)

14. Bonds.

RESOLUTIONS

1. Resolution approving an Employment Agreement with Rob Duncan for the position of Police Chief, and authorizing the Mayor to execute said document.
Submitted by: Dave Boesen, Mayor
2. Resolution approving a Cost Optimization Engagement Agreement with Merchant Cost Consulting LLC, for analyzing merchant services accounts and provide comprehensive cost optimization, advisory, audit, negotiation, and vendor management services across our merchant services, and authorizing the Mayor to execute said document.
Submitted by: Bridgett Wood, Finance Director
3. Resolution approving an Educational Services Contract with Grout Museum, Inc., in the amount of \$625,000.00, to provide educational services and enhance the quality of life for the residents of Waterloo, Iowa, from July 1, 2026 - June 30, 2027, and authorizing the Mayor to execute said document.
Submitted by: Bridgett Wood, Finance Director
4. Resolution approving award of Parking Operations and Management Services RFP to PCI Municipal Services LLC, and approving an agreement for parking operations management with said company with a start date of July 1, 2026, with a five year term and renewal options as listed in said agreement, and authorizing Mayor and City Clerk to execute said document.
Submitted by: Bridgett Wood, Finance Director, Safiah Elahi, Traffic Operations Director

5. Resolution approving a Second Amendment and Collateral Assignment of the Development Agreement with BKKS Holdings, LLC and Farmers State Bank, and authorizing the Mayor to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

6. Resolution approving First Amendment to the Development Agreement with Perry and Michelle Gamblin, originally executed June 3, 2024, extending the timeline by twelve months for the construction of a minimum twenty-four-foot by twenty-four-foot accessory structure, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

7. Resolution approving a Development and Minimum Assessment Agreement with Black River Bells, LLC, for the construction of an approximately 2,000 square-foot commercial building with a minimum assessed value of \$1,045,000.00, including CURA tax abatement, located at 2065 Logan Avenue, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

8. Resolution approving a Development and Minimum Assessment Agreement with Highlands Enterprises, LLC, for the renovation of property located at 4000 University, including ten-years at ninety percent rebates, three-years at eighty percent rebates, and two-years at fifty percent rebates and a minimum assessed value of \$5,500,000.00, and authorizing the Mayor and City Clerk to execute said documents.

Submitted by: Noel Anderson, Community Planning and Development Director

9. Resolution approving a Contract with Midwest Cleaning Pros, of Waverly, Iowa, in the amount of \$103,848.00 annually, in conjunction with the cleaning of City Hall, Carnegie Annex, Waterloo Police Training Center, Veteran's Memorial Hall, and Parking Ramp attached to the Waterloo Building, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

10. Resolution approving an Acquisition Contract and accepting a deed to sell real property to the City of Waterloo, from Jonathan Swarts a/k/a Jonathon Swartz, in the amount of \$60,000.00, for property located at 1708 and 1716 Lafayette Street and the lot between, and authorizing the Mayor and City Clerk to execute said documents.

Submitted by: Noel Anderson, Community Planning and Development Director

11. Resolution accepting and approving a Donation Agreement and approving a Deed to Convey Real Property, to the City of Waterloo, for a partial right-of-way acquisition and Temporary Easement Agreement with D and C Management, LC, for property located at 2133-2159 Fairway Lane, in conjunction with the Fairway Lane Reconstruction Project, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

12. Resolution approving a Permanent Easement Agreement with Love's Travel & Country

Stores, Inc., to serve as a drainage easement, in conjunction with the FY 2024 Sergeant Road Trail Repairs, and authorizing Mayor and City Clerk to execute said document.

Submitted by: Jamie Knutson, City Engineer

13. Resolution approving an Exchange Agreement with Peterson Contractors, Inc., of Reinbeck, Iowa, to allow the exchange of topsoil for fill material in the WARP subdivision, and authorizing the Engineering Department to execute said document.

Submitted by: Jamie Knutson, City Engineer

14. Resolution approving Supplemental Agreement No. 1 with AECOM, of Waterloo, Iowa, in the amount of \$54,200.00, in conjunction with the FY 2025 Biennial Bridge Review Program, and authorizing the Mayor to execute said document.

Submitted by: Jamie Knutson, City Engineer

15. Resolution approving a Cooperative Agreement with the Iowa Department of Transportation, in the amount of \$710,000.00, in conjunction with the FY 2027 Edwards Street Stormwater Lift Station Upgrades, Contract No. 1158, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Jamie Knutson, City Engineer

16. Resolution approving Professional Services Agreement with Strand Associates, Inc., of Madison, Wisconsin, in an amount not to exceed \$128,000.00, for Design Services, Bidding-Related Services, and Construction-Related Services, in conjunction with final Effluent Building Electrical Updates at the Wastewater Treatment Plant, and authorizing the Mayor to execute said documents.

Submitted by: Randy Bennett, Public Works Division Manager

17. Resolution approving a Letter of Intent with Viridi Energy Asset Holdings IV, LLC, of Wilmington, Delaware, for design, construction, and operation of renewable natural gas project at the City's anaerobic lagoon, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Randy Bennett, Public Works Division Manager

18. Resolution approving a Construction-Related Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in the amount of \$385,800.00, in conjunction with the Rehabilitate Runway 18/36 Outside of Runway 12/30 Safety Area, FAA AIP Project No. 3-19-0094-060, and authorizing the Mayor to execute said document.

Submitted by: Steven Kjergaard, Director of Aviation

19. Resolution approving a Professional Services Agreement with HDR Engineering, Inc., of Cedar Rapids, Iowa, in the amount of \$13,525.00, for a concept statement in conjunction with the Ridgeway Avenue and Hammond Avenue Roundabout, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Safiah Elahi, Traffic Operations Director

ORDINANCES

1. An ordinance amending the City of Waterloo Traffic Code by amending subsection (88) Kimball Avenue, of section 543, thru streets.

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances Section 543 (88).

Motion to suspend the rules.

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

Submitted by: Safiah Elahi, Traffic Operations Director

2. An ordinance amending the City of Waterloo Traffic Code by amending subsection (29) Kimball Avenue and Mitchell Avenue, of section 544, All-way stop intersection.

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances Section 544 (29)

Motion to suspend the rules.

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

Submitted by: Safiah Elahi, Traffic Operations Director

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



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving the request of Dan Holschlag for a waiver for a concrete driveway, located at 1103 Upton Avenue (approach on Aladdin Street), with the elimination of the sidewalk section due to inability to meet grade requirements.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Attached is a request for construction of a concrete driveway with the elimination of the sidewalk section due to the inability to meet requirements of the driveway at 1103 Upton Avenue.

I have reviewed this request and recommend its approval subject to the following provisions:

1. Work to be performed by an approved and bonded contractor.
2. A permit is to be obtained from the office of the City Engineer prior to construction.
3. All work shall be performed under the supervision of the City Engineer at no cost to the City of Waterloo.

\$7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.

NEIGHBORHOOD IMPACT

This is a waiver of the City's Standard Specifications for Driveway Construction. It requires Council approval so that it can be recorded to the property, so that the waiver requirements run with the property ownership.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lot 1 in Block 1 in "Alladdin Addition" to the City of Waterloo, Iowa

ATTACHMENTS

1. DW Waiver_1103 Upton Ave

WAIVER

Date: 4-23-26

*approach on
Aladdin Street*

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

I hereby request a waiver to the driveway and sidewalk specifications for the construction of a(n) _____ driveway or sidewalk located at

Concrete
(concrete or asphalt)

1103 Lepton Avenue
(Address)

This waiver is needed because of:

- special surface texture to be used on the concrete approach (i.e., exposed aggregate, brick stamped pattern, paving brick).
- elimination of the sidewalk section due to the inability to meet the grade requirements.
- elimination of the sidewalk section for asphalt driveways.
- placement of a driveway or sidewalk on City right-of-way on an unimproved street.
- Other: _____

I agree to the following:

1. To remove and replace this driveway to an official elevation at no additional expense to the City of Waterloo at such time that sidewalk is constructed.
2. To remove and replace the private driveway, as needed, to an official elevation at no additional expense to the City of Waterloo at such time that curb and gutter is constructed.
3. To pay for any additional expenses for the replacement of any such textured driveway or sidewalk that has been removed for any City of Waterloo project.
4. To employ a bonded contractor who shall obtain a permit from the office of the City Engineer.
5. To have the driveway constructed according to the specifications and policies of the City Engineer and under his supervision.
6. This waiver is for this property only.

Attached herewith is a payment in the amount of twelve dollars (\$12.00) for the purpose of recording this agreement.

Respectfully submitted,

Don Hdschly
Printed Name of Property Owner

[Signature]
Signature of Property Owner



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as June 25, 2026, and date of public hearing as July 20, 2026, in conjunction with Asbestos Abatement Services, Contract AB-2026-06-01P (1442 Sycamore Street, former Rath buildings), and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The property in question, 1442 Sycamore Street, was acquired by the City, and is being abated of asbestos in preparation of demolition.

NEIGHBORHOOD IMPACT

The action is in preparation for demolition, which will remove a blighted building.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Estimate: \$2,210,200. To be paid from EPA Cleanup Grant and Rath TIF.

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

June 1, 2026

AGENDA ITEM TITLE

Resolution setting the date of public hearing as July 6, 2026, to approve the final selection of route and authorizing to acquire or condemn necessary property for right-of-way, permanent easements, and temporary easements related to the Katoski Drive/Huntington Road reconstruction, generally located east and south of 1350 Katoski Drive, extending to the west city limits line, and instruct the City Clerk to publish public notice.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution setting the date of public hearing as July 6, 2026, authorizing to approve the final route selection and acquire or condemn necessary property for right-of-way, permanent easements, and temporary easements related to the Katoski Drive/Huntington Road reconstruction, generally located east and south of 1350 Katoski Drive, extending along Huntington Road to the west city limits line, and instruct the City Clerk to publish public notice.

Attached is a resolution to be used for approval of this action.

NEIGHBORHOOD IMPACT

Construction of Waterloo United High School has begun and the roadway improvements are needed to handle additional traffic that will be created by the new high school.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Resolution to Set Date of Hearing

RESOLUTION NO. 2026 - _____

RESOLUTION SETTING PUBLIC HEARING FOR JULY 6, 2026, ON FINAL SELECTION OF ROUTE OR LOCATION AND FUNDING OF THE RE-DESIGN AND RECONSTRUCTION OF KATOSKI DRIVE/HUNTINGTON ROAD AND ON AUTHORIZATION FOR THE ACQUISITION OR CONDEMNATION, IF NECESSARY, OF PROPERTY, AND DIRECTING THE CLERK TO GIVE NOTICE IN ACCORDANCE WITH LAW.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WATERLOO, IOWA, that the Council of the City of Waterloo, Iowa, shall meet in the Council Chambers in the City Hall in the City of Waterloo, Iowa, at 5:30 p.m. on the 6th day of July, 2026, for the purpose of considering and acting upon final selection of route and authorization to acquire or condemn necessary property required for the re-design and construction of Huntington Road.

BE IT FURTHER RESOLVED that the City Clerk is hereby instructed to cause notice to be mailed and published as required by law, including the publishing of notice in the Waterloo Courier.

PASSED AND ADOPTED this ____ day of _____, 2026.

David Boesen, Mayor

ATTEST:

Kelley Felchle, City Clerk



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Finance Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving award of hotel/motel tax council discretionary funds to the Americans for Independent Living, in the amount of \$20,000.00, for the Field of Honor Project, commemorating America's 250th Anniversary and honoring veterans, active military personnel, and those who have served our nation.

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. 250th Anniversary -- Hotel Motel Tax Application -- City of Waterloo -- signed

2. 250th Anniversary -- Budget 5.14.26
3. AFIL Determination Letter
4. AFIL -- W-9



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 either mail or email to:
City of Waterloo Finance Dept., City Hall,
715 Mulberry St.,
Waterloo, Iowa, 50703

bridgett.wood@waterloo-ia.org

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 Americans for Independent Living

Name of facility/project Black Hawk County Field of Honor

Contact person Trent Hunter

Email trent.hunter@hawkeyecollege.edu

Address of organization or person completing application:

Street 4020 University Avenue

City Waterloo State Iowa Zip 50701

Phone 319 504 4614 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.**

A celebration of our country's 250th birthday is coming to Black Hawk County over the 4th of July!

The Americans for Independent Living (AFIL), Exchange Clubs of the Cedar Valley, Main Street Waterloo and City of Waterloo are hosting the Black Hawk County the Field of Honor. From July 3 – 5, 2026, we will display 1,776 American flags, symbolizing the nation's freedom, unity, and the sacrifices that made them possible. Flags will be displayed throughout the weekend at Veterans Memorial Park, Vietnam Veterans Park, 4th and 5th Street bridges and the parking ramp in downtown Waterloo. Opening and closing ceremonies are also planned and educational resources available throughout the event. Each of the previous 26 flags that our country has flown under will be on display. The recently restored American flag will be on display. It is the first American flag carried into Europe by the 133rd Infantry Regiment when the regiment landed in Belfast on January 26, 1942. Opening and closing ceremonies are also planned and educational resources available throughout the event.

This is an all volunteer event, and both organizations (Exchange and AFIL) are working together in all aspects of its planning and execution.

3. What is the mission of your organization?

The Americas for Independent Living (AFIL) is a local non profit that honors those who've served and supports veterans and their families with safe housing and a resource center where veterans can access essential resources, build community connections, and find the tools they need and thrive.

Exchange Clubs' areas of impact include prevention of child abuse, Americanism, community service & youth programs. Exchange is a nationally affiliated organization. 3 local Exchange Clubs are working together on this project: Exchange Club of Waterloo, Cedar Falls Exchange Club and Waterloo Sunrise Ex

4. How long has your organization been in existence?

Americans for Independent Living was founded in 2015, the National Exchange Club in 1911, the Exchange Club of Waterloo in 1948, Cedar Falls Exchange Club in 1977 and Waterloo Sunrise Exchange Club in 1970.

5. How many staff members and/or volunteers are involved in this organization and the project?

No paid staff. We estimate using approximately 453 volunteers working in 2 or 3 hour shifts for a total of 1,220 volunteer hours. Tasks include flag assembly, staking and placement, grounds, security, fencing, field layout, flag procession, flag placement on bridges, ramp, etc. This does not include time spent by the Steering/Planning Committee, presentations to local civic clubs, radio and TV interviews, fundraising or grant writing.

6. Please indicate all the categories that your projects supports:

- Category 1 – Supports tourism and heads on beds
- Category 2 – Supports and assists community events
- Category 3 – Brings people downtown
- 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.

The Exchange Club of Waterloo successful hosted this display in 2004, 2008 and 2020 in the same downtown location with many hundreds of people from far and away visiting the site to reflect on the sacrifices that our veterans, current service members, first responders and all those that protect our country. As one of the only celebrations in Black Hawk County, we have expanded our scope by partnering with Mainstreet Waterloo and their Red, White and Loo, an annual celebration of the 4th of July. We have also increased the number of displayed flags by approximately 500 and we have added an additional field at the Vietnam Veterans Memorial area on E. 4th Street. The field site will also host each of the 26 flags that this country has flown under. Children's activities are available in Veterans Hall.

8. If your project has or will continue for more than one year, please explain your plans for financial sustainability

We do not expect to host this scaled event anytime in the next few years. Any funds remaining after expenses will be dedicated to carry out the mission of Americans for Independent Living and the Exchange Clubs of the Cedar Valley.

Because Americanism is one of Exchange Club's pillars, the community can expect our continued support of patriotic programs such as Proudly We Hail (honoring individuals and businesses that fly the American flag near Flag Day), annually recognizing Waterloo Policeman and Firefighter of the Year, walking in the Memoria Day parade, and hosting the One Nation Under Banquet (near Veteran's Day in November).

9. Give an estimate of how you plan to measure the success of the project

Fields of Honor, similar to this event, have been held in the past (2004, 2008 and 2020 but not to this scale) and hundreds of people attended, either by parading flags across the bridges or visiting the site and we expect similar interest as an America 250 celebration event, the only one of its kinds in Black Hawk County.

We are promoting this event as a unifying event that everyone can support. We are honoring veterans, current service members, first responders, health care workers and all that maintain our American freedoms.

We are attracting considerable attention to the event, with many pre flag sales and several community groups coming forward, unsolicited, to sponsor the event. Many civic groups and individuals have stepped forward to fill volunteer slots. Many radio and TV appearances are underway, as well as Facebook Live conducted by the City of Waterloo.

10. Describe specifically how the proposed project will be marketed.

Facebook: America250 Field of Honor Black Hawk County

State of Iowa website: www.governor.iowa.gov/america-250/america-250-iowa-events

Colonial Flag Foundation: www.healingfield.org

Americans for Independent Living: www.afil.org/events

City of Waterloo Facebook Live

We have made presentations to these local organizations: Black Hawk County Board of Supervisors, Black Hawk County Veterans Affairs Commission, 3 local Exchange Clubs, Waterloo Spokesmans, Quota Club, Cedar Falls Lions, Cedar Falls Amvets, Cedar Falls Rough Risers, Waterloo Kiwanis, AFIL Veterans Breakfast. Other opportunities are being confirmed or sought.

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.

See attached Budget.

To date, we currently have received \$6,400 in individual cash donations, plus an additional \$3,500 pledged.

To date, sponsoring organizations include Banklwa, Peoples Community Health Clinic, Beecher Law Firm, Ratchford Detailing, VGM, JSA, Cedar Falls Amvets Post No. 49, Build Our Ballpark, Fleet Farm, Waterloo Firefighters Local 66, Performance Bodies, Peterson Contractors, Inc., Lincoln Savings Bank, American Pattern, Local Union Community Charities, Exchange Club of Waterloo, Schumacher Elevator, Creative Planning, Arms Hair Styling, Advantage Environment, Community Bank and Trust, and The Shed. We currently have \$58,000 requested/committed in sponsorships and grants.

City of Waterloo Hotel/Motel Funds (discretionary funds) will be a sponsorship revenue, affording the City "Founding Father Premier Leadership Recognition". This sponsorship affords the City these benefits: Presenting Sponsor designation, speaking opportunities at Opening ceremonies, logo on main stage, program cover, media and all event signage, featured in press releases and media interviews, 25 commemorative flags dedicated in sponsor's name, and exclusive sponsorship of the Veterans Memorial Hall area field.

We anticipate that many listed expenses will not be necessary including speaker fees and expenses, volunteer expenses, social media and food and beverage. We have secured in kind donations from Fire Fly for drone footage, AECOM and VJ Engineering for staking services, and stage settings from National Cattle Congress. We continue to keep expenses low and seek in kind services when possible.

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.

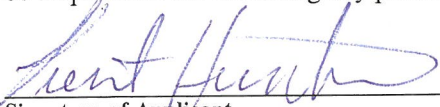
BUDGET SUMMARY:

Total Project Cost	\$ 127670
Additional Funding Sources	\$ 107670.00
In-Kind Services	\$
Hotel/Motel Tax Grant Request	\$ 20000.00

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.



 Signature of Applicant

May 11, 2026

 Date



America 250 Field of Honor Black Hawk County

2026 Budget

Venue	
Rental	500.00
Cleaning	3,000.00
Decorations	500.00
Utilities	100.00
Setup/Teardown	500.00
Furniture/Equipment Rental	1,500.00
Flag Kits (1750)	43,750.00
Special Flag Kit (26)	1,990.00
Shipping	2,180.00
Lighting for Flags	9,000.00
Marketing	
Ads	10,500.00
Flyers/Posters	3,000.00
Social Media	5,500.00
Email Campaign	1,000.00
Staffing	
Staff Wages	2,000.00
Security	5,000.00
Volunteer Expense	3,000.00
Badges	750.00
Food and Beverage	
Catering	4,000.00
Beverages	1,000.00
Snacks/Appetizers	800.00
Servers/Staff	200.00
Tableware	800.00
Linen	300.00
Entertainment	
Key Note Speaker	1,000.00
Music	1,000.00
Sound System Rental	10,000.00
Lighting Rental	2,000.00
Stage	1,500.00
Activities for Kids	2,500.00
Hotel Stay	2,000.00
Video Display	5,000.00
Miscellaneous	
Transportation	800.00
Insurance	1,000.00
Expenses Total:	127,670.00

OGDEN UT 84201-0029

In reply refer to: 4077591934
Feb. 19, 2016 LTR 4168C 0
47-4503717 000000 00
00032016
BODC: TE

AMERICANS FOR INDEPENDENT LIVING
% TIMOTHY COMBS
1303 OAK PARK BLVD
CEDAR FALLS IA 50613-1557



031934

Employer ID Number: 47-4503717
Form 990 required: YES

Dear Taxpayer:

This is in response to your request dated Jan. 28, 2016, regarding
A NAME CHANGE

We issued you a determination letter in AUGUST 2015, recognizing
you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)
(3).

Our records also indicate you're not a private foundation as defined
under IRC Section 509(a) because you're described in IRC Sections
509(a)(1) and 170(b)(1)(A)(vi).

Donors can deduct contributions they make to you as provided in IRC
Section 170. You're also qualified to receive tax deductible bequests,
legacies, devises, transfers, or gifts under IRC Sections 2055, 2106,
and 2522.

In the heading of this letter, we indicated whether you must file an
annual information return. If a return is required, you must file Form
990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after
the end of your annual accounting period. IRC Section 6033(j) provides
that, if you don't file a required annual information return or notice
for three consecutive years, your exempt status will be automatically
revoked on the filing due date of the third required return or notice.

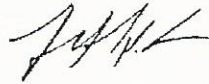
For tax forms, instructions, and publications, visit www.irs.gov or
call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m.,
local time, Monday through Friday (Alaska and Hawaii follow Pacific
Time).

4077591934
Feb. 19, 2016 LTR 4168C 0
47-4503717 000000 00
00032017

AMERICANS FOR INDEPENDENT LIVING
% TIMOTHY COMBS
1303 OAK PARK BLVD
CEDAR FALLS IA 50613-1557

Sincerely yours,



Jeffrey I. Cooper
Director, EO Rulings & Agreement

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 17 2015**

AMERICANS FOR EQUAL LIVING
1303 OAK PARK BLVD
CEDAR FALLS, IA 50613

Employer Identification Number:
47-4503717
DLN:
17053224347035
Contact Person:
PAUL F CAPPEL II ID# 31665
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170 (b)(1) (A) (vi)
Form 990 Required:
Yes
Effective Date of Exemption:
June 15, 2015
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

AMERICANS FOR EQUAL LIVING

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey I. Cooper', written in a cursive style.

