



**THE CITY COUNCIL OF WATERLOO, IOWA
Regular Session TO BE HELD AT
Harold E. Getty Council Chambers
Tuesday, January 16, 2024
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, Ray Feuss, Ward 5 Council Member.

Approval of Agenda, as proposed or amended.

Approval of Minutes of January 2, 2024, as proposed or amended.

Recognition of Waterloo Youth City Council members.

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.

CONSENT AGENDA

The consent agenda is reserved for routine resolutions and motions, acted upon by roll call vote on a single motion without discussion. Council shall either vote yea or nay when the roll is called. Council members may request that an item be removed from the consent agenda and considered separately. Such a request does not require a second. The public shall be prohibited from requesting that items listed on the consent agenda be removed and considered separately. The public may contact council members with questions regarding consent agenda items. 1-4A-16(A)(8).

1. Bills Payment, Finance Committee Invoice Summary Report, a copy of which is on file in the office of the City Clerk.
2. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as January 25, 2024, and date of public hearing as February 5, 2024, in conjunction with the Waterloo Convention Center Restroom Renovation Project, and instruct the City Clerk to publish notice.
3. Resolution approving preliminary specifications, bid documents, etc., setting date of bid opening as February 1, 2024, and date of public hearing as February 5, 2024, in conjunction with the purchase of two golf course greens mowers, and instruct the City Clerk to publish notice.
4. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Modern Builders of Janesville, Iowa, in the amount of \$160,429.30, in conjunction with the Iowa Department of Transportation Commercial Service Vertical Infrastructure FY 2022, Hangar No. 4 Improvements Project, Contract No. 22634.
5. Resolution authorizing an exception to the City Of Waterloo Purchasing Policy for purchasing a 2022 Nissan Altima for the Police Department, in the amount of \$25,130.00 from John Deery Motors.
6. Resolution approving the correction of sidewalk repair assessments to properties described in Exhibit A, and authorizing the City Clerk to notify the Black Hawk County Treasurer of said correction.
7. Resolution establishing a sister city relationship with Morant-Bay, St. Thomas, Jamaica.
8. Motion to approve Change Order No. 1 with WRH, Inc., of South Amana, Iowa, for a net increase of \$36,605.84, in conjunction with FY 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, Contract No. 1067, and authorizing the Mayor to execute said document.

9. Motion to approve Change Order No. 6 with Woodruff Construction of Waterloo, Iowa, for a total increase not to exceed \$30,000.00, in conjunction with the FY 2023 Gates Park Improvements Project, Contract No. 1076, and authorizing the Mayor to execute said document.

10. Motion to approve Change Order No. 7 with Entrust Solutions Group (Magellan), of Denver, Colorado, in the amount of \$64,629.49, in conjunction with the FY2023 Construction of a Fiber-to-the Premise Feeder/Distribution and Backbone Network Project, Contract No. 1080, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Jamie Knutson, City Engineer

11. Motion to approve Change Order No. 8 with Entrust Solutions Group (Magellan), of Denver, Colorado, in the amount of \$38,393.08, in conjunction with the FY 2023 Construction of a Fiber-to-the-Premise Feeder/Distribution and Backbone Network Project, Contract No. 1080, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Jamie Knutson, City Engineer

12. Motion to approve the appointment of Ryan Shatek from the current Civil Service List to the position of Stormwater Specialist in the Engineering Department, effective January 17, 2024.

13. Communication from the Building Inspections Department on the notice of the conclusion of employment of Robert Ball, Chief Inspector, effective December 29, 2023, with recommendation of approval of payout of \$11,050.90 for unused benefits.

14. Communication from the Building Inspections Department on the notice of the conclusion of employment of Barry Stratton, Property Safety Inspector, effective December 22, 2023, with recommendation of approval of payout of \$5,658.45 for unused benefits.

15. **William Frost** Board/Commission: Community Development Expiration Date: January 16, 2026 New

16. Community Development Board minutes of October 2023 and public hearing minutes of December 7, 2023.

17. Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Rays Supermarket 2, LLC, 1956 Lafayette Street.

18. Liquor Licenses

a. The Broken Record, 315 W. 4th Street, Class C Alcohol w/Outdoor Service and Sunday Sales (Renewal) Exp: 1/20/2025.

19. Bonds.

PUBLIC HEARINGS

1. FY 2023 Consolidated Annual Performance and Evaluation Report (CAPER).

Motion to receive and file proof of publication of notice of public hearing.

HOLD HEARING - No comments on file.

Motion to close hearing and receive and file oral and written comments.

Resolution approving the FY 2023 Consolidated Annual Performance and Evaluation Report (CAPER) for CBDG and HOME program activities for the period of July 1, 2022, to July 30, 2023, and submission to the U.S. Department of Housing and Urban Development.

Submitted by: Rudy Jones, Community Development Director

2. Request by the City of Waterloo to vacate a 14,734 square foot portion of West Airline Highway located east of 3165 West Airline Highway, subject to the retention of a drainage and utility easement over, under and upon the vacate area.

Motion to receive and file proof of publication of public hearing.

HOLD HEARING - No Comments on file.

Motion to close hearing and receive and file oral and written comments and recommendations of approval of the Planning, Programming and Zoning Commission.

Motion to receive, file, consider and pass for the first time an ordinance approving a request by the City of Waterloo to vacate a 14,734 square foot portion of West Airline Highway located east of 3165 West Airline Highway, subject to the retention of a drainage and utility easement over, under and upon the vacate area.

Motion to suspend the rules.

Motion to receive, file, consider, and pass for the second and third times and adopt the Ordinance.