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

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.) Americans for Independent Living	
	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. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Other (see instructions) NonProfit Corporation exempt under IRS Code Section 501(c)3	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) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	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. <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	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										
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or										
Employer identification number										
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4	7	-	4	5	0	3	7	1	7	

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	Date 6/5/2025
------------------	--------------------------	----------------------

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



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Safiah Elahi, Traffic Operations Director
Traffic Operations Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Motion to approve Change Order No. 01 with K and W Electric, Inc., of lump sum modification, for a net increase of \$38,822.50, in conjunction with Broadway Traffic Adaptive Project, Contract No. 785, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is a change order to add specific items to a lump sum bid that were not previously included. There was a wooden pole that was missing in the plans and several existing handholes and conduits that were in the plans for use but are not viable and need to have repairs made to them and/or replaced.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

324-17-7161-2103

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Change Order 01

CHANGE ORDER
For Local Public Agency Projects

No.: 01

Non-Substantial:

Substantial:

Administering Office
Concurrence Date

Accounting ID No. (5-digit number): _____

Project Number: STP-A-8155(785)--86-07

Contract Work Type: Traffic Signals

Local Public Agency: City of Waterloo

Contractor: K&W Electric, Inc.

Date Prepared: May 18, 2026

You are hereby authorized to make the following changes to the contract documents.

A - Description of change to be made:

0010 - 2525-0000100 - TRAFFIC SIGNALIZATION: Modify lump sum price.

B - Reason for change:

0010 - 2525-0000100 - TRAFFIC SIGNALIZATION:

1) 35' Wooden Utility Pole: The existing utility pole on Broadway Street between Parker Street and Kern Street that Sheet N.09 shows to install a wireless interconnect repeater device onto is owned by MidAmerican Energy, and therefore is not available for use. The contractor will need to install a new 35' wooden pole in a suitable nearby location to install the wireless interconnect repeater device.

2) Handhole, Conduit, and Wiring Modifications: The existing conduits at the intersection of Broadway Street and US 218 Exit Ramp were found to be at capacity, preventing the installation of the the proposed wiring. The contractor will need to bore 100 LF of new 2" HDPE conduit across the intersection to install the required wiring. Some cabinets were found to not have room to install the proposed wiring using the existing conduit in the bases of the cabinets. The contractor will need to install additional conduit LB connections to these cabinets to fit the proposed wiring. Crushed conduits were encountered around the intersection of Broadway Street and Airport Boulevard and were repaired. The existing utilities mapping on the plan set were minimal and the contractor had to locate and uncover several handholes that were not identified on the plans. Many of these handholes having been covered, have been requested by the city to be adjusted to the surrounding grade.

3) New Cabinet at Broadway Street and Donald Street as Per Original Plan: The new cabinet at Broadway Street and Donald Street was amended out, but re-inclusion has been sought by the City. The City now intends to proceed with installation of the cabinet as shown in the original plans prior to the addendum ADDENDUM19AUG354A01. The intent is to provide a complete and fully functional signal system consistent with the original plan set, including all necessary equipment and commissioning requirements. This work corresponds with the Sub Item 3, "Traffic Signal Controller Cabinet, Furnish and Install."

C - Settlement for cost(s) of change as follows with items addressed in Sections F and/or G:

0010 - 2525-0000100 - TRAFFIC SIGNALIZATION: Agreed lump sum price increase of \$38,822.50.

D - Justification for cost(s) (See I.M. 6.000, Attachment D, Chapter 2.36, for acceptable justification):

0010 - 2525-0000100 - TRAFFIC SIGNALIZATION: The additional work is required due to existing field conditions and utility conflicts not fully identified during design. Unit pricing and lump sum values are based on comparable traffic signalization and underground utility work on similar, with costs aligned to typical market rates for conduit installation, pole placement, and signal system modifications. The summary of additional costs is attached to this Change Order.

E - Contract time adjustment: No Working Days added Working Days added: 5 Unknown at this time

Justification for selection:

The field verification, exploration, and uncovering of the underground conduit system and handholes and repair of the conduit at Broadway Street and Airport Boulevard required 5 days of additional work.

F - Items included in contract:

Participating				For deductions enter as "-x.xx"			
Federal-aid	State-aid	Line Number	Item Description		Unit Price .xx	Quantity .xxx	Amount .xx
x		0010	TRAFFIC SIGNALIZATION		\$38,822.50	1.000	\$38,822.50
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/>					TOTAL		\$38,822.50

G - Items not included in contract:

Participating				For deductions enter as "-x.xx"			
Federal-aid	State-aid	Change Number	Item Number	Item Description	Unit Price .xx	Quantity .xxx	Amount .xx
<input type="button" value="Add Row"/> <input type="button" value="Delete Row"/>					TOTAL		

H. Signatures

Signatures will be applied through DocExpress.

Summary of Additional Traffic Signalization Costs					
Item Number	Item Description	Unit	Quantity	Unit Price	Total
3	TRAFFIC SIGNAL CONTROLLER CABINET, FURNISH AND INSTALL (NOT INCLUDING NEW, IN-CABINET FIBER OPTIC NETWORK EQUIPMENT: 12-POSITION TERMINATION PANEL, LAYER 2 SWITCH, ETC.)	EA	1	\$ 20,000.00	\$ 20,000.00
4	TRAFFIC SIGNAL CONTROLLER CABINET, REMOVE AND SALVAGE	EA	1	\$ 625.00	\$ 625.00
23	35' WOODEN UTILITY POLE	EA	1	\$ 2,000.00	\$ 2,000.00
24	CONDUIT, 2-INCH DIA., HDPE, BORED, FURNISH AND INSTALL	LF	100	\$ 18.00	\$ 1,800.00
25	FURNISH AND INSTALL CONDUIT LB CONNECTION TO EXISTING TRAFFIC SIGNAL CONTROLLER CABINET	EA	3	\$ 350.00	\$ 1,050.00
26	REPAIR EXISTING CONDUITS AT INTERSECTION OF BROADWAY STREET AND AIRPORT BOULEVARD	LS	1	\$ 1,050.00	\$ 1,050.00
27	FIELD VERIFICATION, EXPLORATION, AND UNCOVERING OF EXISTING UNDERGROUND CONDUIT SYSTEM AND HANDHOLES NOT IDENTIFIED IN PLANS	LS	1	\$ 7,597.50	\$ 7,597.50
28	ADJUST EXISTING HANDHOLE TO GRADE, 1" TO 6"	EA	8	\$ 350.00	\$ 2,800.00
29	ADJUST EXISTING HANDHOLE TO GRADE, 7" TO 12"	EA	3	\$ 450.00	\$ 1,350.00
30	ADJUST EXISTING HANDHOLE TO GRADE, 13" TO 24"	EA	1	\$ 550.00	\$ 550.00
				Total: \$	38,822.50



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Communication from the Street Department on the notice of the conclusion of employment of Haris Tricic, Equipment Operator II, effective May 1, 2026, with recommendation of approval of payout of \$4,279.22 for unused benefits.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. TRICIC PAYOUT 6.1.2026



**City Council
Notice of
Employment
Severance**

Today's Date: 5/5/2026 Department: Street Department
 Effective Date: 5/1/2026 Job Classification: Equipment Operator II
 Employment Date: 12/2/2025 Employee Name: Haris Tricic

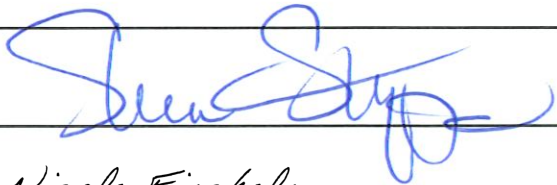
The employment with the named City of Waterloo employee has been severed by reason of:

- 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	13.26	\$ 31.63		\$ 419.41
Vacation-Current	4	\$ 31.63		\$ 126.52
Usable Sick Leave	40	\$ 31.63	25%	\$ 316.30
Casual Hours	0	\$ 31.63		-
Comp Time Pay	100.03	\$ 31.63		\$ 3,163.95
Unscheduled Leave	0	\$ 31.63		-
Other Pay	8	\$ 31.63		\$ 253.04
Total Payment			\$	4,279.22

Comments _____

Approved by  Date 5/5/26
 Human Resources Nicole Fischels Date 05/08/2026

Council Agenda Date: 6/1/2026 KMW



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Leisure Services Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Motion to receive and file Leisure Services Commission Board minutes of April 14, 2026.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Board Minute 4-12-26

MINUTES
WATERLOO LEISURE SERVICES COMMISSION
TUESDAY, April 14, 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 7:32 am.

Present: Council Liaison Steve Simon, Council Liaison Hector Salamanca Arroyo, Ellen Vanderloo, Jeremy Kruth, Tom Christensen, Tim Moses, Allison Richter Staff: JB Bolger, Todd Derifield, Travis Nichols, Logan Cinnamon, Chris Dolan, Bob Etringer
Absent: Jessica Rucker, Robert Welch

Ellen Vanderloo called for approval of the agenda. Allison Richter motioned to approve the agenda, second by Tom Christensen. Ayes: All Nays: None

Ellen Vanderloo called for motion for the approval of March 10, 2026 meeting minutes. Jeremy Kruth motioned to approve the meeting minutes, second by Tom Christensen. Ayes: All Nays: None

REVIEW OF BILLS

Ellen Vanderloo called for approval of the bills. Questions were answered. Motion by Allison Richter to approve March 2026 bills, Jeremy Kruth made a second. Ayes: All Nays: None

COMMITTEE ASSIGNMENTS

Committee assignments were distributed.

BLACK HAWK COUNTY DEER TASK FORCE REPORT

Logan Cinnamon reviewed the Deer Task Force Progress report as informational for the board. To participate in this program, you must attend safety classes and complete a bow proficiency test. Each hunter could receive up to 4 tags. If hunters fill their three doe tags they are given one buck tag. This year 103 hunters participated and 172 deer were tagged. This program helps lower the number of car accidents due to deer, as well as helps maintain a more sustainable forest ecosystem that is not overgrazed by high population of deer.

STAFF UPDATES

Sports and SportsPlex – Bob Etringer

USSSA baseball and softball leagues started on April 8th. They will play for eight weeks on Wednesday evenings. 62 teams with 744 kids will use twelve diamonds in Waterloo. (Danes, Tibbitts, Riverfront, and Hellman). The Sportsplex takes the entry fee (\$525), makes schedules, provides the umpires, and game balls. Optimist softball and baseball skills assessment will take place tonight and Thursday night. Uniforms will be handed out here at the Sportsplex next Tuesday and Thursday evening. Practices will begin first week of May. Games begin in June and will run through the middle of July. This program consist of 46 teams and 500 kids.

Spring Activities consists of spring tee ball with 120 kids at Riverfront Stadium, spring soccer with 120 kids at the SportsPlex, karate with 50 participants at the SportsPlex Other events taking place at the SportsPlex include post proms – there are four scheduled this year that will take place April 11, 17, 18, and May 2nd.

Pool memberships are on sale now at the SportsPlex – they can be renewed on our website if you had a membership last season. Staff met to discuss swim lessons – Bri will be at our May meeting to discuss how we set the schedule. Byrnes Pool is scheduled to open on June 6th.

Construction, Projects – Travis Nichols

The crew continues to do the winter garbage route. We are doing park inspections and general maintenance off those inspections. We are looking to fill our seasonal garbage route position. Staff have been working on turning on the water in the parks and opening up all restrooms. Rubber mulch for Cedar Terrace Park should be delivered in the upcoming weeks – once received the crew will install it. The Gates and Byrnes projects are still in the punch list phase. We have CDBG projects at Edison, Furgerson Fields, Sullivan, Elks, and Tibbitts parks in progress.

Golf and Downtown Area – JB Bolger

Golf Courses opened March 21st for the 2026 season. The weather has not been very good golf weather so the rounds report reflects that poor weather. Washington Park project is progressing well. Matthias Landscaping is 2/3 to ¾ done with the project. We had all maintenance staff and four management staff at a flood wall panel training last week. South Hills golf course crews are getting moved into their new building. Todd Henrich with Waterloo Building Maintenance installed conduit and made the communication wire connection for the irrigation system controls from our old building to our new building. Crews completed a spring tune up of all the new plant beds at Byrnes Pool. We are meeting with the Waterloo Schools today at 9:30 to continue to refine our plans for staffing and supervision at Gates Park for the 2026 season.

Forestry – Logan Cinnamon

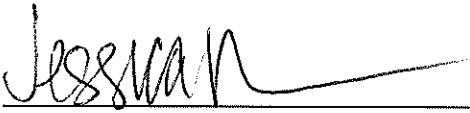
Forestry crews partnered with Waterloo Fire, Engineering, and Waste Management to remove two trees from the downtown bladder dam. Thanks to WF's Tech Rescue Team our crew members were able to safely complete this work, and days later the trees fell off the dam. Mowing crews are getting out into parks as the grass begins to grow. The City of Waterloo was recognized as a Tree City USA community for the 42nd consecutive year. Phil, our Forestry foreman, and myself attended the award ceremony in Ankeny, IA. Plant Waterloo! distribution day is fast approaching (May 7th). The IDNR Urban Forest Development Grant was awarded at \$50,000 to be used to update our cities tree inventory. Arbor Week is April 20th-25th with events on the 24th in Elks Memorial Park and on the 25th at the Cedar Valley Arboretum. The Black Hawk County Deer Task Force board meeting and chili supper summarized this last years hunt and made meaningful changes to this years program. A total of 172 deer were harvested in the program, with 4 at San Souci Island and 22 in the Katoski Greenbelt!

Young Arena – Chris Dolan

Young Arena was the host site for USA Hockey Select Camp April 3-4. WYHA Spring hockey for travel teams started Tuesday April 7th. The CVFSC will have their spring skating Show Saturday May 2nd. Young Arena Staff will be meeting With B 32 Engineering firm to coordinate the bid process and installation of a new Evaporative Condenser and Chiller for the Young Arena Ice Plant. The roof at Young Arena continues to have leaking issues, repairs are ongoing.

The next regular Leisure Services Commission Meeting will be held Tuesday, May 12, 2026

Jeremy Kruth made a motion to adjourn the meeting, second by Tim Moses. Ellen Vanderloo adjourned the meeting at 8:31am.


_____, Secretary
Jessica Rucker

5/12/2024
Date



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Airport Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Motion to receive and file Airport Board minutes of April 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. Airport Board Minutes of April 13, 2026

MINUTES
WATERLOO REGIONAL AIRPORT BOARD
Wednesday, April 13, 2026

I. ROLL CALL

Chair, David Deeds, called the meeting to order at 12:00 p.m.

Board Members Present: Gwenne Berry, Arlene Humble, Chris Bering, Scott Voigt, Scott Cook, Katy Susong, David Deeds

City Officials Present: Steve Simon, Hector Salamanca Arroyo, Council Liaisons; Dave Morrow, City Council; Tim Andera, Planning

Airport Staff Present: Steven Kjergaard, Sheila Combs

Additional Attendees: Martin Hoel, AOPA; Brad Musinski, Rob Sims, Mead & Hunt; Rhona DiCamillo, DKMG (Teams); Michael Erhart, Jeff Huffman, Apple Designs (Teams)

II. AGENDA AS RECEIVED OR AMENDED

Moved by Mrs. Humble, seconded by Mr. Voigt, to approve the agenda as received. Ayes: 6.
Motion carried.

III. PUBLIC COMMENTS

None

IV. REPORTS

A. Airport Director's Written Summary

Mr. Kjergaard asked for questions and there were none.

B. Legislative Updates

C. Miscellaneous Airport Reports

No discussion.

V. BOARD APPROVAL

A. Approval of Minutes of February 18, 2026 Meeting

Mrs. Berry moved approval of the minutes of the February 18, 2026 meeting, seconded by Mrs. Humble. Ayes: 6. Motion carried.

B. Motion to Receive and File February 2026 Expenses

Mrs. Susong moved that the February 2026 expenses be received and filed, seconded by Mr. Cook. Ayes: 6. Motion carried.

C. Motion to Receive and File March 2026 Expenses

Mrs. Susong moved that the March 2026 expenses be received and filed, seconded by Mr. Cook. Ayes: 6. Motion carried.

VI. OLD BUSINESS

A. Mead and Hunt Projects Discussion

Brad Musinski and Rob Sims, along with Rhona DiCamillo and Michael Erhart, led a discussion of the upcoming planning projects: Structural/Organizational, Signage/Wayfinding and Hangar Development. The Master Plan project will likely be scoped later this year.

B. Rates and Charges Discussion

Tabled.

C. Overview of Marketing Campaign

Tabled.

D. Goals Discussion

Tabled.

VII. NEW BUSINESS

A. Discussion of Changing Future Meeting Day/Time

Mr. Deeds asked about changing to Mondays permanently, since there seem to be a lot of conflicts with the current Wednesday schedule. All Board members were open to the change, keeping the start time at noon. Avoiding Council meeting Mondays on the 1st and 3rd weeks, leaves the 2nd and 4th. Monthly reports may not be ready in time for packets to go out for the 2nd Monday, so it was decided to move future meetings to the 4th Monday. However, with Memorial Day falling on the 4th Monday, the May meeting will be held May 11th.

VIII. STAFF AND BOARD MEMBER COMMENT

None

IX. ADJOURNMENT

Mrs. Berry moved the meeting be adjourned at 1:30, seconded by Mr. Cook. Ayes: 6. Motion carried.

Respectfully submitted,

A handwritten signature in cursive script that reads "David Deeds, Chairperson". The signature is written in black ink and is positioned above a horizontal line.

David Deeds, Chairperson



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Sara Varda, Board/Commission: Civil Service Commission, Expiration Date: June 1, 2032, New appointment.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

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ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Boards & Commissions Application_Civil Service Commission_Sara Varda



CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 04/16/2025

I, Sara Varda, request to be appointed to (state preference):
(Name)

1. Civil Service Commission 2. _____

Home Phone: _____ Cell Phone: 319-610-6335 Work Phone: _____

Email Address s.wolf82@outlook.com

Home Address 4115 George Dr. Zip Code 50703

Employer _____ Title _____

Employer Address _____ Zip Code _____

How long have you resided in Waterloo? 44 yrs Email address: _____

List current membership in organizations and offices held: _____

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

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

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

I have over 20 years of hiring employees and I will be getting my AAS degree in Human Resource Management in May.

As an intern with the city I observed the civil service process so I am familiar with it.

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

References (include phone numbers): _____

Karen Reynolds Karen.Reynolds@hawkeyecollege.edu

Sharon Buss Sharon.Buss@hawkeyecollege.edu

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

Signature Sara Varda

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



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Emily Hanson, Board/Commission: Waterloo Convention and Visitors Bureau, Expiration Date: June 1, 2029, New appointment.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

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SOURCE OF EXPENDITURES

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LEGAL DESCRIPTION

ATTACHMENTS

1. Boards & Commissions Application_Waterloo Conventions & Visitors Bureau_Emily Hanson
05.19.2026



CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 05/19/2026

I, Emily Hanson, request to be appointed to (state preference):
(Name)

- 1. Waterloo Convention & Visitors Bureau
- 2. _____

Home Phone: 515-720-0175 Cell Phone: 515-720-0175 Work Phone: 319-433-1153

Email Address emily.hanson@bhcg.org

Home Address 383 Sheridan Rd Waterloo Zip Code 50701

Employer Black Hawk County Gaming Title Executive Director

Employer Address 114 E 4th Street Suite 300 Zip Code 50703

How long have you resided in Waterloo? 12 yrs Email address: emily.hanson@bhcg.org

List current membership in organizations and offices held:
Waterloo Public Library Board of Trustees, Waterloo Development Corporation (Ex-officio)
CFNEIA Scholarship Committee, UNI Nonprofit Leadership Alliance Advisory Board Member

I am available for meetings: A.M. P.M. Noon Evenings
I am available to serve on a Board/Commission the entire year: Yes No If no, list months not able to serve: _____

Briefly explain your qualifications for appointment to a designated Board/Commission: _____
Through BHCGA, we partner with a lot of placemaking and capital improvement projects.

I also have a tourism certificate from UNI and occasionally teach undergraduate tourism courses.

Additional information and comments that may not be evident from information already on this form: _____
While I am the Director of BHCGA, I do not vote on funding and will maintain professional boundaries if a project is presented.

- References (include phone numbers): Hector Salamanca Arroyo - 515-447-1186
Tavis Hall - 319-230-2767
Melanie Knipp - 319-610-2136

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

Signature Emily Hanson

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

Rev 02/20/2020



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

City Clerk Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Liquor Licenses

American Legion, 728 Commercial Street, Class C w/Sunday Sales, (Ownership Update)
Exp:06/14/2026.

CVS Pharmacy 8544, 1825 E. San Marnan Drive, Class E w/Sunday Sales (Renewal)
Exp:05/31/2027.

Edo's Sports Bar, 110 E. 11th Street, Class C w/Sunday Sales, (Renewal) Exp:05/07/2027.

Fraternal Order of Eagles No. 764, 202 E, 1st Street Class F w/Sunday Sales (Ownership Update)
Exp:07/14/2026.

Hickory House, 315 Park Road, Class C w/Sunday Sales (Ownership Updates) Exp:05/23/2027.

Metro Mart 1, 3201 W. 4th Street, Class B w/Sunday Sales (Renewal) Exp:07/06/2027.

Metro Mart 4, 2332 Falls Avenue, Class E w/Sunday Sales (Renewal) Exp:06/30/2027.

National Cigar Store/Sycamore Convenience, 617-619 Sycamore Street, Class E w/Sunday Sales,
(Renewal) Exp:03/11/2027.

Walgreens 10855, 1850 Logan Avenue, Class E w/ Sunday Sales (Renewal) Exp:06/16/2027.

Wal-Mart Supercenter 1496, 1335 Flammang Drive, Class E w/Sunday Sales (Premises Update)
Exp:09/30/2026.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

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LEGAL DESCRIPTION

ATTACHMENTS

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

City Clerk Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Cigarette/Tobacco/Nicotine/Vapor Permits

BJ's Sports Bar and Billiards, 110 IDA Street (Retail Tobacco)
Club Ambassador, 313 W. 5th Street (Machine)
K-ZAR, 1761 Independence Avenue, (Retail Tobacco)
Logan Avenue Convenience Store, 735 Logan Avenue (Retail Tobacco)
Logan Avenue Convenience Store, 735 Logan Avenue (Device Permit)
Ray's Supermarket, 1975 Franklin Street (Retail Tobacco)
Smoke.O.S., 1509 Flammang Drive (Retail Tobacco)
Walgreens No. 10855, 1850 Logan Avenue (Retail Permit)
Walgreens No. 3590, 3910 University Avenue (Retail Permit)

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

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COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Dave Boesen, Mayor
Mayor Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving an Employment Agreement with Rob Duncan for the position of Police Chief, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

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SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Employment Agreement - Duncan

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT made and entered into this 1st day of July, 2026 by and between the CITY OF WATERLOO, Iowa (hereinafter called "Employer"), and Robert Duncan (hereinafter called "Employee"), both who understand as follows:

WHEREAS, Employer desires and needs the services of Employee to serve in the capacity of Chief of Police; and

WHEREAS, Employer desires to retain the services of Employee as Chief of Police; and

WHEREAS, it is the desire of the City Council of the City of Waterloo, Iowa (hereinafter called "Council"), to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and

WHEREAS, it is the desire of Employer (1) to retain the services of Employee and to provide inducement for him to continue to remain in such employment; (2) to establish the job duties and responsibilities of said Employee; and (3) to provide means for terminating Employee's services when Employer may desire to terminate his employ; and

WHEREAS, Employee desires to be employed as Chief of Police.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Term of Agreement

1. Employee understands that he serves as Chief of Police at the pleasure of the Mayor. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor to determine that the Employee shall no longer serve as Chief of Police, subject only to the provisions set forth in this Agreement.
2. The term of this Agreement shall be for an initial period of one (1) year, from July 1st, 2026 to July 1st, 2027
3. This Agreement shall automatically renew on its anniversary date after the one (1) year term has been reached and will be set on a year-to-year basis from that point forward. A sixty (60) day notice before the expiration date of the Agreement shall be given to terminate the Agreement.
4. In the event the Agreement is not renewed, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns or is terminated for cause.