Submitted by: Noel Anderson, Community Planning and Development Director

3. Request by Americans for Independent Living to rezone approximately 1.22 acres from "C-2" Commercial District to "C-2,C-Z" Conditional Zoning District to allow for a storage warehouse in a portion of the building located at 4020 University Avenue.

Motion to receive and file proof of publication of notice of public hearing.

HOLD HEARING - No comments on file.

Motion to close the hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.

Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by Americans for Independent Living to rezone approximately 1.22 acres from "C-2" Commercial District to "C-2,C-Z" Conditional Zoning District to allow for a storage warehouse in a portion of the building located at 4020 University Avenue. Motion to suspend the rules.

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

Submitted by: Noel Anderson, Community Planning and Development Director

RESOLUTIONS

1. Resolution approving the Termination of a Development Agreement with Todd J. Borwig for property located north of 1332 Walker Street, originally approved by Council May 17,

2021, and recorded February 17, 2023, as Doc. No. 2023-11532, for failure to complete the project per the timeline provided for in the development agreement.

Submitted by: Noel Anderson, Community Planning and Development Director

2. Resolution approving Supplemental Agreement No. 2 with AECOM of Waterloo, Iowa, in the amount of \$6,500.00, in conjunction with the FY 2023 Sunnyside Creek Improvements Wet Detention Pond and Channel Stabilization Project, Contract 1062, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Jamie Knutson, City Engineer

3. Resolution approving Supplemental Agreement No. 2 with AECOM, of Waterloo, Iowa, in the amount of \$147,300.00, in conjunction with the FY 2024 LaPorte Road Improvements, Phase I, Contract 1016, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Oumie Ceesay

4. Resolution approving Supplemental Agreement No. 6 with Stanley Consultants, Inc., of Des Moines, Iowa, in the amount of \$903,000.00, in conjunction with the FY 2022 11th Street and Park Avenue Bridge Replacements Project, Contract No. 1013, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Jamie Knutson, City Engineer

5. Resolution supporting submission of a pre-application by Studio Elysium, LLC for the Iowa Community Catalyst Building Remediation Program, to renovate a building located at 927 Sycamore Street, Waterloo, Iowa.

Submitted by: Noel Anderson, Community Planning and Development Director

6. Resolution approving a development and minimum assessment agreement with Studio Elysium, LLC for the rehabilitation of a one residential unit and a salon, located at 927 Sycamore Street, approving a development grant of \$5,000.00 for the single residential unit and the CURA tax abatement, and minimum assessment agreement for \$170,000.00 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 Agreement with PWM 1 Warehouse, LLC, for the construction of a commercial building no less than 83,900 square feet, Minimum Assessment Agreement with a minimum assessed value of \$4,200,000.00, tax rebates of 95 percent for years one through eleven, 55 percent for year twelve and fifty percent for years thirteen through seventeen, on property located northwest of 3530 Marnie Avenue in the Martin Road TIF District, and authorize Mayor and City Clerk to execute said documents.

Submitted by: Noel Anderson, Community Planning and Development Director

ORDINANCES

1. **An ordinance establishing a new Parklet Program.**

Motion to receive, file, consider and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by establishing a new Article H, Parklet, of Chapter 4, Businesses Relating to Sales, of Title 3, Business and License Regulations.

Motion to suspend the rules.

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

Submitted by: John Chiles, Ward 1 Council Member

2. An ordinance establishing a new Sidewalk Cafe Program.

Motion to receive, file, consider and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by establishing a new Article G, Sidewalk Cafe, of Chapter 4, Businesses Relating to Sales, of Title 3, Business and License Regulations.

Motion to suspend the rules.

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

Submitted by: John Chiles, Ward 1 Council Member

OTHER COUNCIL BUSINESS

1. Motion approving denial of an Exception to Burning Yard Waste application for H&A LC, 3227 E. Washburn Rd, for a request to burn trees removed from fence line on 2 empty lots next to 3280 Newell Street. Staff recommends denying the application.

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

City Clerk Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Approval of Minutes of January 2, 2024, as proposed or amended.

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. 01.02.2024 Council Regular Session Minutes

January 2, 2024

The City Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 PM, on Tuesday, January 2, 2024.

Roll Call.

Mayor Quentin Hart in the Chair. Roll Call: Mr. Boesen, Mr. Nichols, Ms. Creighton-Smith, Mr. Chiles, Mr. Simon, Ms. Wilder and Mr. Feuss.

Prayer or Moment of Silence.

Pledge of Allegiance - Kelley Felchle, City Clerk

Swearing in of Mayor Quentin Hart.

Swearing in of the following Council members: Dave Boesen, Ward 2, Belinda Creighton-Smith, Ward 4, and Steve Simon, At-Large.

Approval of Agenda as proposed or amended.

Feuss/Chiles

that the agenda as proposed, be approved. Voice vote-Ayes: Seven. Motion carried.

Approval of Minutes of December 18, 2023, Council Regular Session, as proposed or amended.

Feuss/Chiles

that the minutes of December 18, 2023, Regular Session, as proposed, be approved. Voice vote-Ayes: Seven. Motion carried.

Recognition of the Finance Department for receiving the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada for the 19th year in a row.

PUBLIC COMMENTS

Mary Potter, 1416 W. 4th Street and trustee of Grout Museum, shared comments about the planetarium at the Grout Museum.

David Dyer, 3145 W. 4th Street, commented that he drove past a structure across from the Salvation Army that was falling down and in disrepair. He questioned why the city had not done anything about it.

Addison Simon, 1140 Kaplan Drive, shared comments about the problems happening in the

Waterloo schools and the aggression against students for who they are and how they identify and hopes that council can help to change that.

Beverly Cosby, 315 Wendell Ct., shared that a couple of months ago she asked about Smokey Row and was told that several council members didn't know where it was located. She shared that she asked because houses can be developed in that area.

Alia Raman, 223 Southbrook Drive, provided comments about racism and discrimination in Waterloo.

Latonya Graves, 1607 E. Donald Street, questioned what the community can do to address landlords that are taking advantage of people that have nowhere else to live.

Mr. Nichols commented that he would be holding At-Large Ward meetings throughout the community. He shared that his first meeting was January 23rd at Grandma's Hands Kitchen.

Mr. Chiles shared that he would hold a Ward meeting last Saturday in January in council chambers.

Ms. Wilder encouraged people to reach out to council members to make sure their voices are being heard, and to consider joining one of the boards and commissions.

Mayor Hart commented on the nastiness that sometimes happens during the election process. He shared that, despite the difficult process, once elected we are all accountable for the work we do. He concurred that there is still a lot of work yet to be done, and said he is hoping that this council can come together to work for the entire community and leave all the politics behind.

Ms. Creighton-Smith shared that she appreciates public comments as it holds us accountable.

Feuss/Creighton-Smith
to close public comments. Voice vote-Ayes: Seven. Motion carried.

CONSENT AGENDA

Feuss/Nichols
that the following items on the consent agenda be received and placed on file, including the payment of bills for January 2, 2024, in the amount of \$5,448,174.56. Roll Call vote-Ayes: Seven. Motion carried.

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

Resolution adopted and upon approval by Mayor assigned No. 2024-001.

Resolution setting date of public hearing as January 16, 2024, to approve the request by Americans for Independent Living to rezone approximately 1.22 acres from "C-2" Commercial District to "C-2,C-Z" Conditional Zoning District to allow for a storage warehouse in a portion of the building located at 4020 University Avenue, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2024-002.

Resolution setting date of public hearing as January 16, 2024, to receive public comments on the CAPER (Consolidated Annual Performance Report), and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2024-003.

Resolution setting date of public hearing as January 16, 2024, to approve the request by the City of Waterloo to vacate a 14,734 square foot portion of West Airline Highway east of 3165 West Airline Highway subject to the retention of a drainage and utility easement over, under and upon the vacate area, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2024-004.

Resolution approving the request of Tony Fischels, for a waiver for a concrete driveway, located at 339 W. 13th Street, and authorizing the construction of a concrete driveway and placing a driveway or sidewalk on the city right-of-way on an unimproved street.

Resolution adopted and upon approval by Mayor assigned No. 2024-005.

Resolution approving request of Brian McCormick for a waiver for a concrete driveway, located at 1310 Cottage Grove Avenue (Cottage Grove Avenue approach only), with the elimination of the sidewalk section due to inability to meet grade requirements.

Resolution adopted and upon approval by Mayor assigned No. 2024-006.

Resolution approving the request by Cullen and Beth Gehrke, for tax exemptions on the construction of a single family home valued at \$470,897.00, for property located at 1408 Partridge Lane, and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2024-007.

Resolution approving award of bid to WRH of Amana, Iowa, in the amount of \$6,184,087.00 and approving the contract, bonds, and certificate of insurance, in conjunction with the FY 2024 Titus Lift Station and Force Main Project, Contract No. 975, and authorizing the Mayor and City Clerk to execute said documents.

Resolution adopted and upon approval by Mayor assigned No. 2024-008.

Motion approving Change Order No. 5 with Woodruff Construction of Waterloo, Iowa, for a total decrease of \$585,804.03, in conjunction with the FY 2023 Gates Park Improvements Project, Contract No. 1076, and authorizing the Mayor to execute said document.

Motion approving the appointment of **Bradley Baldwin** from the current Civil Service List to the position of Property Safety Inspector in the Building Inspection Department, effective January 3, 2024.

Motion approving appointment of **Jennifer Coon** to the position of Administrative Secretary in the Community Development Department, effective Wednesday, January 3, 2024.

Teresa Culpepper Board/Commission: Human Rights Commission Expiration Date: April 10, 2026 (New)

Motion to receive and place on file the Airport Board minutes of November 22, 2023.

Board of Adjustments Meeting minutes of October 24, 2023.

Complete Streets Advisory Committee minutes of October 31, 2023.

Historic Preservation Commission minutes of October 17, 2023.

Planning, Programming, and Zoning Commission minutes of October 10, 2023.

Planning, Programming, and Zoning Commission minutes of November 14, 2023.

PUBLIC HEARINGS

Request by C&S Car Company to rezone approximately 0.57 acres from “R-3” Multiple Residence District to “C-2,C-Z” Conditional Zoning District and a Site Plan Amendment for expansion of an auto sales facility located on the southwest side of South Street from West 6th Street to West 7th Street.

Chiles/Wilder

to receive and file proof of publication of notice of public hearing. Voice vote-Ayes: Seven. Motion carried.

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

Chiles/Wilder

to close the hearing and receive and file recommendation of approval of the Planning, Programming and Zoning Commission. Voice vote-Ayes: Seven. Motion carried.

Chiles/Wilder

to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by C&S Car Company to rezone approximately 0.57 acres from “R-3” Multiple Residence District to “C-2,C-Z” Conditional Zoning

District and a Site Plan Amendment for expansion of an auto sales facility located on the southwest side of South Street from West 6th Street to West 7th Street. Roll Call vote-Ayes: Seven. Motion carried.

Chiles/Wilder

to suspend the rules. Roll Call vote-Ayes: Seven. Motion carried.

Chiles/Wilder

to receive, file, consider and pass for the second and third times and adopt the ordinance. Roll Call vote-Ayes: Seven. Motion carried.