5. Nothing shall prevent, limit or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer, subject only to the provisions set forth in this Agreement.

B. Compensation

1. Base Salary: Employer agrees to pay Employee an annual base salary of \$183,903 payable in installments at the same time that the other management employees of the Employer are paid. Employer also agrees to pay the Employee an annual base salary that is at least 1.2 times greater than the highest Captains salary for the term of future renewed agreements.
2. This agreement shall be automatically amended to reflect any increases in salary adjustments provided or required by the Employer's compensation policies.
3. The Employer agrees to increase the compensation by value set forth with other non-bargaining employees.
4. Employer agrees to pay longevity consistent with WPPA and AFSCME bargaining contracts.
5. Employer shall not, at any time during this Agreement, reduce the salary or other benefits of Employee, except to the degree that such reduction occurs across-the-board for all Employees of Employer.

C. Resignation

1. In the event Employee voluntarily resigns his position with Employer during his employment, Employee shall give Employer sixty (60) days' written notice in advance unless the parties otherwise agree.
2. In the event Employee voluntarily resigns his position with Employer during employment and provides written notice, Employee shall receive payment for unused vacation, sick and casual time and other benefits usually paid other Employees at separation pursuant to Employer's policies and procedures, unless otherwise specified in this Agreement.
3. If Employee does not provide proper written notice and voluntarily resigns from this position with Employer during employment, Employee shall not be entitled to receive any severance benefits, except he shall receive payment of unused vacation, sick and casual time.

D. Termination

1. Employer may terminate this agreement at any time for cause. If Employee is terminated for cause, he shall receive no severance pay, except he shall receive payment for unused vacation, sick and casual time and other benefits usually paid other Employees at termination pursuant to the Employer's policies and procedures.
 - a. For purposes of this Agreement, the Term "for cause" shall mean serious misconduct, including but not limited to conduct, whether personal or professional, that may bring public embarrassment or disgrace to the Employer, conviction of a major violation of law or regulations; documented unsatisfactory performance consistent with regulations set forth in the employee handbook.

E. Severance

1. In the event Employer wishes to terminate employment without cause, it may do so by giving the Employee thirty (30) days' notice in writing. In such event, the Employee, if requested by the Employer, shall continue to render his services and shall be paid his regular compensation to the date of termination per the written notice.
2. Upon termination without cause the Employee shall be entitled to ninety (90) days of severance pay from the termination date and payment of unused vacation, sick and casual time and other benefits usually paid other Employees at termination pursuant to Employer's policies and procedures.
 - a. All health insurance benefits the Employee is participating in at the time of separation shall also continue for ninety (90) days.
3. With respect to any severance payments made to the Employee as outlined in paragraph E 1 above, the Employer agrees to pay the Employee every two weeks equal to (90) days' aggregate salary minus any and all applicable taxes, plus continue paid health insurance payments for the same duration.

F. Health & Dental, Disability, Pension and Life Insurance Benefits

1. Employer will provide for leaves of absence and other benefits, including health and dental insurance, life insurance, pension plan, and disability coverage, that are consistent with the Employer's policies and procedures for Executive Directors and Sworn Police Officers.

G. Work Hours

1. This Agreement signifies that it is recognized that the Employee must devote a great deal of his time outside of normal office hours on business on behalf of the Employer. The Agreement authorizes the Employee to establish an appropriate work schedule.

H. Sick, Casual, Vacation, and Holidays

1. Sick Time: Sick time will be accrued during the Fiscal Year (7/1 to 6/30). Employee will earn eight (8) hours per month sick leave for a total of ninety-six (96) hours per year.
2. Casual Time: Employee will receive thirty two (32) hours of casual time on July 1, 2026. Each year thereafter on July 1st employee will receive thirty two (32) hours of casual time to begin the next fiscal year.
3. Vacation Time: The Employee will receive two hundred and seventy two (272) hours of vacation time on January 1, 2026. On January 1 of each year, Employee will receive two hundred and seventy two (272) hours of vacation. Any unused hours from the previous year up to ninety six (96) hours will be carried over to begin the next year.
4. Holidays: Employee is considered to be on-call twenty-four (24) hours a day; however, unless his services are needed, the Employee shall not be required to work on those days which have been designated as holidays by the Waterloo City Council.

I. Retirement

1. The MFPRSI pension plan will be available for the Employee to participate. The Employer will contribute the state mandated employer match into the plan.

J. General Business Expenses

1. Professional Dues and Subscriptions: Employer agrees to budget for and to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organization necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.
 - a. The Employer also acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer shall pay for the reasonable membership fees and/or dues to enable the Employee to become an active member in said clubs or organizations.
2. Travel Expense: Employer agrees to pay for eligible and properly approved travel expenses of Employee according to the City of Waterloo Travel Policy. Receipts for all expenses, approved travel request forms, meeting agendas and employee expense reports and any other documents required by policy shall be attached to payment vouchers submitted to the Finance Department, following the City's bill payment policy. Such documents shall be submitted as soon as possible after expenses are incurred.

- a. The City agrees to reimburse the Employee for approved expenses as soon as possible after proper documentation is provided. Reimbursement will be made in accordance with the City's bill payment schedule.
3. Employer shall furnish the Employee all equipment, material, manpower and transportation necessary to the efficient performance of the official duties as Chief of Police as determined by the City Council.
- a. Automobile Access and Permitted Use: As Chief of Police, Employee will have 24/7 usage of an assigned City vehicle. In order to operate that vehicle, Employee must have a valid driver's license and maintain a good driving record based on City driving standards.

K. Miscellaneous

- 1. Employee shall perform those duties as outlined in the job description and ordinances of the City of Waterloo, which establishes the Chief of Police position.
- 2. Employee shall devote his full time and talents to the best of his ability to the best interest of the City of Waterloo, in the discharge of his duties.
- 3. The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.
- 4. Employer agrees that it shall defend, hold harmless, and indemnify the Employee against any tort, professional liability from all demands, claims, suits, actions, errors, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties in legal proceedings brought against him in his individual capacity or in his official capacity, provided the incident arose while he was acting within the scope of his employment.
- 5. If in the good faith opinion of the Employer and Employee, conflict exists as regards to the defense of any such claim between the legal position of the Employer and the Employee, the Employee may engage counsel, in which event; the Employer shall indemnify the Employee for the cost of legal counsel.
- 6. The Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the employee is a party, witness or advisor to the

Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending.

7. Employer agrees to pay Employee reasonable consulting fees (If the Employee is no longer working for the Employer) and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.
8. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

9. General Provisions

- a. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of the agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
- b. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
- c. Effective Date: This Agreement shall become effective commencing on July 1st, 2026.
- d. Severability. The invalidity or partial invalidity of any portion of the Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the enforcement or judicial modifications of the invalid provision.

CITY OF WATERLOO

IN WITNESS WHEREOF, the City of Waterloo has caused this Agreement to be signed and executed as duly authorized by City Council Resolution, and duly attested by the City Clerk.

CITY OF WATERLOO

EMPLOYEE

By: _____ Date: _____ By: _____ Date: _____
David Boesen, Mayor **Robert Duncan**

ATTEST:

By: _____
City Clerk



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving a Cost Optimization Engagement Agreement with Merchant Cost Consulting LLC, for analyzing merchant services accounts and provide comprehensive cost optimization, advisory, audit, negotiation, and vendor management services across our merchant services, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Merchant Cost Consulting will negotiate the City's credit card processing fees to determine if cost savings can be achieved. The City will retain final approval regarding whether any proposed savings are beneficial and worthwhile to implement. If no savings are identified, the City incurs no cost, making this a risk-free service. If the City elects to move forward with the proposed savings and implementation occurs, Merchant Cost Consulting will audit and monitor the accounts monthly throughout a 36-month engagement period to ensure the processor does not introduce additional fees or increase costs over time. In exchange for these services, Merchant Cost Consulting will receive 40% of the monthly savings achieved, with the City retaining the remaining 60% of realized savings.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. City of Waterloo Engagement Letter

Merchant Cost Consulting LLC - Cost Optimization Engagement Agreement

1. PURPOSE

Client engages MCC to analyze, negotiate, validate, and optimize operating expenses, vendor contracts, and cost structures. MCC agrees to provide such services subject to the terms herein. This Agreement is between MCC and _____ (business entity).

2. SERVICES PROVIDED

MCC shall provide comprehensive cost optimization, advisory, audit, negotiation, and vendor management services across Client's merchant services (credit/debit processing, gateway fees, chargebacks, PCI, assessments)

Services may include but are not limited to:

Vendor contract review and restructuring, Rate renegotiation and benchmarking, RFP management and vendor sourcing, Billing audits and discrepancy identification, Refund and credit recovery, Avoided cost analysis, Ongoing monitoring and compliance validation, Implementation oversight of negotiated savings.

3. TERM

The initial term of this Agreement shall commence on the date Client first implements pricing changes, contractual improvements, or cost savings resulting from MCC's work and shall continue for Thirty-Six (36) months. Upon expiration, this Agreement shall automatically renew for successive twelve (12) month periods unless either Party provides written notice of non-renewal at least sixty (60) days prior to expiration.

4. CONTINUITY FOLLOWING VENDOR OR PROCESSOR CHANGES

If Client changes vendors, processors, carriers, suppliers, or service providers during the term and such change results in cost reductions attributable to MCC's work, this Agreement shall remain in effect and MCC shall remain entitled to compensation. This Agreement applies to Client and any parent entities, subsidiaries, affiliates, successors, or related operating entities that benefit from MCC's services.

5. DEFINITION OF SAVINGS

Savings means the difference between Client's actual costs prior to MCC engagement and costs after implementation of MCC's recommendations, including rate reductions, fee reductions, contract renegotiations, refunds, avoided increases, and pricing structure improvements. Client's pre-engagement rates, fees, and costs shall serve as the agreed baseline for savings calculations unless otherwise documented in writing.

6. COMPENSATION

Client agrees to compensate Forty (40%) of realized savings. Compensation shall be due monthly based on realized savings and payable within thirty (30) days of invoice.

7. AUDIT & VERIFICATION RIGHTS

Clients shall provide MCC reasonable access to vendor invoices, contracts, statements, billing records, and usage data necessary to verify savings and calculate compensation. MCC shall remain entitled to compensation for savings realized from any successor vendor where such savings derive from MCC's work.

8. PROPRIETARY WORK PRODUCT

All MCC analyses, recommendations, negotiations, and savings strategies constitute proprietary work products and may not be implemented without compensation.

Client Signature _____

Print Name _____

Date Signed _____



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving an Educational Services Contract with Grout Museum, Inc., in the amount of \$625,000.00, to provide educational services and enhance the quality of life for the residents of Waterloo, Iowa, from July 1, 2026 - June 30, 2027, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

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LEGAL DESCRIPTION

ATTACHMENTS

1. Contract with City of Waterloo for July 1, 2026 - June 30, 2027



Grout Museum, Inc.
503 South Street
Waterloo, IA 50701

Contract

This contract is made effective as of July 01, 2026, by and between Grout Museum of History and Science of 503 South Street, Waterloo, Iowa 50701 and City of Waterloo of 715 Mulberry Street, Waterloo, Iowa 50703.

Description of Services: Beginning on the Effective Date of July 1, 2026, the Grout Museum of History and Science. will provide the following services.

For the public Grout Museum of History and Science. will provide better understanding of our world by collecting, preserving, and interpreting history and illustrating scientific principles. The Grout Museum collects, preserves, and interprets cultural and natural history of the region along with admissions, tours, popular daily planetarium shows, library containing genealogy, theater programs, and education programs including Museum School, Science Outreach, and summer camps. The Sullivan Brothers Iowa Veterans Museum honors all Iowans who served the nation from the Civil War to the present. The Rensselaer Russel House Museum and the Snowden House preserve and interpret elements of the Victorian age. New to the museum is closure of the Bluedorn Science Imaginarium and moving the Science Imaginarium to part of the main Grout Museum building at 503 South Street. A number of new science exhibits are being purchased for a new science experience for children. Established in 1932, the Grout Museum is widely acknowledged as one of the cornerstones of culture in Northeast Iowa. It is also accredited by the American Association of Museums.

Payment: Payment shall be made to Grout Museum of History and Science, 503 South Street, Waterloo, Iowa 50701. The monthly payment is \$52,083 a month starting July 1, 2026, and ending on June 30, 2027, with the final payment in June 2027 being \$52,087 to equal the amount of \$625,000. The total amount of the contract for fiscal year 2027 is \$625,000.

Term: This contract will terminate on June 30, 2027.

Accounting of Funds: In order to provide a better understanding of our world by use of the amount of \$625,000 this will be budgeted for the support of operations of the Grout Museum as it has been in the past when levy funding first started in September 2018. Separate levy budget has been tracked and shared on the Grout Museum's website since 2018 and will continue with the contracted funding being shared with monthly and quarterly reporting to the City of Waterloo and posting on the Grout Museum website for the public. These funds help support ongoing exhibits, oral history and outreach travels, office supplies, building maintenance, equipment repairs and computer maintenance, service contracts, utilities, building and liability insurance, support of staff not covered by other funding sources for educational purposes, and janitorial supplies. Attendance reports are the tracking of the City of Waterloo and outside of Waterloo by zip codes. Attendance is tracking for admissions, museum schools, in-house programs, adult and children tours,

meetings, rentals, planetarium shows, and outreach programs. Monthly and quarterly reports on financial expenditures supported by the funds received will be reported to the City of Waterloo monthly with a final report due for June 30, 2027 for this contract.

Public Purpose: The City of Waterloo finds that Grout Museum of History and Science provide the aforementioned services to the public, which benefits the City of Waterloo by educating and enhancing the quality of life of its citizens.

Entire Agreement: This Contract contains the entire agreement of the parties regarding the subject matter of this Contract. There are no other promises or conditions in any other agreement whether oral or written.

Amendment: This Contract may be modified or amended if the amendment is made in writing and signed by both parties.

Signatures: This Contract shall be signed by Edward J. Gallagher III, President of Grout Museum, Inc., and the representative for the City of Waterloo with effective date of July 1, 2026.

Grout Museum of History and Science


Name


Date

President of Grout Museum, Inc.

Title

City of Waterloo

Mayor Dave Boesen

Date

Mayor of City of Waterloo

Title



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Traffic Operations Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving award of Parking Operations and Management Services RFP to PCI Municipal Services LLC, and approving an agreement for parking operations management with said company with a start date of July 1, 2026, with a five year term and renewal options as listed in said agreement, and authorizing Mayor and City Clerk to execute said document.

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. Intent to Award - PCI - Sent May 15, 2026
2. Parking Agreement with PCI Municipal Services - July 1, 2026 Start

May 15, 2026

PCI Municipal Services, LLC
Attn: Jack Skelton, CAPP, JD
Principal / Owner
jskelton@municipalparking.com

RE: Notice of Intent to Award – Parking Operations & Management Services RFP

Dear Mr. Skelton:

The City of Waterloo, Iowa is pleased to issue this Notice of Intent to Award to PCI Municipal Services, LLC for the City's Parking Operations & Management Services contract pursuant to the Request for Proposals issued March 17, 2026.

Following review and evaluation of the submitted proposals, the City determined that PCI Municipal Services demonstrated the strongest overall qualifications, municipal parking experience, operational approach, enforcement strategy, reporting capabilities, technology solutions, and overall value to the City.

The City was particularly impressed with PCI's:

- Exclusive focus on municipal parking operations;
- Experience managing comparable Midwest municipal parking systems, including Cedar Rapids, Iowa;
- Customer-focused "Ambassador" enforcement philosophy;
- Strong reporting and audit controls;
- Technology integration capabilities; and
- Operational flexibility related to future parking system transitions and redevelopment activities.

This Notice of Intent to Award is contingent upon:

- Final contract negotiation and execution;
- Approval by the Waterloo City Council; and
- Completion of all required insurance certificates and contract documents.

The anticipated contract commencement date is July 1, 2026.

City staff will coordinate with PCI Municipal Services regarding final agreement preparation, insurance documentation, transition planning, and scheduling for Council consideration.

The City appreciates the time and effort invested by PCI Municipal Services throughout the proposal process and looks forward to establishing a successful partnership with your team.

Sincerely,



Bridgett Wood
Finance Director
City of Waterloo, Iowa

cc: Mayor Dave Boesen
City Council
City Attorney
Traffic Director
Finance Department Files

**CITY OF WATERLOO, IOWA
PARKING OPERATIONS AND MANAGEMENT AGREEMENT**

This Parking Operations and Management Agreement (“Agreement”) is entered into this ___ day of _____, 20___, by and between the City of Waterloo, Iowa, a municipal corporation (“City”), and PCI Municipal Services, LLC (“Operator”).

1. **PURPOSE.** The City owns and operates a public parking system that includes on-street parking, municipal parking garages, and related equipment and infrastructure. The City desires to retain a qualified professional parking operator to manage and operate these facilities, and Operator has been selected through a competitive Request for Proposals process.

2. **TERM.** The initial contract term shall begin July 1, 2026 and continue for five (5) years, ending June 30, 2031. Upon expiration of the initial term, the City may, at its sole discretion, and subject to satisfactory performance and mutual written agreement, renew the Agreement for either:

- (a) up to two (2) additional one-year (1 year) renewal terms; or
- (b) one (1) additional five-year (5-year) term.

If the City elects to renew for the additional five-year (5-year) term, the Agreement may thereafter be renewed for up to two (2) additional one-year (1-year) terms, subject to the City’s sole discretion, and satisfactory performance and mutual written agreement.

The City reserves the right to modify the scope of services if parking facilities are added, removed, or transitioned to other ownership or operational models during the term.

3. **SCOPE OF SERVICES.** Operator shall provide comprehensive parking operations and management services, including but not limited to:

A. Staffing and Operations:

- Hire, train, supervise, and manage all personnel required for parking operations.
- Provide enforcement personnel for on street and garage compliance.
- Provide customer service and dispute resolution.
- Provide quarterly management visits and operational reviews.

B. Enforcement and Citation Management:

- Issue parking citations in accordance with City Ordinances.
- Process and collect citation payments.
- Coordinate with City staff and courts regarding unpaid citations.
- Maintain citation records, images, payment verification records, and enforcement data.
- Maintain customer complaint logs.

C. Garage Management:

- Operate and maintain all garages included in the system.
- Provide cleaning, minor maintenance, and safety monitoring.
- Provide optional security or 24/7 staffing for Commercial Street Garage if directed by the City.

- Conduct facility inspections.
- Provide sweeping and pressure washing services.
- Maintain maintenance logs and inspection records.
- Coordinate repairs requiring City approval.

D. Revenue Collection and Financial Controls:

- Collect all parking revenues on behalf of the City.
- Deposit funds into City-designated accounts.
- Provide monthly and annual financial reports.
- Maintain internal controls acceptable to the City Finance Department.
- Maintain detailed financial records

E. Technology and Equipment:

- Maintain parking equipment and software systems.
- Provide recommendations for upgrades or replacements.
- Maintain data security and PCI compliance.
- Maintain system integrations necessary for enforcement, payment verification, reporting, and customer service.

4. **REPORTING REQUIREMENTS.** Operator shall submit all required monthly reports to the City Finance Department no later than the **10th calendar day of each month** for the preceding month. Required reports shall include, at minimum:

- Monthly operational report
- Monthly revenue report by facility with summary of all parking operations revenue
- Monthly expense report with supporting invoices and documentation
- Bank reconciliation
- Monthly Citation Reports – Written and Paid
- Monthly permit revenue summaries
- Monthly Complaint logs and outcomes
- Monthly Credit Card Fee reports
- Monthly Reporting from App usage/fees
- Monthly Reporting from Kiosk usages – collection numbers, credit card fees, etc.
- Dashboard summaries (if applicable)
- Executive summary of operations

Operator shall submit safety and maintenance concerns to the appropriate City Department as they arise. Concerns can include but are not limited to broken fixtures, concrete cracking, potholes, etc. The Operator shall make the City aware of anything that could cause injury or damage to vehicles.

Annual reports shall be submitted no later than July 31 of each year and shall include:

- Annual revenue and expense report
- Maintenance and capital recommendations
- Staffing plan

- Technology recommendations.
- Enforcement statistics and collection rates
- Operational improvement recommendations

Failure to provide required reports by the 10th of the month may result in withholding of management fee payments until all required documentation is received and approved by the City Finance Department.

5. **COMPENSATION.** Assuming no default(s) by Operator, the City shall pay Operator a management fee of \$3,000.00 per month, payable only after receipt and approval of all required monthly reports by the City Finance Department. Management fee to increase by 3.5% per year through term of the contract.

Operator shall provide a detailed operating budget annually to the City Finance Department by November 15th for the fiscal year starting July 1st of the following year. Approved operating expenses shall be reimbursed by the City in accordance with City policy and only after submission of proper supporting documentation.

Optional services, including security staffing or additional garages, shall be compensated according to the fee schedule attached as Exhibit A, if implemented.

6. **ADJUSTMENT FOR SCOPE CHANGES.** If parking facilities are removed from or added to the system, the management fee shall be adjusted as mutually agreed based on the scope of services.

7. **PERSONNEL.** All personnel employed by Operator shall be employees of Operator. Operator shall be responsible for all payroll taxes, benefits, and insurance. The City may request removal of any Operator employee assigned to the system for reasonable cause.

8. **INSURANCE.** The Operator shall procure and maintain, at its sole expense, the following insurance coverage throughout the term of the Agreement:

- Commercial General Liability: \$1,000,000 per occurrence; \$2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, personal injury, contractual liability, and products/completed operations.
- Workers' Compensation and Employers' Liability: As required by the laws of the State of Iowa; Employers' Liability: Not less than \$500,000 per accident.
- Professional Liability / Errors & Omissions: (Required if Operator performs enforcement, citation processing, or related professional services); Limits not less than \$1,000,000 per claim.