RESOLUTIONS

Resolution approving a request by the City of Waterloo to dedicate a new thirty-foot utility easement on the east property line of Becker Elementary School west of the former Linbud Lane right-of-way in the "R-3" Multiple Residence District at 1239 Sheldon Street.

Nichols/Creighton-Smith

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-009.

Resolution approving a Special Warranty Deed for reverter of title on behalf of the City of Waterloo as attorney-in-fact for Todd J. Borwig and Debra Borwig, pursuant to a Development Agreement with Todd J. Borwig for the development of property located north of 1332 Walker Street, originally approved by Council on May 17, 2021, and recorded February 17, 2023, as Doc. No. 2023-11532, for failure to complete the project per the timeline provided for in the Development Agreement, and authorizing the Mayor and City Clerk to execute said deed.

Nichols/Creighton-Smith

David Dryer, 3145 W. 4th Street, questioned if the old flea market site across from the American Legion had not done anything to the site and questioned if the city would be doing anything about that, since it is also past the timeline to complete the project.

Noel Anderon, Community Planning and Development Director, commented that the difference between this item and the property across from the American Legion is that Mr. Borwig notified the city he would not be moving forward with the project. He explained that the flea market site is part of the flood plain which keeps the developer from moving forward with Work Force Housing Tax Credits that he would like to apply for, so the city is working to get the flood plain removed. The developer has stated that he still wants to move ahead, which is why the city hasn't taken similar action.

Forest Dillavou, 1725 Huntington Road, commented that this development went against the wishes of the neighborhood. He stated that the developer should be required to restore the property to its original condition as the developer has torn up the property.

Noel Anderson provided information regarding some illegal transactions that were taken against our property and stated that our attorneys are working on correcting this, and we feel confident that we will gain clear title. He commented that the work that had begun, such as clearing of

trees, etc., is something that would have needed to be done for the creation of the cul-de-sac, so it is just in the construction stage at this point which needs some attention.

Mr. Boesen commented that he had been frustrated with the process surrounding this development. He questioned if the Borwig's are up-to-date on the property taxes on this property.

Noel Anderson commented that there were no property taxes for this fiscal year, and we are currently waiting for the assessment for the upcoming year. If there are taxes that are owed, we would look to the Supervisors to have them abated.

Ms. Creighton-Smith commented on the importance of discussing this process further to prevent this type of thing from happening over and over again, and to track those that are not performing.

Council, Mayor and Noel Anderson discussed timelines, taxes, future development and plans for new language to address for future agreements.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-010.

Resolution approving a Subordination Agreement with FDP WTC, LLC, in favor of Resource Bank, N.A., pertaining to obligations under a Mortgage Agreement dated August 23, 2023, in favor of The Chandler Group, LLC, pertaining to obligations under a Mortgage Agreement dated August 23, 2023, in favor of Notes One Two Three, LLC, pertaining to obligations under a Mortgage dated December 28, 2023, and in favor of State Bank of Cherry, pertaining to obligations under a Mortgage Agreement dated November 3, 2023, for a project located at 250 Westfield Avenue, and authorizing the Mayor and City Clerk to execute said document.

Nichols/Creighton-Smith

David Dryer, 3145 W. 4th Street, questioned if the city holds the mortgage.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-011.

Resolution approving Supplemental Agreement No. 5 with Stanley Consultants, Inc., of Des Moines, Iowa, in the amount of \$124,600.00, in conjunction with the FY2022 11th Street and Park Avenue Bridge Replacements, Contract No. 1013, and authorizing the Mayor and City Clerk to execute said document.

Chiles/Wilder

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-012.

Resolution approving an ALS Intercept Billing Agreement between Mayo Clinic Ambulance and Waterloo Fire Rescue, and authorizing Bill Beck, Fire Chief, to execute said document.

Chiles/Wilder

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor

assigned No. 2024-013.

Resolution approving a Professional Service Agreement with Terracon Consultants of Cedar Falls, Iowa, in conjunction with construction observation and materials testing for the FY 2023 Gates Park Improvements Project, Contract No. 1076, and authorizing the Mayor to execute said documents.

Chiles/Wilder

Mr. Boesen questioned where the fire department is at for transfers.

Bill Beck, Fire Chief, shared that they started the transfers yesterday.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-014.

ADJOURNMENT

Feuss/Chiles

that the meeting adjourn at 6:31 p.m. Voice vote-Ayes: Seven. Motion carried.

Kelley Felchle
City Clerk



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Grace Dalrymple, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Grace Dalrymple

Subscribed and sworn to me this 16th day of January 2024.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Kathryn Malek, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Kathryn Malek

Subscribed and sworn to me this 16th day of January 2024.



Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Lindzee Cannon, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Lindzee Cannon

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, which appears to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Reagan Cole, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Reagan Cole

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, which appears to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Lexie Gifford, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Lexie Gifford

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, which appears to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Naima Haynes, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Naima Haynes

Subscribed and sworn to me this 16th day of January 2024.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Elise Hong-Miller, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Elise Hong-Miller

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, which appears to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Sophie Matlock, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Sophie Matlock

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, which appears to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Larya Pratchett, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Larya Pratchett

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, which appears to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Mariana Torres, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Mariana Torres

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, which appears to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Anna Werning, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Anna Werning

Subscribed and sworn to me this 16th day of January 2024.



Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Cheyenne White, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Cheyenne White

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, which appears to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Scarlett Bertram, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Scarlett Bertram

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, appearing to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Sayla Elliott-Ott, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Sayla Elliott-Ott

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, which appears to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Max Kane, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Max Kane

Subscribed and sworn to me this 16th day of January 2024.



Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Harrietta Menjay, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Harrietta Menjay

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, appearing to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Benjamin Ritter, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Benjamin Ritter

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, which appears to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Ester Shin, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Ester Shin

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, appearing to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Kenan Slijivo, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Kenan Slijivo

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, which appears to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Blake Smith, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Blake Smith

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, which appears to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Kyle Squire, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Kyle Squire

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, which appears to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Isabel Stafsholt, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Isabel Stafsholt

Subscribed and sworn to me this 16th day of January 2024.

A handwritten signature in blue ink, appearing to read "Quentin Hart", is written over a horizontal line.

Quentin Hart, Mayor



OATH OF OFFICE

STATE OF IOWA)
) SS
BLACK HAWK COUNTY)

I, Claire Vandersee, do solemnly swear I will support the Constitution of the United States and the Constitution of the State of Iowa, and I will faithfully and impartially to the best of my ability, discharge all the duties of the office of the Waterloo Youth Council Member in the City of Waterloo, Black Hawk County, Iowa, as now or hereafter required by law.

Claire Vandersee

Subscribed and sworn to me this 16th day of January 2024.



Quentin Hart, Mayor



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Noel Anderson, Community Planning and Development Director
Building Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as January 25, 2024, and date of public hearing as February 5, 2024, in conjunction with the Waterloo Convention Center Restroom Renovation Project, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

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. NTB - WCC Restroom Reno
2. Notice of Hearing - WCC Restroom Reno - 2.5.2024

SECTION 00 1113
NOTICE TO BIDDERS

NOTICE OF BID LETTING FOR THE CONSTRUCTION OF WATERLOO CONVENTION
CENTER – RESTROOM RENOVATION 2024 INTERIOR RENOVATION PROJECT IN
WATERLOO, IOWA AND THE TAKING OF BIDS FOR SUCH CONSTRUCTION.

Notice is hereby given that the City of Waterloo of Waterloo Council, Iowa, will receive bids at Waterloo City Hall until the **25th day of January 2024 at 1:00 p.m.**, for the Waterloo Convention Center – Restroom Remodel. Bids shall be submitted to the Clerk's Office at Waterloo City Hall, 715 Mulberry Street, Waterloo IA 50701. Bids will be publicly opened and tabulated on said day and hour and will then be acted on by the Council. The Council will give consent on selected bidder at their meeting on the **5th day of February 2024 at 5:30 p.m.** Meetings are held at the Waterloo City Hall, Council Chambers 715 Mulberry Street, Waterloo, Iowa 50701.

Project Scope: Interior renovation of 4 existing public restrooms to increase fixture count and update finishes. In addition, a family restroom will be added along with small multi-purpose room to the existing building, demolition of existing elements to achieve new work and other related work indicated in the Drawings and Specifications.

A prebid conference will be held on the **9th day of January 2024 at 1:00 p.m.** at the Waterloo City Hall 715 Mulberry Street, Waterloo Iowa 50701 with contractors and answer any questions. Site visit to follow to review the building and site conditions of the project.

A more detailed description of the kinds and approximate quantities of materials and types of construction for which bids will be received are set forth in the Bidding Documents prepared by ISG, Inc. of Waterloo, Iowa, which, together with the proposed form of contract, have heretofore been approved by the City of Waterloo and are now on file for public examination and are by this reference made part hereof as though fully set out and incorporated herein.

All sealed bids in connection therewith shall be submitted to the City of Waterloo on or before the time herein set for letting. All proposals shall be made on official proposal forms furnished by the Architect/Engineer and must be enclosed in a separate sealed envelope and plainly identified and addressed to the City of Waterloo. If a bid is to be mailed, the bid envelope shall be sealed in a regular mailing envelope. FAX and E-mail Bids will not be accepted. The Owner reserves the right to reject any or all bids and to waive informalities and to hold and consider the bids for 45 days after the date of the bid opening. The contract will be awarded to the lowest, responsive, responsible bidder.

Each proposal shall be accompanied by a bid bond, certified check, cashier's check or certified share draft in a separate sealed envelope, clearly marked "Bid Bond" or Bid Security", in an amount equal to five percent (5%) of the total amount of the proposal. The certified or cashier's check shall be drawn on a bank in Iowa or a bank chartered under the laws of the United States of America, or the certified share draft shall be drawn on a credit union in Iowa or chartered under the laws of the United States and payable to the City of Waterloo. Said check or share draft may be cashed, or the bid bond forfeited as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days of issuance of a Notice of Award and post bond satisfactory to the Council insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law. The bid bond should be executed by a corporation authorized to contract as a surety in the State of Iowa and must not contain any conditions either in the body or as an endorsement thereon.

The successful bidder will be required to furnish a corporate surety bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by The City of Waterloo, Waterloo, Iowa, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, the payment for materials used in the project and the maintenance of said improvements in good repair for not less than one (1) year from the time of acceptance of said improvements by The City of Waterloo.

Payment of the cost of said project will be made from such cash funds of The City of Waterloo as may be legally used for said purpose at the discretion of The City of Waterloo.

The Contractor will be paid ninety-five per cent (95%) of the Architect's/Engineer's estimate of the value of acceptable work completed at the end of the preceding month. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by The City of Waterloo, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.

No such final payment will be due until the Contractor certifies to The City of Waterloo that the materials, labor, and services involved in the final estimate have been paid for in accordance with the requirements stated in the specifications.

The City of Waterloo, Waterloo, Iowa is exempt from paying Sales and Use Tax and will supply Contractor with an "Iowa Sales Tax Exemption Certificate" and an authorization letter to allow the Contractor to buy equipment and material for the project without paying Sales and Use tax.

The work shall commence by May 6, 2024 after receipt by the contractor of a written notice to proceed and **shall be substantially completed on or before the 30th day of August 2024**, subject to any changes in the contract period as provided for in these specifications and granted by The City of Waterloo. **The Work on shall be finally completed** by, and ready for final payment, on or before the **13th day of September 2024**, subject to any changes in the contract period as provided for in these specifications and granted by The City of Waterloo.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

Liquidated damages in the amount of One Thousand Dollars (\$1,000) per calendar day will be assessed for each day that the work shall remain uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond control of the Contractor.

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

Plans and specifications governing the construction of the proposed improvements have been prepared by the Architect/Engineer. These plans and specifications, and the proceedings of The City of Waterloo referring to and defining said improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Copies of said plans and specifications and form of contract are now on file for examination by bidders. Paper copies may also be obtained from through Rapids Reproductions, 6201 Chancellor Dr., Cedar Falls, IA 50613, or calling 1-800-383-1223, upon deposit of one-hundred fifty dollars (\$150.00) which shall be refunded if plans and specifications are returned to Rapid Reproductions no later than fourteen (14) days following award of project. If the plans and specifications are not returned within the allotted time and in a reusable condition, the deposit shall be forfeited. Please call ahead to make sure that bidding documents are ready to pick up when you arrive.

Drawings, specifications, and other Bidding Documents may also be obtained online at www.questcdn.com. If you do not already have a free membership, you may sign up for one to gain access to the documents. **The QuestCDN eBidDoc number is 8899192.** There is no fee to access a pdf copy of the documents online.

Documents are viewable at www.questcdn.com and www.ISGInc.com free of charge.

Any bidder or equipment supplier whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Non-procurement Programs" will be prohibited from the bidding process. Anyone submitting a bid who is listed in this publication will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31.

Published upon order of The City of Waterloo.

City of Waterloo

BY /s/

Quentin Hart, Mayor

ATTEST:

BY /s/

NOTICE OF PUBLIC HEARING
On Proposed Plans, Specifications, and Form of Contract
and Estimated Cost For the Construction of
WATERLOO CONVENTION CENTER – RESTROOM RENOVATION
In the City of Waterloo, Iowa

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at 5:30 p.m. on the 5th day of February, 2024 at 5:30 p.m., said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements prepared by ISG, of Waterloo, Iowa, are now on file in the office of the City Clerk for public examination. Any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth.

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the 25th day of January 2024 at 1:00 p.m., and the proposals will be acted upon at such later time and place as may then be fixed by the City Council. The bid opening will be livestreamed on YouTube and made available on the city website.

Project Scope: Interior renovation of 4 existing public restrooms to increase fixture count and update finishes. In addition, a family restroom will be added along with small multi-purpose room to the existing building, demolition of existing elements to achieve new work and other related work indicated in the Drawings and Specifications. A more detailed description of the kinds and approximate quantities of materials and types of construction for which bids will be received are set forth in the Bidding Documents prepared by ISG, of Waterloo, Iowa. The Engineer has prepared plans and specifications governing the construction of the proposed improvements. These plans and specifications, and the proceedings of the City referring to and defining said improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith.

Published pursuant to the provisions of Chapter 26 of the City Code of Iowa and upon order to the City Council of said Waterloo, Iowa, on the 16th day of January 2024.

Kelley Felchle, City Clerk
City of Waterloo, Iowa



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Paul Huting, Leisure Services Director
Leisure Services Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Resolution approving preliminary specifications, bid documents, etc., setting date of bid opening as February 1, 2024, and date of public hearing as February 5, 2024, in conjunction with the purchase of two golf course greens mowers, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approve the plans, specifications, etc. and taking of bids, and set the date of bid opening as February 1, 2024 and the public hearing as February 5, 2024.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This transaction will replace high-hour 2008 and 2011 model year units. These units are critical for mowing greens at the golf courses.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Funding is in place with CIP Off-Road Golf Maintenance Equipment Funds. Estimated expense is \$100,000.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Bid Documents 2024 Greensmowers

**CITY OF WATERLOO
LEISURE SERVICES
1101 CAMPBELL AVE
WATERLOO IA 50701**

**GENERAL INSTRUCTIONS, REQUIREMENTS
AND SPECIFICATIONS**

TWO (2) NEW GOLF COURSE GREENSMOWERS

BID REQUEST

**Bid documents for Two (2) New Golf Course Greensmowers ready for use by
the City of Waterloo, Iowa.**

INSTRUCTIONS TO BIDDERS

BID DEADLINE DATE: 1:00pm Thursday February 1, 2024

The City of Waterloo, Iowa, is seeking competitive bids on the purchase of two (2) golf course greensmowers as described in the enclosed specifications.

All bids are to be submitted to the Clerks Office at City Hall located at 715 Mulberry Street, Waterloo, Iowa, 50703, in a sealed envelope. When submitting bid, please note on the lower, left-hand corner of envelope:

➤ **Golf Course Greensmower Bid**

All bids must meet or exceed the Specifications provided. Bids that do not meet or exceed the Specifications will be rejected.

All bid prices are recognized by the City and the Bidder to be valid irrevocably for a minimum of sixty (60) days from the calendar date of the Bid Opening.

Standard procedure dictates that the City of Waterloo will accept the lowest responsive, responsible bid. However, the Bidder understands that the City reserves the right to reject any bid that is either considered not to be responsive or not most advantageous to the City. The City will normally award the purchase contract to the responsible Bidder who meets or exceeds the minimum specifications provided. Delivery timeline/equipment availability of the units will be a major factor in the vendor selected. The City of Waterloo hopes to use these units for mowing during at least a portion of the 2024 growing season. Price and delivery timeline will both be considered when selecting equipment vendor.