Additional Insurance Requirements:

- 1) The City of Waterloo, Iowa, including its elected officials, officers, employees, and agents, shall be named as Additional Insured on the Commercial General Liability and Automobile Liability policies.
- 2) Insurance coverage shall be primary and non-contributory with respect to any insurance maintained by the City.
- 3) Operator shall provide a Certificate of Insurance evidencing required coverage: (a) prior to or promptly after execution of this Agreement and then annually thereafter; (b) upon the renewal of any policy or coverage; and (c) within a reasonable amount of time upon request by the City.

- 4) Policies shall provide for thirty (30) days written notice to the City prior to cancellation, non-renewal, or material change in coverage.
- 5) All insurers shall be licensed to do business in the State of Iowa and carry a minimum A.M. Best rating of A- or better.
- 6) Failure to maintain required insurance shall constitute a material breach of the Agreement.

9. **INDEMNIFICATION.** Operator shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from any claim, demand, suit, action or other proceeding of any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises out of Operator's performance of this Agreement, except those caused by the willful misconduct of the City.

10. **COMPLIANCE WITH LAWS.** Operator shall comply with all federal, state, and local laws, including City ordinances and policies.

11. **DEFAULT BY OPERATOR.** The failure of Operator to perform or observe any term, condition, covenant, duty, or obligation under this Agreement shall constitute an event of default, including but not limited to, the failure to timely deposit citation revenues or other funds into City-designated accounts, the failure to timely and properly complete and provide reports to City, the failure to carry and maintain insurance as required under this Agreement, the violation of any applicable federal, state, or local law or regulation, insolvency or bankruptcy, and/or fraud or misconduct in the performance of the Agreement.

12. **TERMINATION.** The City may terminate this Agreement upon thirty (30) days written notice following the occurrence of an event of default by Operator, and City may terminate this Agreement upon ninety (90) days written notice without cause and/or for convenience. In the event of termination, Operator shall receive compensation that it is entitled to under the terms of this Agreement up to the date of termination, and City shall have no further duty, obligation, or liability to Contractor, including but not limited to, any liability for general damages, consequential damages, or lost profits.

Upon termination, Operator shall cooperate fully in transitioning operations, data, equipment access, and financial records back to the City or another operator without interruption of service.

13. **ENFORCEMENT; ATTORNEY'S FEES.** **If the City prevails in any legal action or other proceeding commenced to enforce the terms of this Agreement or to recover damages suffered as a result of a default or breach committed by Operator, then Operator shall be liable to City for the attorney's fees and related legal costs or expenses incurred by the City.**

14. **DATA OWNERSHIP.** All parking system data, financial records, and customer information shall remain the property of the City.

15. **AUDIT RIGHTS.** Upon request by the City, the City shall have the right to request and review or audit Operator's records and data related to parking operations or this Agreement at any reasonable time. Operator shall provide City with the requested records and data within five (5) business days of the request being made. Operator shall retain all financial and operational records and data for a minimum of five (5) years.

16. **Invalidity or Illegality.** In the event that it is reasonably determined by legal counsel of the City, or determined by a court of competent jurisdiction, that any provision of this Agreement

is unlawful, or that the process implemented to procure this Agreement were unlawful, then this Agreement shall be deemed to be void as of the date that such determination is made. In such event, the Operator shall be entitled to receive compensation that it is entitled to under the terms of this Agreement up to the date that the Agreement is rendered void, and City shall have no further duty, obligation, or liability to Contractor, including but not limited to, any liability for general damages, consequential damages, or lost profits.

17. **INDEPENDENT CONTRACTOR.** Operator and its agents, employees, and assigns are independent contractors and are not employees of the City.

18. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Iowa.

19. **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

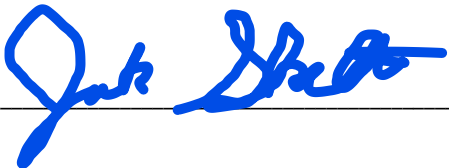
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

Attest: _____
Kelley Felchle, City Clerk

[OPERATOR NAME] PCI Municipal Services, LLC

By:  _____

Name: Jack Skelton

Title: Principal & Owner

Exhibit A

Optional Services:

- 24/7 staffing or security presence – Commercial Street Garage \$9,125 per month / \$109,500 per year
- Continued Full Operational Management of E 5th Street Garage After City Hall Moves Buildings - \$250 per month/\$3,000 per year (in current contract in the \$3,000/month pricing)
- Park Path Parking Finder App - \$7,200 annually

Recommended Upgrades in RFP:

- Technology upgrade recommendations (LPR, digital permits, modernization)
 - The investment to transition the Waterloo parking garages from “gated” to “frictionless” would cost approximately \$8,750 per lane. The frictionless system would be the same one successfully implemented in seven Cedar Rapids parking garages. For system functionality please see the Technology Section of our proposal.
 - Estimated Cost for Commercial Street Garage – Frictionless
 - 4 Lanes FLPR x \$8,750 = \$35,000
 - 3 Parking Kiosks x \$10,000 = \$30,000 (optional if City is ok with going mobile payment only)
 - VERGE BI would be reporting and management platform for the Frictionless System

Price Reduction Options from RFP:

- Removal of a garage for parking management oversight would reduce the management fee by \$3,000 annually per garage



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving a Second Amendment and Collateral Assignment of the Development Agreement with BKKS Holdings, LLC and Farmers State Bank, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The borrower would irrevocably and collaterally assign, pledge and transfer to the bank and grant to the bank a security interest. Under the agreement as well, the City consents to this assignment and acknowledges and agrees that the bank shall possess the collateral assignment, security interest and pledge of the borrower. Farmers State Bank is financing parts of this project through a mortgage and this agreement brings them in as a third party participant in case of a default by the borrower.

A revisionary clause has been added to this amendment to allow BKKS Holdings to purchase the Phase II land from the City, if needed, if Phase II does not happen on the updated timeline.

The timeline has been updated to allow 18 months between Phases rather than 4 months, to allow the developer to get the Phase I units leased.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 2nd Amendment to Development Agreement
2. First Amendment to DA and MAA - BKKS Holdings LLC
3. BKKS DA

Prepared by and return to: Lynn Wickham Hartman, Simmons Perrine PLC, 115 Third St SE, Suite 1200, Cedar Rapids, IA 52401-2366; telephone: 319/366-7641

Document or Instrument number: 2025-13843 and 2026-01741

**SECOND AMENDMENT TO AND COLLATERAL ASSIGNMENT OF
DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT TO AND COLLATERAL ASSIGNMENT OF THE DEVELOPMENT AGREEMENT (collectively, the "Second Amendment and Assignment"), is made effective as of the 26 day of May, 2026 ("Effective Date") by and among BKKS Holdings, LLC (the "Company"), the City of Waterloo, Iowa (the "City") and Farmers State Bank (the "Bank").

WITNESSETH:

WHEREAS, the City and the Company are parties to that certain Development Agreement entered into as of July 7, 2025 and filed of record on September 22, 2025 with the Black Hawk County Recorder's office as Document No. 2025-13843, as amended by a First Amendment dated February 2, 2026 and filed of record on February 10, 2026 as Document No. 2026-01741 (collectively, the "Development Agreement"), pursuant to which the City has agreed to rebate property tax with respect to the Phase 1 Improvements and Phase 2 Improvements ("Tax Rebates").

WHEREAS, the Company owns the Property subject to the Development Agreement.

WHEREAS, the City and the Company desire to amend the Development Agreement to allow the Company to obtain credit from the Bank for financing the construction and erection of structures and improvements on the Property for Phase 1 of the Project.

WHEREAS, the Bank has required, as an express condition to making a loan for the Phase 1 Improvements, that the Company assign its rights under the Development Agreement, which includes without limitation the Tax Rebates, to the Bank to secure the obligations of the Company under the loan.

NOW THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Capitalized Terms. Any terms not defined herein shall have the meanings given such terms in the Development Agreement.

2. Amendment. Notwithstanding the language to the contrary in the Development Agreement, the City acknowledges and consents to the following: (a) the Bank will have a first and valid mortgage on the Property, which includes without limitation the Improvements; and (b) the Company will not be required to proceed with Phase II of the Project if it is not able to secure adequate financing for the Phase II Improvements.

3. Assignment. The Company hereby assigns to Bank all of its right, title and interest in and to the Development Agreement, together with all documents and agreements attached as exhibits thereto, and all amendments, addenda and modifications thereof, whether made now or hereafter, including any and all Tax Rebates, to secure the obligations of the Company under its loan obligations with the Bank.

4. Events Triggering Termination and/ or Reverter. The Development Agreement is hereby amended to delete Section 4(B) and replace it with the following new Section 4(B):

B. Events Triggering Termination and/ or Reverter. If Company does not timely Begin Construction or Substantially Complete construction of the Phase 1 or Phase 2 Improvements on the schedule stated above, subject to Unavoidable Delays, then such shall constitute a default hereunder, and the City may terminate this Agreement as set forth in Section 18 and City shall then have no further obligation to Company under this Agreement. In connection with the termination of this Agreement by the City, and in addition to any other remedies available to the City under this Agreement, the parties agree that the City is entitled to have title to the undeveloped portions of the Property conveyed to it, and Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to, a special warranty deed, or take such other actions as the City may reasonably request to effectuate said conveyance and to deliver to City title to the undeveloped portions of the Property, free and clear of any lien, claim, charge, security interest, mortgage or encumbrance, or past- due or currently due property taxes collectively, "Liens") arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the undeveloped portions of the Property. **Appointment of Attorney in Fact:** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days after written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed or other documents required by this Section, and for such limited purpose Company does hereby irrevocably constitute and appoint City as its attorney-in-fact.

Notwithstanding the above, in the event that Company does not Begin Construction or Substantially Complete construction of the Phase II Improvements, Company may retain title to the undeveloped portions of the

Property by making payment to the City for the fair market value of the undeveloped portions of the Property, as determined by appraisal performed by a mutually agreeable appraiser. In the event that payment by Company to City for the fair market value of the undeveloped portions of the Property is not made within ninety (90) days of the date of a notice delivered to Company pursuant to Section 18, then the terms immediately above shall be applicable as to the undeveloped portions of the Property.

5. Deadlines to Begin and Substantially Complete. The Development Agreement is hereby amended to delete Section 4(A) and replace it with the following new Section 4(A):

A. Deadlines to Begin and Substantially Complete. All deadlines are subject to Unavoidable Delays (defined below) and other applicable provisions of this Agreement governing modifications or extensions.

Company must obtain necessary permits and Begin Construction of the Phase 1 Improvements within the later of ten (10) months of the date of this Agreement or closing on the Property (the "Phase 1 Start Date") and must Substantially Complete the Phase 1 Improvements within twenty (20) months thereafter (the "Phase 1 Completion Deadline"). With respect to the Phase 2 Improvements, Company must obtain necessary permits and Begin Construction of the Phase 2 Improvements within **eighteen (18) months** of Substantial Completion of the Phase 1 Improvements and must Substantially Complete the Phase 2 Improvements within fourteen (14) months thereafter. For purposes of this Agreement, " Begin Construction" shall mean the mobilization and entry by the Company' s general contractor on the Property to start construction of the Project pursuant to the construction contract executed between the Company and the general contractor, and " Substantially Complete" shall mean the date on which the phase Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and the City has verified that any Project element for which no permit was necessary has been completed to City' s reasonable satisfaction. The City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements. Any additional or longer time extensions will require consent of the City Council.

6. Representations and Warranties of the Company. The Company hereby represents and warrants that there have been no prior assignments of its rights under the Development Agreement, that the Development Agreement is a valid and enforceable agreement, that neither the City nor the Company is in default thereunder and that all covenants, conditions and agreements have been performed as required therein, except those not to be performed until after the date hereof. The Company agrees not to sell, assign, pledge, mortgage or otherwise transfer or encumber its interest in the Development Agreement as long as this Second Amendment and Assignment is in effect. The Company hereby irrevocably constitutes and appoints the Bank as its attorney in fact to demand, receive and enforce the Company's rights under the Development Agreement for and on behalf of and in the name of the Company

or, at the option of the Bank, in the name of Bank, with the same force and effect as the Company could do if this Second Amendment and Assignment had not been made.

7. Attorney-in-Fact. Upon the occurrence of a default or event of default under the loan obligations with the Bank (a “Default”), without affecting any of the Bank’s rights or remedies against the Company under any other instrument, the Company shall be deemed to have irrevocably appointed the Bank as the Company’s attorney in fact to exercise any or all of the Company’s rights in, to and under the Development Agreement and to give appropriate receipts, releases and satisfactions on behalf of the Company in connection with the performance by any party to the Development Agreement and to do any or all other acts in the Company’s name or in Bank’s own name that the Company could do under the Development Agreement with the same force and effect as if this Second Amendment and Assignment had not been made. In addition, the Bank shall have the right to exercise and enforce any and all rights and remedies available after a default to a secured party under the Uniform Commercial Code as adopted in the State of Iowa. If notice to the Company of any intended disposition of collateral or of any intended action as required by law in any particular instance, such notice shall be deemed commercially reasonable if given in writing at least ten (10) days prior to the intended disposition or other action.

8. City Consent. The City hereby consents and agrees to the terms and conditions of the Second Amendment and Assignment. The City is not in breach or default of its obligations under the Development Agreement and, to the City’s knowledge, the Company is not in breach or default of its obligations under the Development Agreement.

9. No Amendment. The Company and the City agree that no material change or amendment shall be made to terms of the Development Agreement without the prior written consent of the Bank, which consent shall not be unreasonably withheld or delayed.

10. No Waiver. This Second Amendment and Assignment can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by Bank. A waiver by Bank shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Bank’s rights or remedies hereunder. All rights and remedies of Bank shall be cumulative and shall be exercised singularly or concurrently, at Bank’s option, and any exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other.

11. Notice. Any notice, request, demand or other communication hereunder shall be deemed duly given if delivered to the Bank as set forth below:

Farmers State Bank
131 Tower Park Drive Suite 100
Waterloo, IA 50701

12. Counterparts. This agreement may be executed in multiple counterparts, and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement.

13. No Effect. Except as modified herein, the Development Agreement shall remain in full force and effect.

14. The Development Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

[Signature Pages Next Page]

IN WITNESS WHEREOF, the parties have executed this Second Amendment and Assignment by their duly authorized representatives as of the date set forth above.

CITY OF WATERLOO, IOWA

By: _____
David Boesen, Mayor

By: _____
Kelley Felchle, City Clerk

STATE OF IOWA)
) ss
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2026, before me a Notary Public in and for said State, 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 voluntarily executed.

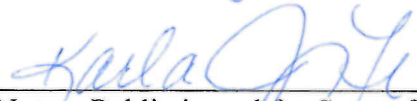
Notary Public in and for State of Iowa
My commission expires: _____

BKKS HOLDINGS, LLC

By: 
Tyler Kunkle, President

STATE OF IOWA)
) ss
COUNTY OF BLACK HAWK)

Acknowledged before me on this 26th day of May, 2026, by Tyler Kunkle,
as the President of BKKS Holdings, LLC.


Notary Public in and for State of Iowa
My commission expires: 10-11-26

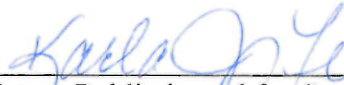


FARMERS STATE BANK

By: 
Luke Knutson, Assistant Vice President

STATE OF IOWA)
) ss
COUNTY OF BLACK HAWK)

Acknowledged before me on this 26th day of May, 2026, by Luke Knutson, Assistant Vice President of Farmers State Bank.


Notary Public in and for State of Iowa
My commission expires: 10-11-26



**FIRST AMENDMENT TO DEVELOPMENT AGREEMENT
AND FIRST AMENDMENT TO MNIMUM ASSESSMENT AGREEMENT**

This First Amendment to Development Agreement and First Amendment to Minimum Assessment Agreement (the “Amendment”) is entered into as of _____, 2026, by and between BKKS Holdings, LLC (the “Company”) and the City of Waterloo, Iowa (the “City”).

RECITALS

A. Company and City are parties to that certain Development Agreement (“DA”) and Minimum Assessment Agreement (“MAA”) dated July 7, 2025, and recorded with the Black Hawk County Recorder on September 22, 2025, as Doc. No. 2025-13843.

B. The parties desire to amend the DA and MAA as set forth in this Amendment.

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

1. Section 2 of the DA is hereby stricken in its entirety and replaced with the following amended Section 2:

2. Phased Improvements by Company. The parties contemplate that Company will develop the Property in phases, each of which is generally described as follows, although more detailed plans for each phase will be developed at one or more future dates. Phase 1 shall consist of the construction or development of **42,050** square feet of storage units along with related landscaping, storm water, paving, signage and parking improvements. Phase II shall consist of the construction or development of **52,050** square feet of storage units along with related landscaping, storm water, paving, signage and parking improvements. The construction and/ or development as described above are collectively referred to as the “Improvements” or the “Project.” The Improvements relating to each separate Phase will

be referred to as" Phase 1 Improvements" and/or "Phase 2 Improvements," as is applicable.

Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban renewal plan applicable to the Property, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific building designs and site plans for City' s review and reasonable approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed, including but not limited to final permit inspections. The Property, the Improvements, and all site preparation and development- related work to make any of the Property usable for Company' s purposes as contemplated by this Agreement are collectively referred to as the" Project."

2. Section 8 of the DA is hereby amended, with respect to the Phase 1 Minimum Actual Value, to strike "\$2,515,000" and to substitute in its place "\$1,995,000.00"

3. Section 1 of the MAA (Exhibit B to DA) is amended to strike "2,515,000" and to substitute in its place "\$1,995,000.00."

4. Except as modified herein, the DA and MAA shall continue unmodified in full force and effect. Terms in this Amendment that are capitalized but not defined will have the same meanings herein that are ascribed to them in the DA or MAA. This Amendment may be executed in multiple counterparts. The DA, MAA, and this Amendment shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.

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

[signatures on next page]

CITY OF WATERLOO, IOWA

BKKS HOLDINGS, LLC

By: _____
David Boesen, Mayor

By: _____
Tyler Kunkle, President

Attest: _____
Kelley Felchle, City Clerk

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

On this ____ day of _____, 2026, before me, a notary public in and for the State of Iowa, personally appeared David Boesen and Kelley Felchle, to me personally known, who being duly sworn ho being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

Notary Public

STATE OF _____)
) **ss.**
COUNTY OF _____)

Subscribed and sworn before me on _____,
by **Tyler Kunkle** as President (title) of BKKS Holdings, LLC.

Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than Two Million Five Hundred Fifteen Thousand and 00/ 100 Dollars (\$1,995,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

_____ Date

_____ Assessor for Black Hawk County, Iowa

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

Subscribed and sworn to before me on _____ by
T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

_____ Notary Public

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of this _____ day of _____ 2025, by and between BKKS Holdings, LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

- A. In furtherance of the objectives of Chapter 403 of the Code of Iowa, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the East Waterloo Unified Urban Renewal and Redevelopment Plan Area ("Urban Renewal Area").
- B. Company is willing and able to finance and construct or erect structures and improvements as provided in this Agreement on property legally described in Exhibit A (the "Property"), which is located within the Urban Renewal Area.
- C. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

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

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Company in its as-is condition for the sum of \$1.00. Conveyance shall be by

special warranty deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements 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 have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Improvements (defined below), which may take the form of a lending commitment letter. Company shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement without further obligation and return the abstract of title to City.

2. **Phased Improvements by Company.** The parties contemplate that Company will develop the Property in phases, each of which is generally described as follows, although more detailed plans for each phase will be developed at one or more future dates. Phase 1 shall consist of the construction or development of 52,050 square feet of storage units along with related landscaping, storm water, paving, signage and parking improvements. Phase II shall consist of the construction or development of 42,050 square feet of storage units along with related landscaping, storm water, paving, signage and parking improvements. The construction and/or development as described above are collectively referred to as the "Improvements" or the "Project." The Improvements relating to each separate Phase will be referred to as "Phase 1 Improvements" and/or "Phase 2 Improvements," as is applicable.

Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban renewal plan applicable to the Property, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific building designs and site plans for City's review and reasonable approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed, including but not limited to final permit inspections. The Property, the Improvements, and all site preparation and development-related work to make any of the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project."

3. **Construction Plans.** Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the "Plans") that have been submitted to the City. Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of such improvements as detailed and outlined in the Plans.

If any material modification in the scope, scale or nature of the Plans is proposed,

Company shall submit modified Plans (the “Modified Plans”) to the City for review. Modified Plans shall be subject to approval by the City as provided in this Section. City shall approve the modified Plans in writing if: (a) the Modified Plans conform to the terms and conditions of this Agreement; (b) the Modified Plans conform to the terms and conditions of the urban renewal plan; (c) the Modified Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (d) the Modified Plans are adequate for purposes of this Agreement to provide construction to provide for the construction of the Improvements, and no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans or Modified Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans or Modified Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

The Plans or Modified Plans must be rejected in writing by City within thirty (30) days of submission or shall be deemed to have been approved by the City. If City rejects the Plans or Modified Plans in whole or in part, Company shall submit new or corrected Plans or Modified Plans within thirty (30) days after receipt by Company of written notification of the rejection, accomplished by a written statement of the City specifying the respects in which Company’s Plans or Modified Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Plans or Modified Plans shall continue to apply until they have been approved by the City, provided, however, that in any event Company shall submit Plans or Modified Plans which are approved by City prior to commencement of construction of additional or modified Improvements.

Approval of the Plans or Modified Plans by the City shall not relieve Company of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Plans or Modified Plans by City be deemed to constitute a waiver of any Event of Default. Approval of Plans or Modified Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose nor subject the City to any liability for the Improvements as constructed.

4. Timeliness of Construction; Possibility of Reverter. The parties agree that Company’s commitment to undertake the Project and to construct the Improvements in a timely manner constitutes a material inducement for the City to make the Grant to Company and that without said commitment City would not have done so.

A. Deadlines to Begin and Substantially Complete. All deadlines are subject to Unavoidable Delays (defined below) and other applicable provisions of this Agreement governing modifications or extensions.