The City of Waterloo, Iowa, reserves the right to accept or reject any and all bids.

If applicable, the Bidder guarantees that Title conveyed for the goods shall be delivered free from security interest or other lien or encumbrance.

The Bid Price given shall be the complete price for unit or units meeting specifications provided. This price shall include all discounts, freight and/or transportation costs necessary to supply the vehicles in accordance with the Specifications and to the final destination at 1101 Campbell Avenue, Waterloo, Iowa.

INSTRUCTIONS TO BIDDERS

PAGE TWO

Certain units may have special warranty provisions, maintenance provisions, or buy-back guarantees. These will be listed in the individual specifications. The Bidder is cautioned to review these carefully and complete the bid proposal accordingly.

Specific questions may be addressed to: JB Bolger, Park Superintendent, Waterloo Leisure Services, 1101 Campbell Avenue, Waterloo, Iowa 50701, (319) 291-4370.

The Bidder must have and maintain inventory of repair parts as well as have experienced service personnel for this equipment. The Bidder shall certify by the act of signing and submitting his/her bid that all items and service delivered hereunder shall comply with the Federal Occupation Safety and Health Act of 1960 as amended and applicable.

BID DEADLINE: Bids will be received until 1:00pm, local time on Thursday February 1, 2024. Bids will be opened 1:00pm on Thursday February 1, 2024 at the City Hall in Council Chambers.

THE CITY RESERVES THE RIGHT TO REJECT ANY AND/OR ALL BIDS.

SPECIFICATIONS

TWO (2) NEW Golf Course Greensmowers

The undersigned hereby proposes to furnish the following equipment f.o.b. Waterloo, IA, ready for immediate use with all necessary parts and accessories needed for its operation as specified below. Dealer must list any deviation from specifications given.

John Deere 2750 PrecisionCut Triplex Mower

19 HP Diesel Motor
Hydraulic Drive Reels
Smooth Tires and Wheels
Two-Wheel Drive
Quick Adjust 14 Blade Reels
2" Diameter Machine Grooved Solid Rollers with Solid Endcaps
Cutting Unit Only Counterweights
Hollow Smooth Front Rollers
Standard Seat
Cutting Unit Attaching Yokes and Translucent Yellow Grass Catchers
LED Work Light Kit
Greensmower Storage and Convenience Kit
Spare Wheel and Tire Assembly (tire mounted on rim)
Paper Parts & Tech Manuals
Minimum Two Year Comprehensive Warranty

Toro Greensmaster 3400 Diesel Powered with Hydraulic Reels

Kubota D902, Tier 4i, 24.8 HP Diesel Motor
Smooth Tires and Wheels
Two Wheel Drive
14 Blade Reels
Narrow Wiehle Roller
LED Light Kit
Standard Seat
Grass Catcher Kits and Baskets
Spare Wheel and Tire Assembly (tire mounted on rim)
Paper Parts and Tech Manuals
Minimum Two Year Comprehensive Warranty

Jacobsen GP400 Diesel

Kubota 17.7HP Diesel Motor
Smooth Tires and Wheels
Two Wheel Drive
15 Blade Reels
2" Diameter Grooved Segmented Rollers
Smooth Rollers (Rear)
LED Light Kit
Standard Seat
New Eclipse Style Grass Catcher Kits and Baskets
Spare Wheel and Tire Assembly (tire mounted on rim)
Paper Parts and Tech Manuals
Minimum Two Year Comprehensive Warranty

OPTIONAL TRADE UNITS**Irv Warren Golf Course Unit:**

2008 John Deere 2500 Diesel
Serial # TC250BD020122
Hours: 1,908
Available for viewing at Leisure Services Main Campus- 1101 Campbell Ave

Gates Park Golf Course Unit:

2011 John Deere 2500 Diesel
Serial # TC250BDKBT050183
Hours: 3,659

Available for viewing at Gates Park Golf Course 1560 North Barclay Street

**CITY OF WATERLOO
BID FORM
TWO (2) NEW GOLF COURSE GREENSMOWERS**

Our bid for two (2) new Golf Course Greensmowers meeting the specifications as previously stated in these bid documents, delivered F.O.B. to Leisure Services, 1101 Campbell Avenue, Waterloo, Iowa, ready for use by the City of Waterloo:

_____ \$ _____

Optional Trade Units:

Irv Warren Unit:

_____ \$ _____

Gates Park Unit:

_____ \$ _____

If awarded the contract, we agree to deliver the above listed equipment to the City of Waterloo by _____ (date). Failure to deliver to the City of Waterloo on or before this stated date shall result in a penalty at a daily rate of \$50.00 per working day until delivery is made.

We understand that this quotation will be reviewed by the Leisure Services Park Superintendent and the Waterloo City Council for the purpose of securing the equipment at the most favorable cost and delivery timeline. Life Cycle Analysis will be used when appropriate. Factors such as service location and availability, warranty, maintenance records and vendor's past performance records will be considered where applicable.

Bidder _____
Company Name

Address

City State Zip Code

Contact Person _____

Signature _____ Date _____

Phone _____ Fax _____



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Keith Kaspari, Director of Aviation
Airport Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Modern Builders of Janesville, Iowa, in the amount of \$160,429.30, in conjunction with the Iowa Department of Transportation Commercial Service Vertical Infrastructure FY 2022, Hangar No. 4 Improvements Project, Contract No. 22634.

RECOMMENDED COUNCIL ACTION

Approve of the above request by Airport Staff

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This project includes the remodel / renovation of all of the office and restrooms in this 1960's era aircraft storage hangar.