Company must obtain necessary permits and Begin Construction of the Phase 1 Improvements within the later of ten (10) months of the date of this Agreement or closing on the Property (the “Phase 1 Start Date”) and must Substantially Complete the Phase 1 Improvements within twenty (20) months thereafter (the “Phase 1

Completion Deadline"). With respect to the Phase 2 Improvements, Company must obtain necessary permits and Begin Construction of the Phase 2 Improvements within four (4) months of Substantial Completion of the Phase 1 Improvements and must Substantially Complete the Phase 2 Improvements within fourteen (14) months thereafter. For purposes of this Agreement, "Begin Construction" shall mean the mobilization and entry by the Company's general contractor on the Property to start construction of the Project pursuant to the construction contract executed between the Company and the general contractor, and "Substantially Complete" shall mean the date on which the phase Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and the City has verified that any Project element for which no permit was necessary has been completed to City's reasonable satisfaction. The City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements. Any additional or longer time extensions will require consent of the City Council.

B. Events Triggering Termination and/or Reverter. If Company does not timely Begin Construction or Substantially Complete construction of the Phase 1 or Phase 2 Improvements on the schedule stated above, subject to Unavoidable Delays, then such shall constitute a default hereunder, and the City may terminate this Agreement as set forth in Section 18 and City shall then have no further obligation to Company under this Agreement. In connection with the termination of this Agreement by the City, and in addition to any other remedies available to the City under this Agreement, the parties agree that the City is entitled to have title to the Property conveyed to it, and Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to, a special warranty deed, or take such other actions as the City may reasonably request to effectuate said conveyance and to deliver to City title to the Property, free and clear of any lien, claim, charge, security interest, mortgage or encumbrance, or past-due or currently due property taxes (collectively, "Liens") arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. **Appointment of Attorney in Fact:** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days after written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed or other documents required by this Section, and for such limited purpose Company does hereby irrevocably constitute and appoint City as its attorney-in-fact.

C. Unavoidable Delays. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each an "Unavoidable Delay"), the requirement that construction be completed by the Completion Deadline shall be tolled for a period of time equal to the period of Unavoidable Delay. As promptly as possible, Company shall notify City in writing of the occurrence of any Unavoidable Delay and shall again notify City in writing when the Unavoidable Delay has ended.

5. **Indemnity.** Company agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or incurred as a result of or in connection with the Project, Company's failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

6. **No Encumbrances; Limited Exception.** Until Substantial Completion of the Improvements, Company agrees that it shall not create, incur, or suffer to exist any lien, encumbrance, mortgage, security interest, or charge on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements and of which Company notifies City in advance of Company's execution of any such mortgage. Company may not mortgage or encumber the Property or any part thereof for any purpose except in connection with financing of the Improvements, whether through a construction loan or permanent loan.

7. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Property. Company will be responsible for payment of any associated connection fees other than water connection fees, which will be paid by City.

8. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable value for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of \$2,515,000 (the "Phase 1 Minimum Actual Value"), through:

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

Company agrees to execute and deliver the MAA concurrently with its execution and delivery of this Agreement. In connection with the construction of Phase 2 Improvements, the parties will execute and record a separate amendment to the minimum assessment agreement for the purpose of increasing the Minimal Actual Value to an amount that reflects the value added by Phase 2 Improvements, which shall yield a total value of not less than \$4,266,000 for Phase 1 and Phase 2 Improvements combined.

9. **Tax Rebates.** Provided that Company has completed the Phase 1 Improvements and the Phase 2 Improvements as set forth in this Agreement before the respective Substantial Completion Deadlines and has executed, as appropriate, the Minimum Assessment Agreement or an amendment to the Minimum Assessment Agreement, City agrees to rebate property tax (with the exceptions noted below) with respect to Phase 1 Improvements and Phase 2 Improvements as follows:

50% rebate for each of Years One through Five

for any assessed value added by the completed Phase 1 Improvements and Phase 2 Improvements (each such payment is a "Rebate") over the base value of \$5,412.00. Each Rebate is payable in respect of a given property tax fiscal year (a "Fiscal Year") only to the extent that (a) Company has actually paid general property taxes due and owing for such Fiscal Year and (b) the city council has made an appropriation for the payment of the Rebate. To receive a Rebate for a given Fiscal Year, Company must, within twelve (12) months after the due date of the last installment of the property taxes for the respective Fiscal Year (i.e., the "March Installment"), submit a completed Rebate request to City on the form provided by or otherwise satisfactory to City. A failure to timely submit a request for a Rebate for a Fiscal Year will result in a forfeiture of the right to request a Rebate for such Fiscal Year. City agrees to consider a completed application for a Rebate within sixty (60) days after submission of the application to City.

The assessed value of the Property as a result of the Improvements constructed thereon must be increased by a minimum of 10% and must increase the annual tax by a minimum of \$500.00. Rebates shall not be paid based on any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law. The first Fiscal Year in respect of which a Rebate may be given ("Year One") shall be the first full Fiscal Year for which the assessment is based upon the completed value of the Phase 1 Improvements and Phase 2 Improvements and not based on a prior Fiscal Year for which the assessment is based solely upon (x) the value of the Property, or upon (y) the value of the Property and a partial value of the Phase 2 Improvements due to partial completion of such Improvements or a partial Fiscal Year.

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

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

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

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

A. It is duly organized, validly existing, and in good standing under the laws

of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

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

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

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

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

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

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

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

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably

requested by City, as to the actual progress of Company with respect to construction of the Improvements. However, in no event shall Company be required to submit a report more frequently than once every thirty (30) day period.

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

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

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

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

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

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

13. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

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

15. **Indemnification and Releases.**

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property arising after Company's lease or acquisition of the same or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any Willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and conditions of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property.

C. The provisions of this Section shall survive the expiration or termination of this Agreement.

16. **Obligations Contingent.** Each and every obligation of the City under this Agreement is subject to and contingent upon the Company purchasing or acquiring the Property. Furthermore and in addition, each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or Project area, all of which must be completed within 90 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 90-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

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

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

B. Transfer by Company of any interest (either directly or indirectly) in the Improvements, any part of the Property, or this Agreement, without the prior written consent of City except or otherwise as security for financing of Project improvements;

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

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

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

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

18. Remedies.

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

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

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

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

20. No Third-Party Beneficiaries. No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity

shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

21. **Notices.** Notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, and addressed:

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

(b) If to Company, Tyler Kunkle , 3132 Big Woods Road, Cedar Falls, Iowa 50613.

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

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

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

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

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

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

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

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

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

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

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

CITY OF WATERLOO, IOWA

BKKS Holdings, LLC

By: _____
Quentin M. Hart, Mayor

By: _____
Tyler Kunkle

Attest: _____
Kelley Felchle, City Clerk

Title: _____

EXHBIIT A

DESCRIPTION

Lot 34, Lot 35, Lot 36, Lot 37, Lot 38, and Lot 39 of the Waterloo Air and Rail Park, 4th Addition, Waterloo, Black Hawk County, Iowa.

EXHIBIT B

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of this _____ day of _____, 2025, and among the CITY OF WATERLOO, IOWA ("City") and BKKS Holdings, LLC ("Company"), and the COUNTY ASSESSOR of the BLACK HAWK COUNTY, IOWA ("Assessor").

WITNESSETH:

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

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan area, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property (the "Project"); and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

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

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

1. Upon completion of construction of the Minimum Improvements by Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Project shall not be less than \$2,515,000 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the date set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by February 28, 2027, the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below. The parties contemplate a later amendment to this Agreement that increases the Minimum Actual Value in connection with Phase 2 Improvements.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2037.

The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

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

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

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

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

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

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

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

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

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

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

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

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

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

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

[signatures on next page]

CITY OF WATERLOO, IOWA

BKKS Holdings, LLC

By: _____
Quentin M. Hart, Mayor

By: _____
Tyler Kunkle

Attest: _____
Kelley Felchle, City Clerk

Title: _____

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

On this ____ day of _____, 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 _____)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on _____,
by **Tyler Kunkle** as _____ (title) of BKKS Holdings, LLC.

Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than Two Million Five Hundred Fifteen Thousand and 00/ 100 Dollars (\$2,515,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

_____ Date

_____ Assessor for Black Hawk County, Iowa

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

Subscribed and sworn to before me on _____ by
T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

_____ Notary Public



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving First Amendment to the Development Agreement with Perry and Michelle Gamblin, originally executed June 3, 2024, extending the timeline by twelve months for the construction of a minimum twenty-four-foot by twenty-four-foot accessory structure, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a resolution approving the First Amendment to the Development Agreement with Perry and Michelle Gamblin, amending the timeline for the construction of a minimum 24' X 24' accessory structure, and authorizing the Mayor and City Clerk to execute said document. The applicants are requesting additional time to construct an accessory structure on a lot that was purchased from the city, which was acquired, and the home on the site was demolished in 2009. The amendment would extend the period to substantially complete the project by 12 months, from June 3, 2026 to June 3, 2027.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lot No. 10 in R. N. Cowin's Addition to the City of Waterloo, Iowa.

ATTACHMENTS

1. 1st Amendment to Gamblin Development Agreement
2. Gamblin DA Recorded Documents

Prepared by: John Dornoff 715 Mulberry Street, Waterloo, Iowa (319)291-4366

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This Amendment to Development Agreement (the “Amendment”) is entered into as of June 3, 2024, by and between the City of Waterloo, Iowa (“City”) and Midwest Development Co. (“Company”).

RECITALS

A. The developer and City are parties to that certain Development Agreement dated June 3, 2024 (the “Agreement”) concerning the development of property as described in the Agreement. The Agreement was filed in the records of the Black Hawk County Recorder on July 16, 2024, as Doc. No. 2024-17358.

B. The parties desire to amend the Agreement on the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and of other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to amend the Agreement as follows:

1. Paragraph 3 of the Agreement is hereby stricken in its entirety and substituted with an amended Paragraph 3 as follows:

Timeliness of Construction; Possibility of Reverter. The parties agree that Developer's commitment to cause the Project to be undertaken and to construct the Improvements in a timely manner constitutes a material inducement for the City to extend the development incentives provided for in this Agreement, including but not limited to its commitment to convey the Property to Developer, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), the Improvements must be Substantially Completed within thirty-six (36) months after the date of the Original Agreement (the "Project Completion Date"). For purposes of this Agreement, "Substantially Completed" means that the Improvements have been completed to a state that City in its reasonable judgment considers to be complete, including but not limited to any final building inspections.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Development Agreement as of the date first set forth above.

Developers

CITY OF WATERLOO, IOWA

By: _____
Perry Gamblin

By: _____
David Boesen, Mayor

By: _____
Michelle M. Gamblin

By: _____
Kelley Felchle, City Clerk

*Prepared by LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, (319) 291-4323.

RESOLUTION NO. 2024-336

RESOLUTION AUTHORIZING THE SALE AND CONVEYANCE OF CITY-OWNED PROPERTY LOCATED EAST OF 127 CONGER STREET IN THE AMOUNT OF \$1.00, TO PERRY AND MICHELLE GAMBLIN, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID DOCUMENTS.

WHEREAS, the City of Waterloo, Iowa is the owner of property located at 127 Conger Street, in the City of Waterloo, Iowa, and legally described as follows:

LOT NO. 10 IN R. N. COWIN'S ADDITION TO THE CITY OF WATERLOO, IOWA.

WHEREAS, an offer to purchase said city-owned property, in the amount of \$1.00 has been made by Perry and Michelle Gamblin, for the construction of a garage with a minimum size of 24 feet by 24 feet, and

WHEREAS, a public hearing was held on June 3, 2024, at 5:30 p.m. in the Harold E. Getty Council Chambers, City Hall, Waterloo, Iowa, as provided by law, by the Council of the City of Waterloo, Iowa, on the proposal to sell and convey premises owned by the City of Waterloo, Iowa, to Perry and Michelle Gamblin, and

WHEREAS, it is the opinion of this Council that the sale and conveyance should be made as proposed.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF WATERLOO, IOWA, AS FOLLOWS:

1. The city-owned property located at 127 Conger Street, in the City of Waterloo, Iowa, as fully described in the published notice in the Waterloo Courier on May 25, 2024, is not presently needed, and will not be needed in the foreseeable future for municipal purposes, and its ownership is serving no municipal purpose.
2. That the offer of Perry and Michelle Gamblin to purchase the city-owned property, located 127 Conger Street, in the amount of \$1.00, for the construction of a garage with a minimum size of 24 feet by 24 feet, is hereby accepted for said property.
3. That the City of Waterloo, Iowa is conveying said property by quit claim deed.
4. That the Mayor and City Clerk are authorized and directed to execute said deed.
5. That the original of said quit claim deed, fully executed and acknowledged, is hereby approved and confirmed by this Council.
6. That the Community Planning and Development Director is authorized and directed to convey said property to Perry and Michelle Gamblin, upon execution of said deed and receipt of payment of \$1.00.

PASSED AND ADOPTED this 3rd day of June 2024.



Quentin Hart

Quentin Hart, Mayor

ATTEST:



Kelley Felchle

Kelley Felchle, City Clerk

CERTIFICATE

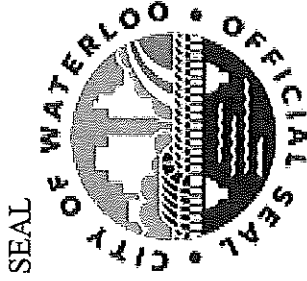
I, Kelley Felchle City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Resolution No. 2024-336 as passed and adopted by the City Council of the City of Waterloo, Iowa, on the 3rd day of June 2024.

Witness my hand and seal of office this 3rd day of June 2024.



Kelley Felchle

Kelley Felchle, City Clerk



City of Waterloo
Prepared LeAnn M. Even, Deputy City Clerk, City of Waterloo, 715 Mulberry Street, Waterloo,
IA 50703, (319) 291-4323.

RESOLUTION NO. 2024-337

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT TO INCLUDE THE CONSTRUCTION OF A GARAGE WITH A MINIMUM SIZE OF 24 FEET BY 24 FEET, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID DOCUMENTS.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA AS FOLLOWS:

1. That the Development Agreement dated June 3, 2024, between Perry and Michelle Gamblin and the City of Waterloo, for construction of a garage with a minimum size of 24 feet by 24 feet, located at 127 Conger Street, is hereby approved.
2. That 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 3rd day of June 2024.

ATTEST:

Kelley Felchle

Kelley Felchle, City Clerk



Quentin Hart

Quentin Hart, Mayor

CERTIFICATE

I, Kelley Felchle, City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Resolution No. 2024-337 as passed and adopted by the City Council of the City of Waterloo, Iowa, on the 3rd day of June 2024.

Witness my hand and seal of office on this 3rd day of June 2024.

SEAL



Kelley Felchle

Kelley Felchle, City Clerk



2024-17356
RECORDED: 07/16/2024 10:01:26 AM
RECORDING FEE: \$12.00
REVENUE TAX: \$
COMBINED FEE: \$12.00
SANDIE L. SMITH, RECORDER
BLACK HAWK COUNTY, IOWA

** Planning and zoning City of Waterloo*

Prepared by Martin M. Petersen, City Attorney, 715 Mulberry, Waterloo, IA, 50703, Telephone (319) 291-4327
TAX STATEMENT: Perry Gamblin and Michelle M. Gamblin, 127 Conger Street, Waterloo, IA 50703 SPACE ABOVE THIS LINE FOR RECORDER

QUIT CLAIM DEED

For the consideration of (\$1.00) One and no/100-----
Dollar(s) and other valuable consideration, plus costs

CITY OF WATERLOO, IOWA

does hereby Quit Claim to

**PERRY GAMBLIN and MICHELLE M. GAMBLIN,
Husband and Wife, as Joint Tenants with full rights of survivorship,
and not as tenants in common,**

all our right, title, interest, estate, claim and demand in the following-described real estate in
Black Hawk County, Iowa:

Lot No. 10 in R.N. Cowin's Addition to the City of Waterloo, Iowa.

This transaction exempt from Documentary Stamp and Declaration of Value per Iowa Code §428A.2(6) (2024).
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: June 3, 2024

CITY OF WATERLOO, IOWA

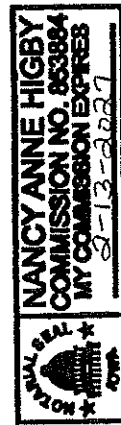
ATTEST:

Kelley Felche
Kelley Felche, City Clerk

Quentin Hart
Quentin Hart, Mayor

STATE OF IOWA, COUNTY OF BLACK HAWK) ss

On this 1st day of July, 2024, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle, 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 Resolution No. 2024-336 of the City Council on the 3rd day of June, 2024, and that Quentin Hart and Kelley Felchle 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.



Nancy Anne Higby
Notary Public in and for the State of Iowa

**THE COURIER
AFFIDAVIT OF PUBLICATION**

Waterloo-Cedar Falls Courier
6915 Chancellor Drive
Cedar Falls 50613
(319) 291-1400

State of Pennsylvania, County of Lancaster, ss:

Laquansay Nickson Watkins, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Waterloo-Cedar Falls Courier, a publication that is a "legal newspaper" as that phrase is defined for the city of Cedar Falls, for the County of Black Hawk, in the state of Iowa, that this affidavit is Page 1 of 1 with the full text of the sworn-notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
May 25, 2024

NOTICE ID: ccDazSOSWlquj4SdvKe1
PUBLISHER ID: COL-IA-600371
NOTICE NAME: Gamblin - 127 Conger
Publication Fee: \$18.54

Laquansay Nickson Watkins
(Signed)

VERIFICATION

State of Pennsylvania
County of Lancaster

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

Subscribed in my presence and sworn to before me on this: 05/31/2024

Nicole Burkholder

Notary Public
Notarized remotely online using communication technology via Proof.

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:
Notice is hereby given that on the 3rd day of June 2024, at 5:30 p.m., in the Harold E. Getty 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, for the sale and conveyance of city-owned property located east of 127 Conger Street, in the amount of \$1,00, to Perry and Michelle M. Gamblin, including approval of a Development Agreement for construction of an accessory structure, legally described as follows:
Lot No. 10 In R.N. Cowlin's Addition to the City of Waterloo, 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 20th day of May 2024.
Kallej Felchle, City Clerk
City of Waterloo, Iowa
COL-IA-600371

2024-17358
RECORDED: 07/16/2024 10:01:28 AM
RECORDING FEE: \$47.00
REVENUE TAX: \$
COMBINED FEE: \$47.00
SANDIE L. SMITH, RECORDER
BLACK HAWK COUNTY, IOWA

** Planning and Zoning City of Waterloo*

Preparer: Christopher S. Wendland, P.O. Box 596, Waterloo, Iowa 50704 (319) 234-5701
After recording, return to Community Planning & Development, 715 Mulberry Street, Waterloo, IA 50703.

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of June 3, 2024, by and between Perry Gamblin and Michelle M. Gamblin (collectively, "Developer"), and the City of Waterloo, Iowa ("City").

RECITALS

- A. Developer owns real property at 127 Conger Street and desires to acquire abutting real property owned by City, identified as parcel no. 8913-23-228-002, legally described as set forth on Exhibit "A" attached hereto (the "Property").
- B. City considers 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. City believes that placement of the Property on the tax rolls and providing for certain improvements to the Property is in the 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 has been undertaken and is being assisted.

AGREEMENT

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

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Developer for the sum of \$1.00 (the "Purchase Price"), receipt of which is acknowledged. Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements serving the Property; and (c) restrictions imposed by the City zoning ordinances and other applicable law. Developer may, at its own expense, obtain whatever form of title

evidence it desires. If title is unmarketable or subject to matters not acceptable to Developer, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Developer, Developer may terminate this Agreement. Closing shall occur within sixty (60) days after mutual execution of this Agreement by the parties, on a date mutually agreeable to the parties.

2. **Improvements by Developer.** Developer acknowledges that it has had a reasonable opportunity to inspect the Property and to conduct other due diligence related to the Project. Developer agrees to accept the Property in its "AS IS" condition, without any warranty from City, expressed or implied, as to the condition of the Property, its marketability, or its fitness for any particular purpose. Developer shall construct on the Property a garage with dimensions of no less than 24'x24' and shall properly dispose of all construction debris and seed or sod any ground disturbed by the project. The work of Developer as described in this Section is referred to as the "Improvements"). The Improvements shall be constructed in accordance with the terms of this Agreement, all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. Developer 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. Developer will be responsible to clear trees and brush, if any, from the Property at its own cost to allow for construction of all Improvements. The Property, the Improvements, and all site preparation and development-related work to be undertaken and completed by Developer under this Agreement are collectively referred to as the "Project."

3. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Developer's commitment to cause the Project to be undertaken and to construct the Improvements in a timely manner constitutes a material inducement for the City to extend the development incentives provided for in this Agreement, including but not limited to its commitment to convey the Property to Developer, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), the Improvements must be Substantially Completed within twenty-four (24) months after the date of this Agreement (the "Project Completion Date"). For purposes of this Agreement, "Substantially Completed" means that the Improvements have been completed to a state that City in its reasonable judgment considers to be complete, including but not limited to any final building inspections.

If the Improvements are Substantially Completes on the schedule stated above, then City may terminate this Agreement as set forth in Section 10, and City shall then have no further obligation under this Agreement. In any circumstance where Developer'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 Developer (each an "Unavoidable Delay"), the requirement that construction be completed by the Completion Deadline shall be tolled for a period of time equal to the period of Unavoidable Delay.

4. **Reverter of Title; Indemnity.** In the event of any reverter of title, Developer 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 that is free and clear of any lien, claim, charge, security interest, mortgage, encumbrance, property tax or special assessment (collectively, "Liens") arising by or through Developer. Developer shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. In connection with any reverter of title, Developer shall not be entitled to a refund of the Purchase Price. **Appointment of Attorney in Fact:** If Developer 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 Developer's behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Developer does hereby irrevocably constitute and appoint City as its attorney-in-fact.

Developer 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 Developer'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 Developer's ownership of same. If City files suit to enforce the terms of this Agreement and prevails in such suit, then Developer shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Developer's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

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

- A. Until the Improvements have been Substantially Completed, Developer shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Developer with respect to construction of the Improvements.
- B. Developer will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses, other than laws, rules and regulations where the failure to comply with the same, or where the sanctions and penalties resulting therefrom, would

not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Developer.

- C. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Improvements.
- D. Developer shall make no sale or conveyance of the Property or any portion thereof separately from sale or conveyance of Developer's own property, without City's prior written consent.

6. **No Encumbrances.** Until completion of the Improvements, Developer agrees that it shall not create, incur, or suffer to exist any Liens on the Property. Developer may not mortgage the Property or any part thereof for any purpose before the Improvements are Substantially Completed. Any mortgage in violation of this Section shall be void.

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 Developer.** Developer hereby represents and warrants as follows:

- A. 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 Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.
- B. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

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

- A. Failure by Developer to cause the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;
- B. Transfer by Developer of any interest (either directly or indirectly) in the Improvements, the Property, or this Agreement, without the prior written consent of City;
- 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. Any representation or warranty made by Developer in this Agreement, or made by Developer in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

10. **Remedies.**

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

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

11. **Indemnification.** Developer hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Project site 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 Developer or its directors, officers, employees, contractors or agents, or any other person who may be about the Project site 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.

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

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

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, or by United States registered or certified mail, postage prepaid, and addressed:

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

(b) if to Developer, at 127 Conger 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, 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.

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

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

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

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

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

CITY OF WATERLOO, IOWA

By: Quentin Hart
Quentin M. Hart, Mayor

Perry Gamblin
Perry Gamblin

Attest: Kelley Felchle
Kelley Felchle, City Clerk

Michelle M. Gamblin
Michelle M. Gamblin

EXHIBIT "A"

Legal Description of Property

Lot No. 10 in R.N. Cowin's Addition to the City of Waterloo, Iowa.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving a Development and Minimum Assessment Agreement with Black River Bells, LLC, for the construction of an approximately 2,000 square-foot commercial building with a minimum assessed value of \$1,045,000.00, including CURA tax abatement, located at 2065 Logan Avenue, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Black River Bells LLC is requesting 10 years of the graduated scale tax abatement through the CURA program for the construction of a new 2,000 square foot building for Taco Bell at 2065 Logan Avenue. The abatement schedule will start at year 2 at 70% because the building was completed in 2023 and is now applying for tax abatement. A recent change to Iowa Code requires that all commercial properties requesting abatement under an urban revitalization program, which the CURA is, require approval of a development agreement and minimum assessment agreement.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

The East Half of Lot No. 2 in Auditor Barnes Plat No. 1 in the City of Waterloo, Black Hawk County, Iowa except that part deeded in 576 CLD 735.

ATTACHMENTS

1. 2065 Logan Ave Aerial
2. Black River Bells - DA

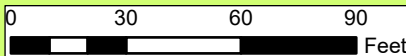


63

2065 Logan Ave 63

63

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.



Black River Bells LLC
2065 Logan Ave
Waterloo, Iowa



DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, 2026 by and between Black River Bells LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

- A. Company is the owner of real property legally described as set forth on Exhibit "A" attached hereto (the "Property"), and Company is willing and able to finance and undertake 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 an approximately 2,000 square foot building (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban revitalization plan applicable to the Property, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific building designs and site plans for City review and approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be

lawfully constructed. The Property, the Improvements, and all development-related work to make the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project."

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

A. Deadlines to commence and complete. Company has begun and substantially completed construction of the Improvements. 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 \$1,045,000.00 (the "Minimum Actual Value"), through:

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

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

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

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

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

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

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

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

D. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses, other than laws, rules and regulations where the failure to comply

with the same or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Company.

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

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

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

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

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

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

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

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

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

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

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

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

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

9. **Indemnification.** Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its members, managers, employees, contractors or agents, or

any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents. The provisions of this Section shall survive the expiration or termination of this Agreement.

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

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

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

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

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

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

11. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days’ written notice to

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

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

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

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

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

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

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

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

(b) if to Company, at Black River Bells LLC, 7915 Kensington Ct, Brighton, MI 48116

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF WATERLOO, IOWA

Black River Bells LLC

By: _____
David Boesen, Mayor

By: _____
Clint Lyders
Managing Member

Attest: _____
Kelley Felchle, City Clerk

EXHIBIT "A"

Legal Description of Property

The East Half of Lot No. 2 in Auditor Barnes Plat No. 1 in the City of Waterloo, Black Hawk County, Iowa except that part deeded in 576 CLD 735.

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"), Black River Bells 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 \$1,045,000.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the date set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by December 31, 2026 the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31,

2038. 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

BLACK RIVER BELLS LLC

By: _____
David Boesen, Mayor

By: _____
Clint Lyders
Managing Member

By: _____
Kelley Felchle, City Clerk

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

On this _____ day of _____, 2026, before me, a Notary Public in and for the State of Iowa, personally appeared David Boesen and Kelley Felchle, to me personally known, who being duly sworn, 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 Clint Lyders as Managing Member of Black River Bells, 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 One Million and Fourty-Five Thousand and 00/100 Dollars (\$1,045,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

Assessor for Black Hawk County, Iowa

Date

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

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

Notary Public



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving a Development and Minimum Assessment Agreement with Highlands Enterprises, LLC, for the renovation of property located at 4000 University, including fifteen years at fifty percent rebates and a minimum assessed value of \$5,500,000.00, and authorizing the Mayor and City Clerk to execute said documents.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Highlands Enterprises LLC is partnering with the City through a Development Agreement for the renovation of 4000 University for a new tenant. The City is offering 15 years at 50% rebates. The Minimum Assessed Value will be \$5,500,000.00.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

University TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

See attached

ATTACHMENTS

1. 4000 University Legal Description

EXHIBIT "A"
LEGAL DESCRIPTION

PART OF LOTS 1, 2, AND 4 AND ALL OF LOT 3 OF CENTENNIAL SECOND ADDITION IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, AS RECORDED IN PLAT BOOK I AT PAGE 87 IN THE OFFICE OF THE COUNTY RECORDER, BLACK HAWK COUNTY, IOWA AND ALL OF LOTS 3 AND 4 IN CENTENNIAL ADDITION IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, AS RECORDED IN PLAT BOOK H AT PAGE 132 IN THE OFFICE OF THE COUNTY RECORDER, BLACK HAWK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 3 OF CENTENNIAL ADDITION; THENCE SOUTH 88°50'12" WEST 200.80 FEET ON THE SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 3 OF CENTENNIAL ADDITION, ALSO BEING A POINT ON THE EAST LINE OF SAID LOT 4 OF CENTENNIAL SECOND ADDITION; THENCE SOUTH 00°09'45" WEST 211.20 FEET ON SAID EAST LINE TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF UNIVERSITY AVENUE; THENCE NORTH 73°50'52" WEST 310.96 FEET ON SAID RIGHT-OF-WAY LINE TO A POINT ON THE WEST LINE OF SAID LOT 4 OF CENTENNIAL SECOND ADDITION; THENCE NORTH 00°00'08" WEST 307.00 FEET ON SAID WEST LINE TO THE NORTHWEST CORNER OF SAID LOT 4 OF CENTENNIAL SECOND ADDITION, ALSO BEING A POINT ON THE SOUTH LINE OF SAID LOT 2 OF CENTENNIAL SECOND ADDITION; THENCE NORTH 89°20'20" WEST 2.66 FEET ON SAID SOUTH LINE TO A POINT THAT IS COMMON WITH SAID LOT 2 OF CENTENNIAL SECOND ADDITION; THENCE NORTH 38°38'02" WEST 97.16 FEET ON A LINE THAT IS COMMON WITH SAID LOT 2 OF CENTENNIAL SECOND ADDITION TO A POINT THAT IS COMMON WITH SAID LOT 2 OF CENTENNIAL SECOND ADDITION; THENCE NORTH 00°02'27" EAST 69.93 FEET; THENCE SOUTH 89°59'58" EAST 85.08 FEET; THENCE NORTH 00°00'03" WEST 299.83 FEET TO A POINT THAT IS ON THE SOUTH LINE OF ACORN ADDITION IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA, AS RECORDED AS DOCUMENT 2004-00011179 IN THE OFFICE OF THE COUNTY RECORDER, BLACK HAWK COUNTY, IOWA; THENCE SOUTH 89°42'35" EAST 478.50 FEET ON SAID SOUTH LINE TO A POINT THAT IS ON THE EAST LINE OF SAID LOT 1 OF CENTENNIAL SECOND ADDITION; THENCE SOUTH 00°01'23" WEST 621.49 FEET ON SAID EAST LINE, THE EAST LINE OF SAID LOTS 2 AND 3 OF CENTENNIAL SECOND ADDITION AND THE EAST LINE SAID LOTS 4 AND 3 OF CENTENNIAL ADDITION TO THE POINT OF BEGINNING, CONTAINING 8.35 ACRES AND IS SUBJECT TO ANY AND ALL EASEMENTS, BE THEY OF RECORD OR NOT.

FOR THIS SURVEY THE SOUTH LINE OF SAID LOT 3 OF CENTENNIAL ADDITION WAS ASSUMED TO BEAR SOUTH 88°50'12" WEST.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Building Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving a Contract with Midwest Cleaning Pros, of Waverly, Iowa, in the amount of \$103,848.00 annually, in conjunction with the cleaning of City Hall, Carnegie Annex, Waterloo Police Training Center, Veteran's Memorial Hall, and Parking Ramp attached to the Waterloo Building, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approve

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Resolution approving a Janitorial Contract with Midwest Cleaning Pros of 1527 Garden Avenue, Waverly, IA 50677, in the amount of \$103,848.00 annually, in conjunction with the daily cleaning of City Hall, Carnegie Annex, Police Training Center, Vet Memorial Hall, Parking Ramp Enclosure attached to the Waterloo Building, and authorizing the Mayor and City Clerk to execute said document.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Midwest Cleaning Pros Janitorial Estimate

ESTIMATE

Midwest Cleaning Pros LLC

1527 Garden Ave
Waverly, IA 50677-9124

info@midwestcleaningpros.com

+1 (319) 883-4760
midwestcleaningpros.com



Bill to

City of Waterloo
City of Waterloo
715 Mulberry
Waterloo, IA 50702

Estimate details

Estimate no.: 1033

Estimate date: 04/13/2026

#	Service Date	Product/service	Description	Qty	Rate	Amount
1.		General Commercial and Office Cleaning	Provide janitorial cleaning services for City of Waterloo City Hall, located at 715 Mulberry Street, Waterloo, IA. Service includes routine daily cleaning Monday through Friday for approximately 44,000 square feet. Staffing is based on 2 cleaners working 3 hours per visit, for a total of 6 labor hours per day. Monthly service rate: \$4,662.00	1	\$4,662.00	\$4,662.00
					Total	\$4,662.00

Note to customer

Prepared For:
City of Waterloo
715 Mulberry Street
Waterloo, IA

Facility Size:
Approximately 44,000 square feet

Service Frequency:
Monday through Friday

Staffing Plan:
2 cleaners for 3 hours per visit
Total of 6 labor hours per day

ESTIMATE

Midwest Cleaning Pros LLC
1527 Garden Ave
Waverly, IA 50677-9124

info@midwestcleaningpros.com
+1 (319) 883-4760
midwestcleaningpros.com



Bill to
City of Waterloo
620 Mulberry Street
Waterloo IA 50702

Estimate details

Estimate no.: 1034
Estimate date: 04/13/2026

#	Service Date	Product/service	Description	Qty	Rate	Amount
1.		Daily Cleaning Service	Provide janitorial cleaning services for Carnegie Annex, located at 620 Mulberry Street, Waterloo, IA. Service includes routine cleaning for approximately 9,000 square feet. Staffing is based on 2 cleaners working 2 hours per visit, for a total of 4 labor hours per cleaning. Monthly service rate: \$2,849.	1	\$2,849.00	\$2,849.00
Total						\$2,849.00

Note to customer

Prepared For:
City of Waterloo
715 Mulberry Street
Waterloo, IA

Facility Size:
Approximately 9,000 square feet

Service Frequency:
Monday through Friday

Staffing Plan:
2 cleaners for 2 hours per visit
Total of 4 labor hours per day

Accepted date

Accepted by

ESTIMATE

Midwest Cleaning Pros LLC
1527 Garden Ave
Waverly, IA 50677-9124

info@midwestcleaningpros.com
+1 (319) 883-4760
midwestcleaningpros.com



Bill to

City of Waterloo
City of Waterloo
715 Mulberry
Waterloo, IA 50702

Estimate details

Estimate no.: 1035
Estimate date: 04/13/2026

#	Service Date	Product/service	Description	Qty	Rate	Amount
1.		General Commercial and Office Cleaning	Provide janitorial cleaning services for the Waterloo Police Training Center, located at 348 N. Elk Run Road, Waterloo, IA. Service includes routine cleaning performed twice per month. Staffing is based on 2 cleaners working 1.5 hours per visit, for a total of 3 labor hours per cleaning. Monthly service rate: \$502.00.	1	\$502.00	\$502.00
					Total	\$502.00

Note to customer

Prepared For:
City of Waterloo
715 Mulberry Street
Waterloo, IA

Facility Size:
Approximately 8,000 square feet

Service Frequency:
Twice a month

Staffing Plan:
2 cleaners for 1.5 hours per visit

ESTIMATE

Midwest Cleaning Pros LLC
1527 Garden Ave
Waverly, IA 50677-9124

info@midwestcleaningpros.com
+1 (319) 883-4760
midwestcleaningpros.com



Bill to

City of Waterloo
City of Waterloo
715 Mulberry
Waterloo, IA 50702

Estimate details

Estimate no.: 1037
Estimate date: 04/13/2026

#	Service Date	Product/service	Description	Qty	Rate	Amount
1.		Monthly Cleaning Service	Scope Summary: Janitorial cleaning services for Memorial Hall at 104 W. 5th Street, Waterloo, IA. Services to be performed once per month by a 2-person crew working up to 2 hours per visit. Total monthly price: \$175.00.	1	\$175.00	\$175.00
					Total	\$175.00

Note to customer

Prepared For:
City of Waterloo
715 Mulberry Street
Waterloo, IA

Project:
Memorial Hall Event Center

Facility Size:
Approximately 44,000 square feet

Service Frequency:
Monthly

Staffing Plan:
2 cleaners for 1.5 hours per visit

ESTIMATE

Midwest Cleaning Pros LLC
1527 Garden Ave
Waverly, IA 50677-9124

info@midwestcleaningpros.com
+1 (319) 883-4760
midwestcleaningpros.com



Bill to

City of Waterloo
City of Waterloo
715 Mulberry
Waterloo, IA 50702

Estimate details

Estimate no.: 1036
Estimate date: 04/13/2026

#	Service Date	Product/service	Description	Qty	Rate	Amount
1.		General Commercial and Office Cleaning	Weekly cleaning services for the Parking Ramp Enclosure attached to the Waterloo Building, covering approximately 4,000 square feet. Services to include sweeping and mopping all floors, picking up any trash, vacuuming all carpeted floors, and dusting handrails. Staffing is based on a 2-person crew working 1.5 hours per visit. Total monthly price: \$466.00.	1	\$466.00	\$466.00
					Total	\$466.00

Note to customer

Prepared For:
City of Waterloo
City Hall
715 Mulberry Street
Waterloo, IA

Project:
Weekly Janitorial Cleaning Services

Staffing Plan:
2 cleaners for 1.5 hours per visit

Accepted date

Accepted by

8,654.⁰⁰ MONTH
103,848.⁰⁰ YEARLY

Scope of Work

Janitorial Cleaning Services
City of Waterloo City Hall
715 Mulberry Street, Waterloo, IA

Project Description

Provide janitorial cleaning services for the City of Waterloo City Hall, located at 715 Mulberry Street, Waterloo, Iowa. Services shall include routine daily janitorial cleaning for approximately 44,000 square feet of office and public-use space.

Service Schedule

Cleaning services shall be performed **Monday through Friday**, excluding City-observed holidays unless otherwise requested.

Staffing

Service shall be staffed by **two (2) cleaners per visit**, with each cleaner working **three (3) hours per visit**, for a total of **six (6) labor hours per day**.

Scope of Services

Routine janitorial services shall include, but not be limited to, the following:

- Empty trash and replace liners as needed
- Dust and wipe accessible surfaces
- Clean and sanitize restrooms, including toilets, urinals, sinks, mirrors, counters, and dispensers
- Replenish restroom consumables as needed, if supplied by the City
- Sweep, vacuum, and/or mop floors as appropriate
- Spot clean doors, glass, and high-touch surfaces
- Clean breakrooms and kitchenette areas, including counters, sinks, and exterior appliance surfaces
- Maintain lobby, hallway, office, meeting room, and common area cleanliness
- Report any maintenance issues, damages, or supply shortages observed during service
- Annual floor & wax including

This Janitorial Services Agreement (the "Agreement") entered into as of September 4, 2018, by and between the City of Waterloo, Iowa ("City") and Midwest Janitorial Service, Inc. ("Company") is amended to increase monthly compensation. All other terms and conditions remain unchanged.

1. Term:

This Amendment will be effective September 1, 2023 through August 31, 2023. City shall have the option to extend the term for an additional period of one, two or three years. Pricing during any renewal period shall be subject to the mutual written consent of both parties. Either party may terminate this Agreement at any time by delivery of thirty (30) days' advance written notice to the other party, or otherwise as set forth in this Agreement.

2. Compensation:

Company will invoice City monthly for services as set forth below and on Attachment A. City will remit payment within 30 days. City is an exempt entity and does not pay sales tax or late fees.

Year 1: 2023-2024	
City Hall	\$ 6,164.17 per month
Carnegie Annex	\$ 1,262.11 per month
Police Training Center	\$ 410.25 per month
Memorial Hall	\$ 457.41 per month
Waste Management	\$ 2,368.90 per month
Parking Ramp	\$ 196.85 per month

Total: \$ 10,859.09 per month

Year 2: 2024-2025	
City Hall	\$ 6,423.52 per month
Carnegie Annex	\$ 1,338.55 per month
Police Training Center	\$ 458.00 per month
Memorial Hall	\$ 503.60 per month
Waste Management	\$ 2,465.50 per month
Parking Ramp	\$ 210.45 per month

Total: \$ 11,399.62 per month

*Pricing is contingent on consumable pricing. Adjustment for unforeseen increases may be needed.

8,939.12 MONTHLY

107,209.44 YEARLY

If City requests additional services, the following charges will apply:


\$45.00 hourly rate per supervisor.

\$35.00 hourly rate per employee.

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


CITY OF WATERLOO, IOWA

MIDWEST JANITORIAL SERVICES, INC.

By: Quentin Hart 

By: [Signature]

Title: DISTRICT MANAGER

Attest: Kelley Felchle 

GREG AHLHELM

From: Bridgett Wood
Sent: Tuesday, April 28, 2026 9:58 AM
To: GREG AHLHELM
Cc: NOEL ANDERSON
Subject: RE: Cleaning Quote

The purchasing policy says that it is preferred but not required.

- 9. COMPETITIVE BIDDING NOT REQUIRED FOR PROFESSIONAL SERVICE CONTRACTS:** Although bidding is preferred when obtaining professional services, this Policy does not require it. Professional services may turn on subjective elements that are not susceptible to formulation in the bidding process.

Bridgett Wood

Finance Director
715 Mulberry St.
Waterloo, IA 50703
CITY OF WATERLOO
O: 319-291-4323



From: GREG AHLHELM <GREG.AHLHELM@WATERLOO-IA.ORG>
Sent: Tuesday, April 28, 2026 9:54 AM
To: Bridgett Wood <Bridgett.Wood@WATERLOO-IA.ORG>
Cc: NOEL ANDERSON <NOEL.ANDERSON@WATERLOO-IA.ORG>
Subject: Cleaning Quote

Hi Bridgett,

I have a quote submitted from a new cleaning company that came in cheaper than the current company's annual fees. Since this is a professional service do I need to obtain a second quote or not?

Thanks,

Greg Ahlhelm
Building Official
Building Department
715 Mulberry St.
CITY OF WATERLOO
O: 319-291-4319



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving an Acquisition Contract and accepting a deed to sell real property to the City of Waterloo, from Jonathan Swarts a/k/a Jonathon Swartz, in the amount of \$60,000.00, for property located at 1708 and 1716 Lafayette Street and the lot between, 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 property at 1708, 1716 Lafayette Street and the property between the two addresses for future development. The properties are located in the former Rath Packing Plant area. The area has seen a lot of redevelopment over the past decade with the moving of Crystal Distribution and their multiple expansions, and the creation of the Human Services Campus. These lots are expected to be highly sought after for development.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Rath TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lots 11, 12, and 13 in Block 1, "Morning Side Addition", in Waterloo, Iowa.

ATTACHMENTS

1. Acquisition Contract Swarts
2. Swarts Acquisitions Aerial

ACQUISITION CONTRACT

This **ACQUISITION CONTRACT** (the "Contract") is entered into as of _____, 202____, by and between Jonathan Swarts a/k/a Jonathon Swartz ("Seller") and the City of Waterloo, Iowa ("Buyer" or "City").

1. Identification of Property; Sale. Seller agrees to sell to Buyer, and Buyer agrees to buy, the real estate in the City of Waterloo known as Tax Parcel 8913-25-283-008, Tax Parcel 8913-25-283-009, and Tax Parcel 8913-25-283-010, the legal description of each being set forth in the attached Exhibit A (the "Property"). 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 Prior to Closing. Possession of the Property is the essence of this Contract, and Buyer may enter and assume full use and enjoyment of the Property pursuant to and in accordance with the terms of this Contract. Seller grants Buyer the immediate right to enter the Property for the purpose of gathering survey and soil data and for any other lawful and reasonable purposes. 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. Purchase Price. The Purchase Price shall be due and payable in full at closing as stated below, to be delivered to Seller upon performance of Seller's obligations and satisfaction of the Buy's contingencies, if any:

- | | |
|--------------------------------|--------------------|
| A. Tax Parcel 8913-25-283-008: | \$20,000.00 |
| B. Tax Parcel 8913-25-283-009: | \$20,000.00 |
| C. Tax Parcel 8913-25-283-010: | \$20,000.00 |

4. Possession. 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. Tenants. Seller warrants that there are no tenants on the Property holding under a lease or otherwise in possession of the Property.

6. Post-Closing Salvage License. Subject to applicable federal, state, and local laws and regulations (including ordinances and codes) (hereinafter, collectively, "Applicable Law"), Seller is granted a limited and revocable license to enter the Property for a period of thirty (30) days following the date of Closing (the "Salvage Period") for the purpose of removing fixtures, items, and/or material from the Property. However, this License shall not be effective unless and until Seller provides notice to the City as to the activities anticipated to be performed and the fixtures, items, and/or material that are anticipated to be removed. Upon request by the City, Seller shall

provide an inventory or itemized list of all fixtures or items actually removed from the Property. The City shall be permitted to revoke this License at any time upon oral or written notice to Seller. The City retains the right to entry and access with respect to the Property during the Salvage Period.

Seller shall perform all removal activities in a safe and workmanlike manner and in compliance with Applicable Law. Seller shall not take any action or perform any work on or about the Property that would create, cause, or contribute to any Environmental Hazard. The term "Environmental Hazard" means any condition on the Property that (i) constitutes a violation of applicable environmental law, (ii) requires reporting, remediation, or response action under applicable law, or (iii) poses a material risk of harm to human health or the environment, including the presence, release, or threatened release of any Hazardous Substance.

The grant of this License shall not be construed as a representation or warranty by City that the removal of any particular fixture, item, or material from the Property is lawful or permissible under Applicable Law and shall not be construed as constituting the issuance or grant of an otherwise required permit or approval. Seller shall be responsible for determining the lawfulness of his activities taken in connection with this License, and Seller shall at all times and in all respects comply with all Applicable Law, including but not limited, obtaining any necessary or required permits or approvals.

Seller acknowledges and agrees that the City is granting this License solely as an accommodation upon the request of Seller and makes no representations or warranties of any kind regarding the condition of the Property or its suitability for the activities contemplated by the Salvage License. The Property is accepted for purposes of the Salvage License in its "AS IS, WHERE IS, WITH ALL FAULTS" condition. Seller acknowledges that the Property may contain hazardous conditions, including but not limited to structural deficiencies, exposed materials, or unsafe systems, and Seller assumes all risks associated with entry and activities conducted thereon. Seller further acknowledges that City has no obligation or duty to take any action with respect to the Property to facilitate Seller's entry onto the Property or Seller's removal activities.

Seller shall indemnify, defend, and hold harmless Buyer, the City of Waterloo, Iowa, and its officers, employees, agents, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or related to (i) Seller's entry upon the Property, (ii) the removal of any items by or on behalf of Seller, (iii) any injury to persons (including death) or damage to property occurring in connection with the Salvage License, and (iv) any violation of applicable laws, ordinances, or regulations by Seller.

The terms, duties, and obligations in this Section, including the indemnification duties and obligations, shall survive Closing and expiration or revocation of the License.

7. Abstract; Seller Obligations; Warranty Deed. 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 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, agrees to warrant merchantable title, and 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. Joint Tenancy. 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. Contract Binding. This Contract shall apply to and bind the legal successors in interest of the Seller.

10. Enforcement; Damages. The terms, duties, and obligations of this Contract shall survive Closing and conveyance of the Property and shall be enforceable by appropriate legal process or action, and damages for a breach or violation of this Contract shall be available to either party following Closing and conveyance of the Property. In the event of the commencement of a legal proceeding or action in connection with this Contract, the prevailing party in such proceeding or action shall be entitled to recover reasonable attorney's fees and related legal expenses and costs.

11. Acceptance. This Contract shall become effective only upon acceptance and approval of the Contract by the City Council of the City of Waterloo.

12. Entire Agreement; Modification. 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]

CITY OF WATERLOO, IOWA

JONATHAN SWARTS a/k/a JONATHON SWARTZ

By: _____
David Boesen, Mayor

[Handwritten Signature]

Attest: _____
Kelley Felchle, City Clerk

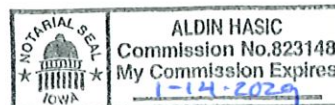
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this 29 day of April, 2026, before me, a notary public in and for the State of Iowa, personally appeared David Boesen and Kelley Felchle, to me personally known, who being duly sworn ho being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

[Handwritten Signature]

Notary Public

STATE OF IOWA)
) ss.
COUNTY OF Black Hawk)



Acknowledged before me on this 29 day of April, 2026, by Jonathan Swarts a/k/a Jonathon Swartz (Seller).

EXHIBIT A

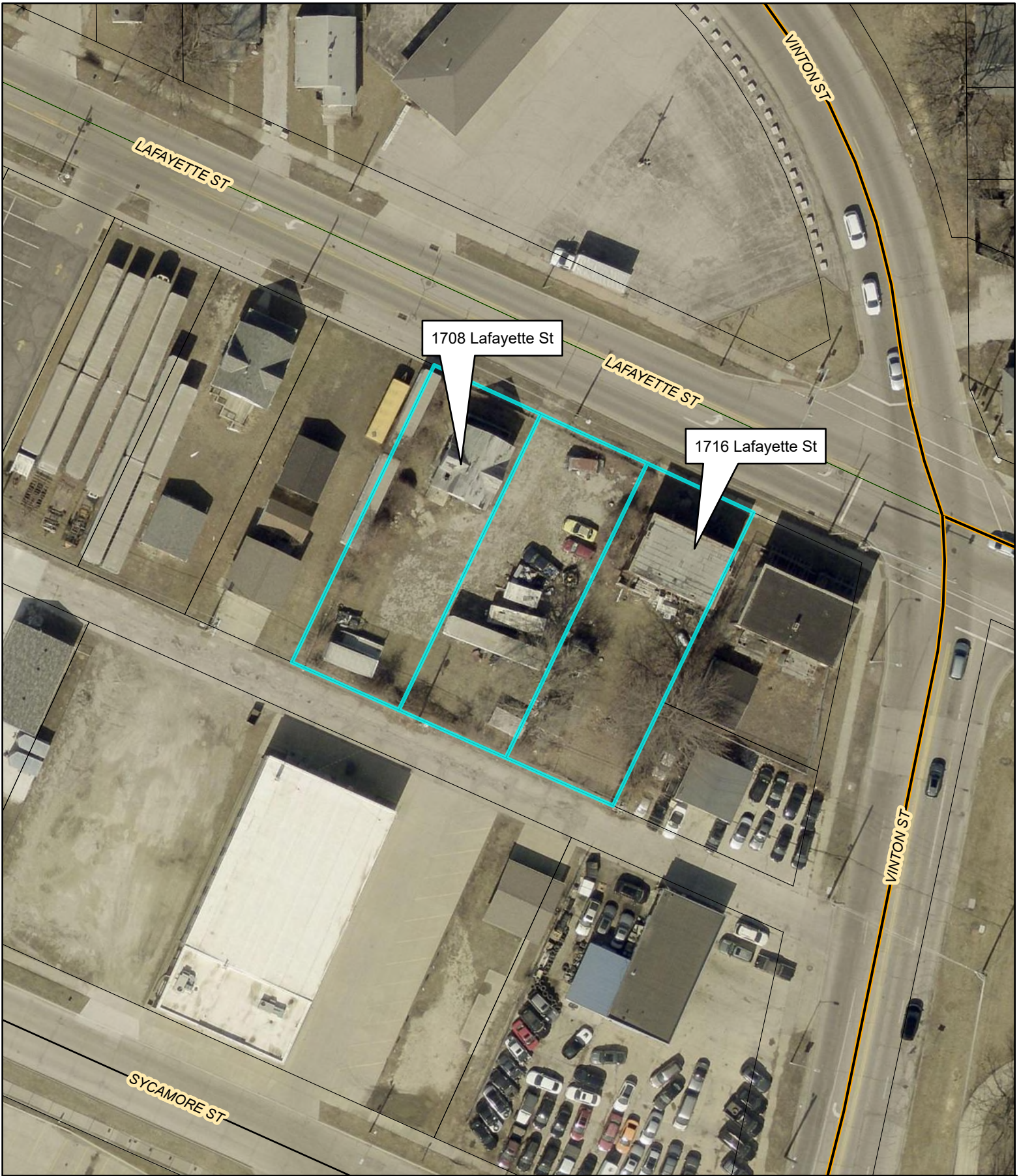
Tax Parcel ID No. 8913-25-283-008, legally described as Lot 11, Block 1, "Morning Side Addition" in Waterloo, Iowa

AND

Tax Parcel ID No. 8913-25-283-009, legally described as Lot 12, Block 1, "Morning Side Addition" in Waterloo, Iowa

AND

Tax Parcel ID No. 8913-25-283-010, legally described as Lot 13, Block 1, "Morning Side Addition" in Waterloo, Iowa.



1708 Lafayette St

1716 Lafayette St

LAFAYETTE ST

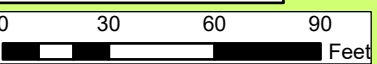
LAFAYETTE ST

VINTON ST

VINTON ST

SYCAMORE ST

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



Jonathan Swarts Acquisitions
Waterloo, Iowa





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving a Permanent Easement Agreement with Love's Travel & Country Stores, Inc., to serve as a drainage easement, in conjunction with the FY 2024 Sergeant Road Trail Repairs, and authorizing Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City has received an IDOT grant to replace five bridges along the Highway 63 Trail corridor between Fletcher Avenue and Shaulis Road. One of the bridges, located adjacent to Love's Travel Stops & Country Stores, is skewed in a manner that requires a minor adjustment to the drainage channel in order to install new pipe culverts.

To accommodate the proposed culvert installation, the City is requesting a small easement from Love's property. The easement will allow the drainageway to be straightened and properly aligned with the new culvert, improving constructability and facilitating more efficient long-term maintenance of the drainage infrastructure.

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

June 1, 2026

AGENDA ITEM TITLE

Resolution approving an Exchange Agreement with Peterson Contractors, Inc., of Reinbeck, Iowa, to allow the exchange of topsoil for fill material in the WARP subdivision, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

As part of the development of the Warp Subdivision and the International Paper Project, a substantial stockpile of topsoil has accumulated on-site. Peterson Contractors, Inc. (PCI) is proposing to remove a portion of this topsoil and replace it with an equal or greater volume of suitable fill material. The fill would be placed at the current dead end of Warp Drive to support future construction and grading needs.

The City has a greater need for fill material than topsoil at this stage of development, and this exchange provides a mutually beneficial solution. PCI gains access to topsoil for its own use, while the City receives the fill material necessary to continue advancing infrastructure work within the Warp Subdivision without incurring additional material costs.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

TIF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 2026051914505575

PETERSON CONTRACTORS, INC.

ADDRESS REPLY TO:
104 BLACKHAWK STREET
P.O. BOX A
REINBECK, IOWA 50669

HEAVY & HIGHWAY CONTRACTORS



PHONE: (319) 345-2713

FAX: (319) 345-2991

May 11, 2026

Matt Schindel
City of Waterloo Engineering Department
715 Mulberry Street
Waterloo, IA 50703

Re: Topsoil vs. Fill Material at the WARP Development

Matt,

PCI would like to propose exchanging Topsoil for Fill Material at the WARP Industrial Development in Waterloo, IA. We would propose to exchange yard for yard of material based off flight surveys of the given stockpiles. PCI will section the topsoil stockpile after we are finished hauling out of it for IP to determine the quantity that is available. PCI will then establish silt fence around the stockpile area where the city would like the fill material stockpiled. The city will be required to make this area part of their NDPEs Permit for the WARP Development and manage this area as such.

PCI will then haul in a stockpile of like volume and measure it. Once the quantity is equal to or greater than the volume of topsoil stockpile PCI will discontinue our operations, and the city can have the site stabilized. PCI will continue hauling topsoil from the topsoil stockpile area until it is gone, and then PCI will pay to have the topsoil stockpile area stabilized.

This work will be done as mutual benefit to both parties and no monetary exchange will be made.

If this is acceptable, please acknowledge below and return to me. Thank you for your attention to this matter.

Sincerely,
Chris Fleshner

City of Waterloo, IA

Matt Schindel: _____ Date: _____

Peterson Contractors, Inc.

Chris Fleshner: _____ Date: _____



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving Supplemental Agreement No. 1 with AECOM, of Waterloo, Iowa, in the amount of \$54,200.00, in conjunction with the FY 2025 Biennial Bridge Review Program, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This agreement is to provide divers for the underwater inspection of the 8 Cedar River bridges as required under federal law. This will also provide a review of 17 structures that are smaller than the required length to be classified as a bridge. These bridge inspections are to help identify items of maintenance and repair needs.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. SA1 WAT Underwater Bridge Inspection

**2025 BIENNIAL BRIDGE REVIEW PROGRAM
UNDERWATER INSPECTION****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 May 19, 2025, for the 2025 Biennial Bridge Review Program; and

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 1 for underwater bridge inspection services.

NOW THEREFORE, it is mutually agreed to amend the original Professional Service Agreement as follows:

I. PROJECT DESCRIPTION

The project is described as the 2025 Biennial Bridge Review Program. ATS will complete the review of the Client's 62 structures (37 bridges and 25 culverts). These structures are federally classified as bridges and included on the National Bridge Inventory (NBI) list for which Structure Inventory and Appraisal (SI&A) forms are required to be submitted to the Iowa DOT by the Client. In addition to these structures, there are 17 additional structures to be reviewed (5 bridges and 12 culverts) that are not federally classified as bridges.

The 17 non-NBI structures include:

- Sunnyside and Prescott's Creek Bridges on the Sergeant Road Trail
- 4th Street Canopy Bridge over the Cedar River
- Four Dry Run Creek reinforced concrete box (RCB) culverts under Winn Street, Tower Park Drive, Kimball Avenue and San Marnan Drive
- Sunnyside Drainageway RCB under San Marnan Drive
- Twin RCB under 500 Block of W. Shaulis Road
- Independence Avenue over Blowers Creek (single RCB with 8 pipe culverts)
- Twin RCB under 1400 Block N. Elk Run Road
- 400 Block E. Airline Highway (small bridge over drainageway)
- Single RCB under Broadway Street / US 218 NB Offramp
- Single RCB under Huntington Road between Edgewood Drive and Ingersoll Road
- Triple RCB under 1600 Block Katoski Drive
- Single RCB under 1400 Block W. Ridgeway Avenue
- DeWitt Road Bridge over Drainage between US 20 and Rancho Road

This Supplemental Agreement includes FHWA Level 1 Underwater Bridge Inspection for the 8 Cedar River bridges. Inspection is anticipated to begin in June 2026. It is estimated that inspections will take one week, with a final report completion date of September 20, 2026.

II. SCOPE OF SERVICES

The Scope of Services will encompass and include services, materials, equipment, personnel and supplies necessary to provide underwater bridge inspection services. The Scope of Services is further defined by the following tasks:

Task 1. Complete an FHWA Level I Underwater Bridge Inspection for the 8 Cedar River bridges to meet FHWA requirements. Marine Solutions will complete the underwater bridge inspections. Work elements for the underwater inspection include the following items:

- a. Provide a three-person OSHA/FHWA approved dive team that will include a dive tender, an underwater bridge inspection diver and a registered professional engineer as the team leader.
- b. The dive team will conduct an FHWA Level I underwater tactile inspection of the bridge. A Level I inspection is classified as a “swim by” inspection detailed enough to detect obvious major damage or deterioration. This type of inspection will also consist of limited probing of the substructure and adjacent streambed.
- c. The dive team will utilize a surface supplied air package with audio communication from the dive tender to the underwater bridge inspection diver.
- d. Prepare a condensed inspection report on the findings of the FHWA Level I underwater inspection that will include a narrative on the following topics:
 - Comprehensive Report of Deficiencies
 - Site Conditions
 - Numerical FHWA Condition Rating for the Substructure Units
 - Recommended Correction Action
 - Dive Log
 - Detailed Inspection Notes for the Substructure Units
 - Above Surface Photo Log
 - Final Inspection Report

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 an estimated fee of Fifty-Four Thousand Two Hundred Dollars (\$54,200.00) 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 May 19, 2025.

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 Underwater Bridge Inspection.docx



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving a Cooperative Agreement with the Iowa Department of Transportation, in the amount of \$710,000.00, in conjunction with the FY 2027 Edwards Street Stormwater Lift Station Upgrades, Contract No. 1158, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

As part of the IDOT reconstruction of Highway 63, specifically the overpass over the railroad tracks, storm sewer was installed. The storm sewer outlets into the Edwards Street stormwater lift station. The lift station is in need of being rebuilt, and the City has asked IDOT to participate in the project. This agreement provides for IDOT funding for the project. The City will design and bid the project and submit reimbursement requests to IDOT for their portion. The lift station is on City property and will remain the City's to maintain and operate in the future.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 2026-16-109_Waterloo_Final

**IOWA DEPARTMENT OF TRANSPORTATION
Cooperative Agreement
For Primary Road Project**

County	<u>Black Hawk</u>
City	<u>Waterloo</u>
Project No.	<u>NHSN-063-6(105)--2R-07</u>
Iowa DOT Agreement No.	<u>2026-16-109</u>
Staff Action No.	<u></u>

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Waterloo, Iowa, a Local Public Agency, hereinafter designated the "LPA", in accordance with Iowa Code Chapters 28E.12, 306, 306A and 313.4, as applicable;

The LPA proposes to establish or make improvements to U.S. 63 within Black Hawk County, Iowa; and

The LPA and the DOT are willing to jointly participate in said project, in the manner hereinafter provided; and

The LPA and the DOT 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 LPA and DOT 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 LPA and DOT on May 1, 2023 and May 8, 2023 respectively; and

This Agreement reflects the current concept of this project which is subject to modification only by mutual Agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The LPA shall be the lead local governmental agency for carrying out the provisions of this Agreement.
- b. All notices required under this Agreement shall be made in writing to the DOT's and/or the LPA's contact person. The DOT's contact person shall be the District 2 Engineer, Nickolas Humpal. The LPA's contact person shall be the City Engineer, Jamie Knutson.
- c. The LPA shall be responsible for the development and completion of the following described primary highway project:
 - Rebuild the Edwards Pump Station to handle storm water from the groundwater suppression system and city storm water. See Exhibit A for project location.
- d. Upon completion of construction, the LPA agrees to retain ownership and jurisdiction of the following referenced improvements as identified below. The LPA shall also assume responsibility for all future maintenance operations associated therewith, all at no additional expense or obligation to the DOT:
 - i. All incorporated work identified as "City Estimated Cost" as shown on Exhibit B (attached).

2. Project Costs

- a. The DOT shall reimburse the LPA for its share of the project costs estimated at \$710,000, as shown on Exhibit B. The DOT shall be responsible for 100% of the costs for the incorporated work identified

as "IDOT Estimated Cost", and share equally in the costs for Mobilization, Bonds and Insurance and Engineering and Administration, as shown on Exhibit B. The amount paid by the DOT upon completion of design services, construction, and construction administration and inspection services, and billing by the LPA, shall be determined by the actual quantities in place and the accepted bid at the contract letting.

- b. The LPA shall bear all costs except those specifically allocated to the DOT under the terms of this Agreement.

3. Environmental, Right of Way, Permits, Utilities, and Other Requirements

- a. The LPA shall be responsible for obtaining any necessary permits from the DOT, such as the Work Within the Right of Way Permit, Access Connection/Entrance Permit, Utility Accommodation Permit, Application for Approval of a Traffic Control Device, or other construction permits required for the project prior to the start of construction. Neither the approval of funding nor the signing of this Agreement shall be construed as approval of any required permit from the DOT.
- b. The LPA shall obtain all project permits and/or approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, and/or other State or Federal agencies as may be required.
- c. If there is a railroad crossing within or near the project work area, the LPA shall obtain the necessary approvals or agreements from the railroad to allow the proposed work to be completed on or around the railroad crossing and / or right of way.
- l. With the exception of service connections, no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way (except service connections), shall be permitted or undertaken by the LPA without the prior written approval of the DOT. All work shall be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

4. Project Design

- a. The LPA or its consultant shall be responsible for the design of all proposed improvements.
- b. The project plans, specifications, and engineer's cost estimate shall be prepared and certified by a Professional Engineer or Architect licensed to practice in the State of Iowa.

5. Bid Letting

- a. The plans, specifications, and other contract documents for each division must be submitted to the DOT for review and approval prior to the project letting of each division.
- b. For portions of the project let to bid, the LPA shall conduct the project bid letting in compliance with applicable laws, ordinances, and administrative rules. The LPA shall advertise for bidders, make a good faith effort to obtain at least three (3) bidders, hold a public letting, and award contracts for the project work. DOT concurrence in the award must be obtained prior to the award. The LPA shall provide the DOT file copies of project letting documents within five (5) days after the letting.
- c. The LPA shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The LPA shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The LPA shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.

- d. The LPA shall be the contracting authority for the project.

6. Construction and Maintenance

- a. The LPA or its consultant shall be responsible for the daily inspection of the project, including the compilation of a daily log of materials, equipment, and labor used on the project.
- b. The LPA or its consultant shall comply with the procedures and responsibilities for materials testing and construction inspection according to the project specifications.
- c. The work on this project shall be in accordance with the approved plans and specifications. Any substantial modification of these plans and specifications must be approved by the DOT prior to the modification being put into effect.
- d. Upon completion of the project, no changes in the physical features thereof shall be undertaken or permitted without the prior written approval of the DOT.
- e. After the project construction is complete, and prior to final acceptance of the project by the DOT, the LPA shall furnish one set of as-built plans to the DOT's contact person.
- f. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

7. Traffic Control

- a. U.S. 63 through-traffic shall be maintained during the construction.

8. Payments and Reimbursements

- a. The LPA shall be responsible for making initial payments to the consultant(s) and contractor(s) for all project costs incurred in the development and construction of the project. After payments have been made, the LPA may submit to the DOT periodic itemized claims for reimbursement for eligible project activities. Reimbursement claims shall include certification by a Professional Engineer or Architect licensed to practice in the State of Iowa that all eligible project activities for which reimbursement is requested have been paid in full and completed in substantial compliance with the terms of this Agreement.
- b. The DOT shall reimburse the LPA for properly documented and certified claims for eligible project costs. If upon final audit the DOT determines the LPA has been overpaid, the LPA shall reimburse the overpaid amount to the DOT. After the final audit or review is complete, and after the LPA has provided all required paperwork, the DOT shall issue final reimbursement to the LPA.
- c. Upon completion of the project, a Professional Engineer or Architect licensed to practice in the State of Iowa shall certify in writing to the DOT that the project activities were completed in substantial compliance with the plans and specifications set out in this Agreement. Final reimbursement of state funds shall be made only after the DOT accepts the project as complete.

9. General Provisions

- a. The LPA shall maintain records, documents, and other evidence in support of the work performed under the terms of this Agreement. All accounting practices applied, and all records maintained, shall be in accordance with generally accepted accounting principles and procedures. Documentation shall be made available for inspection and audit by authorized representatives of the DOT, or its designees, at all reasonable times. The LPA shall provide copies of said records and documents to the DOT upon request. The LPA shall also require its contractors to permit authorized representatives of the DOT to inspect all work materials, records, and any other data with regard to Agreement

related costs, revenues and operating sources. Such documents shall be retained for at least three (3) years from the date of receiving the final reimbursement.

- b. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project, and the FIS is modified, amended, or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment, or revision to the DOT. If the LPA does not have a detailed FIS for an area which is affected by the proposed Primary Highway project, and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- c. In accordance with Title VI of the Civil Rights Acts of 1964 and Iowa Code Chapter 216 and associated subsequent nondiscrimination laws, regulations and executive orders, the LPA shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, national origin, religion, pregnancy, or disability.
- d. To the extent allowed by the law, the LPA shall use positive efforts to solicit proposals or bids from and to utilize Targeted Small Business (TSB) enterprises as consultants or contractors and ensure that the consultants or contractors make positive efforts to utilize these enterprises as subconsultants, subcontractors, suppliers or participants in the work covered by this Agreement. Efforts shall be made and documented in accordance with Exhibit C which is attached hereto and by this reference incorporated into this Agreement.
- e. To the extent allowed by the law, the LPA agrees to indemnify, defend, and hold harmless the DOT from any action or liability arising out of all design, construction, maintenance, placement of traffic control devices, inspection, operation, and use of the improvements resulting from this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DOT's application review and approval process, plan and construction reviews, and funding participation.
- f. If any part of this Agreement is found to be void and unenforceable then the remaining provisions of this Agreement shall remain in effect.
- g. This Agreement is not assignable without the prior written consent of the DOT.
- h. It is the intent of both (all) parties that no third party beneficiaries be created by this Agreement.
- i. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed amendment to this document.

[The space below intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2026-16-109 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 B

COST ESTIMATE			
Description	Estimated Cost	City Estimated Cost	IDOT Estimated Cost
A. Mobilization, Bonds and Insurance	\$ 70,000.00	\$ 35,000.00	\$ 35,000.00
B. Removals	\$ 50,000.00	\$ 50,000.00	\$ -
C. Structural Repairs and Replacements			
C.1 Miscellaneous Concrete Repair - Dry Well	\$ 35,000.00	\$ 35,000.00	\$ -
C.2 Inflow and Infiltration Repairs - Joint Grouting and Concrete Lining	\$ 65,000.00	\$ 65,000.00	\$ -
D. Two (2) Dry Pit Submersible Pumps and Controls			
D.1 2 - Flygt Submersible Pumps NT3153-433NT 20 hp 460V 3 Ph	\$ 50,000.00	\$ -	\$ 50,000.00
D.2 Duplex Control Panel With Floats 460V 3 Ph	\$ 100,000.00	\$ -	\$ 100,000.00
E. Installation of New Pumps, Piping, Valves & Controls			
E.1 Pump Installation	\$ 125,000.00	\$ -	\$ 125,000.00
E.2 Control Panel Installation	\$ 25,000.00	\$ -	\$ 25,000.00
E.3 SCADA Installation and Programming	\$ 25,000.00	\$ -	\$ 25,000.00
E.4 Electrical Installation	\$ 50,000.00	\$ -	\$ 50,000.00
E.5 Interior Piping Installation	\$ 75,000.00	\$ -	\$ 75,000.00
F. New Building and Site			
F.1 Building - Materials and Construction	\$ 50,000.00	\$ 50,000.00	\$ -
F.2 Site Work	\$ 20,000.00	\$ 20,000.00	\$ -
F.3 HVAC	\$ 50,000.00	\$ 50,000.00	\$ -
F.4 Pump Crane	\$ 15,000.00	\$ 15,000.00	\$ -
G. 25% Contingency	\$ 200,000.00	\$ 100,000.00	\$ 100,000.00
Engineering and Administration	\$ 250,000.00	\$ 125,000.00	\$ 125,000.00
Total Estimated Project Cost	\$ 1,255,000.00	\$ 545,000.00	\$ 710,000.00

EXHIBIT C
UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the DOT that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds. Refer to Local Systems [I.M. 5.020](#) for additional information.

Under this policy the LPA shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The LPA shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The LPA's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6200) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available in Local Systems [I.M. 5.020](#).
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The LPA shall provide the DOT contact person the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the LPA's positive efforts and it should be placed in the project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of Targeted Small Businesses (TSB)" shall be filled out upon completion of each project.
<https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBonNonFederalProjects>.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Waste Management Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving Professional Services Agreement with Strand Associates, Inc., of Madison, Wisconsin, in an amount not to exceed \$128,000.00, for Design Services, Bidding-Related Services, and Construction-Related Services, in conjunction with final Effluent Building Electrical Updates at the Wastewater Treatment Plant, and authorizing the Mayor to execute said documents.

RECOMMENDED COUNCIL ACTION

Recommend City Council and Mayor to approve the professional services agreement with Strand Associates for the Final Effluent Building Electrical Updates.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The final effluent building consists of four (4) vertical lift flood pumps that pump the final effluent to the Cedar River when the flow is no longer able to utilize natural gravity drop out the river diffuser due to high river levels. This operation is a critical part of the Wastewater Treatment Plant operations. The final effluent building was originally constructed in 1996; if the electrical equipment fails the effluent flow would not be able to discharge to the river eventually causing the discharge water to back up into the treatment plant causing damage to critical treatment infrastructure and hinder the microbiology of the treatment plant which would jeopardize compliance of NPDES permit.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. STRAND - FINAL EFFLUENT BUILDING ELECTRICAL UPDATES - AGREEMENT
2. STRAND - FINAL EFFLUENT BUILDING ELECTRICAL UPDATES - MEMO



Strand Associates, Inc.[®]
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

May 15, 2026

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

Attention: Mr. Brad Manahl

Re: Agreement for Design Services, Bidding-Related Services, and Construction-Related Services
Final Effluent Building Electrical Updates

This is an Agreement between the City of Waterloo, Iowa, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide Design Services, Bidding-Related Services, and Construction-Related Services (Services) for the Final Effluent Building Electrical Updates project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Design Services

1. Conduct an on-site kickoff meeting to review the project schedule, deliverable schedule milestones, review project parameters, and gather information for design.
2. Prepare drawings and technical specifications for removal and replacement of the existing motor control center (MCC), lighting panel, lighting panel transformer, lighting, the existing motor starters and variable frequency drives (VFDs) for four final effluent pumps, and instrumentation (one level transducer and two float switches). The existing feeders to the MCC will be reused.
3. Prepare control descriptions for programmable logic controller (PLC) programming modifications to incorporate the addition of VFDs for four final effluent pumps. The existing PLC will be reused.
4. Prepare drawings and technical specifications for the replacement of the electric unit heater and exhaust fan in the control room, replacement of the exhaust fan in the pump room, and the addition of mechanical cooling within the control room.
5. Conduct a virtual review meeting with OWNER at approximately 60 percent design. Submit drawings and technical specifications for review one week prior to the meeting. Incorporate OWNER's comments, as appropriate, following the meeting.
6. Conduct a virtual review meeting with OWNER at approximately 90 percent design. Submit drawings and technical specifications for review one week prior to the meeting. Incorporate OWNER's comments, as appropriate, following the meeting.

JDS:dfe\R:\MAD\Documents\Agreements\W\Waterloo, City of (IA)\FnlEffluentBldgMCCRplcmt.2026\Agr\4463.024.docx

City of Waterloo, Iowa
Page 2
May 15, 2026

7. Prepare pre-bid opinions of probable construction costs (OPCC) for the project at the 60 and 95 percent design stages and submit to OWNER. The OPCC will be prepared in accordance with the Association for the Advancement of Cost Engineering Cost Estimate Classification System, Class 4 estimate.
8. Prepare Bidding Documents using technical specifications, engineering drawings, and OWNER-provided front end documents.

Bidding-Related Services

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend virtual bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
4. Prepare two sets of Contract Documents for signature.

Construction-Related Services

1. Provide construction contract administration including virtual attendance at the preconstruction conference, review of up to two iterations of up to 25 of the contractor's shop drawing submittals, review of up to 18 of the contractor's periodic pay requests, virtual attendance at up to eight construction progress meetings, and participation in project closeout.
2. Provide resident project representative (RPR) for part-time observation of construction. This includes two site visits to review construction progress which are anticipated to be at approximately 50 percent project completion and at project substantial completion for preparation of a list of items to be completed or corrected.
3. Provide record drawings in electronic format from information compiled from the contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by OWNER and the contractor. ENGINEER will not be liable for the accuracy of the record drawing information provided by OWNER and the contractor.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.

City of Waterloo, Iowa
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3. Bidding Alternatives and Bid Phasing: Any services involved in providing bidding alternatives or bidding phases.
4. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
5. Review of Product Substitutions Proposed by Contractor: ENGINEER's cost for evaluating substitute products is not included.
6. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
7. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.
8. Services Related to Lead Paint, Asbestos, Buried Wastes, and Contamination: Should lead paint, asbestos, buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to lead paint, asbestos, buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided by others.
9. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

Compensation

OWNER shall compensate ENGINEER for Services under this Agreement a lump sum of \$128,000 allocated as follows:

<u>Scope Item</u>	<u>Compensation</u>
Design Services	\$ 82,500
Bidding-Related Services	\$ 5,000
Construction-Related Services	<u>\$ 40,500</u>
Total	<u>\$128,000</u>

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

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

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

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of May 18, 2026. Services are scheduled for completion on September 30, 2027.

Standard of Care

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

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of this project.
6. Provide the front end documents that require the contractor to name ENGINEER as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify ENGINEER to the same extent that the contractor insures and indemnifies OWNER.
7. Pay all permit and plan review fees payable to regulatory agencies.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER. If OWNER requires more than general guidance, then OWNER agrees to obtain an independent cost estimate by others.

City of Waterloo, Iowa
Page 5
May 15, 2026

Observation Services

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

Payment Requests

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

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

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

Payment

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

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

City of Waterloo, Iowa
Page 6
May 15, 2026

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

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

Data Provided by Others

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

Third-Party Beneficiaries

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

Dispute Resolution

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

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

City of Waterloo, Iowa
Page 7
May 15, 2026


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

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF WATERLOO, IOWA


Joseph M. Bunker
Corporate Secretary

5/18/26
Date

Dave Boesen
Mayor

Date



715 Mulberry St, Waterloo, IA 50703
Phone: (319) 291-0141
Fax: CITYOFWATERLOO.IOWA.COM



Date: June 1, 2026

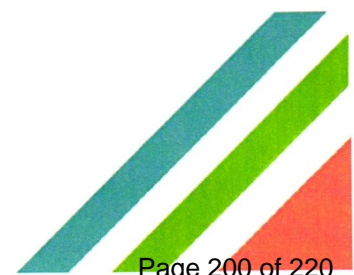
To: Waterloo Mayor and Council

From: Brad Manahl, Operations Director, Waste Management Services

RE: Agreement for Design Services, Bidding-Related Services, and Construction-Related Services Final Effluent Building Electrical Updates

Background Discussion: The final effluent building was originally constructed in 1996. It consists of 4 vertical lift flood pumps that pump the treatment plants final effluent to the Cedar River when flow is no longer able to gravity out the river diffuser due to high river levels. This operation is a critical part of the treatment plant. If this electrical equipment fails, we would back plant flow up in the treatment plant causing damage to critical treatment infrastructure and hinder the microbiology of the treatment plant which would jeopardize compliance of our NPDES permit. This agreement includes design, bidding and construction related services throughout the project. The costs associated for engineering and construction will be paid out of Waste Management Services operating budget.

Recommended Action: It is recommended approval for Design Services, Bidding-Related Services, and Construction-Related Services of Final Effluent Building Electrical updates with Strand Associates, Inc. of Madison, Wisconsin in the amount not to exceed \$128,000.





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Steven Kjergaard, Director of Aviation
Airport Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving a Construction-Related Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in the amount of \$385,800.00, in conjunction with the Rehabilitate Runway 18/36 Outside of Runway 12/30 Safety Area, FAA AIP Project No. 3-19-0094-060, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

FAA AIP - 90%
PFC Revenue (Airport) - 10%

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Safiah Elahi, Traffic Operations Director
Traffic Operations Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with HDR Engineering, Inc., of Cedar Rapids, Iowa, in the amount of \$13,525.00, for a concept statement in conjunction with the Ridgeway Avenue and Hammond Avenue Roundabout, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is an agreement with HDR Engineering paying them to write a concept statement to make sure that the project aligns with the Grant specifications.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

324-17-7161-2103

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. PSA-Waterloo-RidgewayHammondRAB-ConceptStatement-260515 - signed

**SHORT FORM AGREEMENT BETWEEN OWNER AND
HDR ENGINEERING, INC. FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made as of this _____ day of _____, 20____, between the City of Waterloo, Iowa (“OWNER”) and HDR ENGINEERING, INC., (“ENGINEER” or “CONSULTANT”) for services in connection with the project known as (Ridgeway Ave and Hammond Ave Roundabout) (“Project”);

WHEREAS, OWNER desires to engage ENGINEER to provide professional engineering, consulting and related services (“Services”) in connection with the Project; and

WHEREAS, ENGINEER desires to render these Services as described in SECTION I, Scope of Services.

NOW, THEREFORE, OWNER and ENGINEER in consideration of the mutual covenants contained herein, agree as follows:

SECTION I. SCOPE OF SERVICES

ENGINEER will provide Services for the Project, which consist of the Scope of Services as outlined on the attached Exhibit A.

The ENGINEER’s representative (“Project Manager”) is Aaron Granquist, while the OWNER’s representative (“Project Manager”) is Safiah Elahi.

SECTION II. TERMS AND CONDITIONS OF ENGINEERING SERVICES

The HDR Engineering, Inc. Terms and Conditions, which are attached hereto in Exhibit B, are incorporated into this Agreement by this reference as if fully set forth herein.

SECTION III. RESPONSIBILITIES OF OWNER

The OWNER shall provide the information set forth in paragraph 6 of the attached Exhibit B “HDR Engineering, Inc. Terms and Conditions for Professional Services.”

SECTION IV. COMPENSATION

Compensation for ENGINEER’S services under this Agreement shall be on the basis of lump sum. The amount of the lump sum is Twelve Thousand Two Hundred Ninety-Five Dollars (\$12,295.00) plus a 10% contingency of One Thousand Two Hundred Thirty Dollars (\$1,230.00) for a total of Thirteen Thousand Five Hundred Twenty-Five Dollars (\$13,525.00).

The contingency shall only be authorized upon written approval of the OWNER’s Project Manager. No additional funding will be available as part of this Agreement. Additional costs are subject to approval by the OWNER’s City Council.

SECTION V. PERIOD OF SERVICE

Upon receipt of written authorization to proceed, ENGINEER shall perform the services within the time period(s) described in Exhibit A. Any extension of the completion date shall be only with written approval of the OWNER’s Project Manager.

Unless otherwise stated in this Agreement, the rates of compensation for ENGINEER’S services have been agreed to in anticipation of the orderly and continuous progress of the project through completion. If any specified dates for the completion of ENGINEER’S services are exceeded through no fault of the ENGINEER, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of ENGINEER’S compensation shall be equitably adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF WATERLOO, IOWA
“OWNER”

BY: _____

NAME: Dave Boesen

TITLE: Mayor

ADDRESS: 715 Mulberry Street
Waterloo, IA 50703

HDR ENGINEERING, INC.
“ENGINEER”

Ann Williams

BY: _____

NAME: Ann Williams, PE

TITLE: Sr. Vice President

ADDRESS: 1917 S 67th Street
Omaha, NE 68106

EXHIBIT A

SCOPE OF SERVICES

Project Understanding and Objective

This proposal has been prepared by HDR Engineering, Inc. (*Consultant*) to provide partial and limited Project Development Services (Services) for the Ridgeway Avenue & Hammond Avenue Roundabout and Hammond Avenue Sidewalk project.

The project consists of the following two features:

1. Roundabout: Reconstruction of the existing Ridgeway Ave and Hammond Ave intersection from stop controlled to a modern roundabout.
2. Sidewalk: Construction of approximately 4,000 feet of sidewalk from the aforementioned roundabout, along Hammond Ave, south to the San Marnan Drive frontage road.

City of Waterloo (*Owner*) has already developed a conceptual design and traffic study to support the grant applications that have been awarded for this project.

The Scope of Services to be performed by the *Consultant* shall include the following Tasks:

TASK 1 CONTRACT MANAGEMENT

1.1. PROJECT MANAGEMENT

The *Consultant* shall manage and perform the tasks to produce project deliverables in a timely manner, acceptable by Iowa DOT, and shall include progress reports as needed.

1.2. QUALITY CONTROL AND MANAGEMENT

The *Consultant* shall designate responsibility for implementation and quality control oversight for project deliverables. Designated quality control management shall oversee the individual quality reviews are completed in adherence to the project's Quality Management Plan (QMP).

1.3. COORDINATION MEETINGS

The *Consultant* shall meet with the *Owner* or its designated representative to review progress and to discuss specific elements of the project deliverables.

The following meetings are included with this scope of services:

- 1) Kickoff Meeting (virtual)
- 2) Deliverable Review Meeting (virtual)

Deliverables for Task 1:

- 1) Meeting agendas and minutes

- 2) Monthly progress reports and invoicing.

Key Understandings and Assumptions for Task 1:

- 1) All deliverables for this task will be submitted to the Owner electronically in Microsoft Office or Adobe PDF file format.

TASK 2 ESTABLISH DESIGN CRITERIA

The *Consultant* shall prepare design criteria to be used in developing preliminary plans and used for the completion of Iowa DOT Form 517001 (Concept Statement). With the project limits being within the sole jurisdiction of the City of Waterloo and to meet the Iowa DOT design criteria for a Federal-aid project, the following documents will be referenced:

- 1) Iowa DOT Federal-aid Project Development Guide for Local Public Agencies
- 2) Iowa DOT Instructional Memorandum (I.M.) 3.020 Concept Statement Instructions
- 3) Iowa DOT Design Manual, Chapter 6 for Geometric Design and Chapter 12 for Pedestrian and Bicycle Facilities
- 4) 2010 ADA Standards for Accessible Design (ADAAG) with 2014 supplement and correction; 2023 Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG)

A summary of design criteria will be established using the manuals and reference documents listed above. Criteria will be used to develop the Concept Statement form in collaboration with desktop environmental reviews under Task 4.

Deliverables for Task 2:

- 1) Prepare and submit the Concept Statement to Iowa DOT through TPMS. This includes the checklist of required submittal items as indicated on the last page of the Concept Statement.

TASK 3 OPINION OF PROBABLE CONSTRUCTION COST

Review and update the conceptual opinion of probable construction cost (OPCC) as prepared by the *Owner*. The conceptual OPCC will be based on representative major project elements based on recent bid information and will include appropriate contingencies and escalation factors. General quantity takeoffs will be used for the conceptual OPCC which will be incorporated into the Concept Statement prepared in Task 2.

Deliverables for Task 3:

- 1) Conceptual OPCC in PDF format

TASK 4 DESKTOP ENVIRONMENTAL REVIEW

4.1. ENVIRONMENTAL CONSTRAINTS MAPPING

Environmental constraints will be identified and considered within the developed project concept. *Consultant* will identify and review databases for potential environmental constraints such as the following:

- 1) Wetlands and other waters of the U.S.
- 2) Floodplains
- 3) Threatened and Endangered Species
- 4) Properties or sites listed in the National Register of Historic Places (NRHP)
- 5) Section 4(f) resources (Parks, Wildlife Refuges, etc)
- 6) Airports
- 7) Leaking underground storage tank sites and other contaminated sites.

Consultant will prepare an environmental constraints map based on aerial and desktop data analysis (no environmental field review is planned) for consideration of preliminary constraints associated with the design concept.

4.2. IOWA DOT FORM COMPLETION

Per Iowa DOT's Federal-aid Project Development Guide, *Consultant* environmental staff will complete blocks 9 through 21 of Iowa DOT Form 517001 (Concept Statement), with *Consultant* engineering staff completing the remaining blocks (See Task 2).

Deliverables for Task 4:

- 1) Environmental Constraints Map
- 2) Iowa DOT Form 517001 (blocks 9-21)

SCHEDULE

The Scope of Services shall be completed in accordance with the following schedule unless modified by mutual agreement or by factors beyond the control of the *Consultant*.

ITEM	TARGET DATES
Contract Approval – Notice to Proceed	June 1, 2026
Kickoff Meeting (within 2 weeks from NTP)	Early June, 2026
Deliver Concept Statement	July 3, 2026
Contract End	July 17, 2026

FEE SUMMARY

Base Contract (Tasks 1 through 4)

Total Hours = 78

Fee = \$12,295.00 (Lump Sum)

Contingency = \$1,230.00

Total = \$13,525.00

EXHIBIT B
TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, will be owned by the OWNER. The Engineer will retain intellectual property rights to any innovative work performed as part of the Agreement. None of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented

or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the

OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

24. EMPLOYEE IMMUNITY

The parties to this Agreement acknowledge that an individual employee or agent may not be held individually liable for negligence with regard to services provided under this Agreement. To the maximum extent permitted by law, the parties intend i) that this limitation on the liability of employees and agents shall include directors, officers, employees, agents and representatives of each party and of any entity for whom a party is legally responsible, and ii) that any such employee or agent identified by name in this Agreement shall not be deemed a party.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Safiah Elahi, Traffic Operations Director
Traffic Operations Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

An ordinance amending the City of Waterloo Traffic Code by amending subsection (88) Kimball Avenue, of section 543, thru streets.

RECOMMENDED COUNCIL ACTION

Recommend approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

That Subsection (88) Kimball Avenue Of Section 543, Thru Streets, of the City of Waterloo Traffic Code, to read as follows:

(88) Kimball Avenue Reber Street to south corporate limits except for traffic signals at West Fourth Street, Mitchell Avenue, Ridgeway Avenue, Park Lane, Rachael Street, Brookeridge Drive and San Marnan Drive and four-way stops at West Third Street and Shaulis Road.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Sec 543 Thru Streets-Kimball-2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF WATERLOO TRAFFIC CODE BY AMENDING SUBSECTION (88) KIMBALL AVENUE, OF SECTION 543, THRU STREETS, AS FOLLOWS:

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Subsection (88) Kimball Avenue Of Section 543, Thru Streets, of the City of Waterloo Traffic Code, to read as follows:

(88) Kimball Avenue Reber Street to south corporate limits except for traffic signals at West Fourth Street, Mitchell Avenue, Ridgeway Avenue, Park Lane, Rachael Street, Brookeridge Drive and San Marnan Drive and four-way stops at West Third Street and Shaulis Road.

PASSED AND ADOPTED by the City Council on the _____ day of June, 2026 and approved by the Mayor this _____ day of June, 2026.

David Boesen, Mayor

ATTEST:

Kelley Felchle, City Clerk



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Safiah Elahi, Traffic Operations Director
Traffic Operations Department

MEETING DATE

June 1, 2026

AGENDA ITEM TITLE

An ordinance amending the City of Waterloo Traffic Code by amending subsection (29) Kimball Avenue and Mitchell Avenue, of section 544, All-way stop intersection.

RECOMMENDED COUNCIL ACTION

Recommend approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

That Subsection (29) Kimball Avenue and Mitchell Avenue Of Section 544, All-Way Stop Intersections, of the City of Waterloo Traffic Code, to read as follows:
(29) Kimball Avenue and Shaulis Road.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Sec 544, All Way Stop-Kimball and Mitchell-2026

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF WATERLOO TRAFFIC CODE BY AMENDING SUBSECTION (29) KIMBALL AVENUE AND MITCHELL AVENUE, OF SECTION 544, ALL-WAY STOP INTERSECTIONS, AS FOLLOWS:

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Subsection (29) Kimball Avenue and Mitchell Avenue Of Section 544, All-Way Stop Intersections, of the City of Waterloo Traffic Code, to read as follows:

(29) Kimball Avenue and Shaulis Road.

PASSED AND ADOPTED by the City Council on the _____ day of June, 2026 and approved by the Mayor this _____ day of June, 2026.

David Boesen, Mayor

ATTEST:

Kelley Felchle, City Clerk