NEIGHBORHOOD IMPACT

N/A

DATA, ANALYSIS, AND STRATEGIES

N/A

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

N/A

COMMUNITY ENGAGEMENT METHODS

N/A

SOURCE OF EXPENDITURES

100% of the funds expended on this project was derived via the Iowa DOT's Aviation Bureau, through their CSVI - or Commercial Service Vertical Infrastructure program.

ALTERNATIVE ACTION

N/A -

LEGAL DESCRIPTION

N/A

ATTACHMENTS

1. Final Acceptance 9I220ALO200

December 26, 2023

Mr. Keith Kaspari
Director of Aviation
Waterloo Regional Airport
2790 Livingston Lane
Waterloo, IA 50703

SUBJECT: Hangar No. 4 Improvements
Waterloo Regional Airport
Waterloo, Iowa
CSVI Project No. 9I220ALO200
Contract No. 22634
AECOM Project No. 60674611

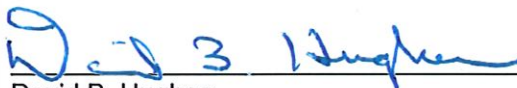
Dear Mr. Kaspari:

By this letter, we hereby state:

1. We have made a final review of the project on December 1, 2023, and recommend acceptance.
2. To the best of our knowledge and belief, based on observations of AECOM, the contractor, Modern Builders, Inc. has performed the work in accordance with the contract requirements in effect for the above-referenced project.
3. The total cost of the completed work is \$ 160,429.30.



I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the state of Iowa.


David B. Hughes

12/26/2023
Date

License No. 13037

My license renewal date is December 31, 2025.

Pages or sheets covered by this seal:



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Police Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Resolution authorizing an exception to the City Of Waterloo Purchasing Policy for purchasing a 2022 Nissan Altima for the Police Department, in the amount of \$25,130.00 from John Deery Motors.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. WATERLOO PD ALTIMA TF 2023

[illegible]

CONTRACT TERMS AND CONDITIONS

In this contract, the words “we”, “us” and “our” refer to the dealer. The words “you” and “your” refer to the buyer and the co-buyer, if any.

1. CASH SALE. You agree to buy the vehicle described on page 1 of this document. This is not a credit document. If you obtain financing to purchase the vehicle, you will be required to sign documents which comply with applicable federal and state laws. If you obtain financing to purchase the vehicle, there will be a fee for filing the lien on the title. This fee may be paid to either the dealer or to the lending institution from whom you obtain financing.

2. WARRANTY DISCLAIMER. *YOU UNDERSTAND THAT THE VEHICLE IS SOLD “AS IS” WITH ALL FAULTS AND THAT THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,* or any other warranties, express or implied, covering the vehicle unless we make a written warranty to you or unless we enter into a service contract with you within 90 days from the date of this contract. If we do so, any implied warranty will last only as long as the limited written warranty.

This provision does not affect any warranties which may be provided by the manufacturer. If there is a manufacturer's warranty on the vehicle, we are not a party to it and it is not a part of this contract. If we are authorized by the manufacturer to perform warranty work on your vehicle, we hope that you ask us to perform the work. However, the manufacturer's warranty is between you and the manufacturer.

3. YOUR FAILURE OR REFUSAL TO ACCEPT DELIVERY. If you refuse or fail to accept delivery of the purchased vehicle, we may keep your cash deposit as liquidated damages. If you had a trade-in, we may sell the trade-in and keep any part of the selling price which we need to reimburse us for losses which we incurred because you did not take delivery.

4. FAILURE OR DELAY OF DELIVERY. We are not liable for failure to deliver or delay in delivery of the purchased vehicle if the failure or delay is due, in whole or in part, to any cause beyond our control or without our fault or negligence. We are not liable to you for any consequential damages, damages to property, damage for loss of use, loss of time, loss of profits, or income or any other incidental damages arising out of the sale or use of the purchased vehicle.

5. DEALER’S REMEDIES. If you fail to perform all of the terms and conditions of this contract, we may exercise any right or remedy granted by law as well as the other remedies described in this contract.

6. ADDITIONAL DOCUMENTS. You agree to sign any other documents which are required to transfer title to the trade-in vehicle or the purchased vehicle, including odometer statements, damage disclosure statements, and powers of attorney.

7. ATTORNEYS’ FEES. If you default on this contract, you will pay us our costs and attorneys’ fees and late charges in addition to our damages.

IF YOU HAVE A TRADE-IN:

If you are trading another vehicle as part of the price of the vehicle purchased, you agree to the following additional terms.

8. YOUR WARRANTY OF TITLE TO TRADE-IN. You must provide us with your vehicle title, correctly assigned to us. You promise that the trade-in vehicle is your property free and clear of any liens or encumbrances except as noted on page 1 of this contract and that all taxes and registration fees are currently paid. If we are put to any expense with respect to unpaid taxes or registration fees, you will reimburse us upon demand. If we find out that you made any misrepresentation about the trade-in, then you will pay us three times our actual damages as a result of the misrepresentation, plus our costs of collection and attorney’s fees.

9. AMOUNT DUE ON TRADE-IN. The “Trade-In Balance Owed” on page 1 of this contract was provided by your lienholder. If the balance is incorrect due to the fault of the lienholder, the error will be treated as a mutual mistake of fact. In other words, if you owe more money on your trade-in you will pay us the difference or you can rescind the contract by returning the vehicle. If you owe less, we will pay (or credit) you.

10. REAPPRAISAL OF TRADE-IN. If you do not deliver the trade-in to us until the purchased vehicle is delivered to you, then we may reappraise the trade-in at the time that you deliver it to us and the new appraisal will determine the allowance to be made on the vehicle purchased. If the reappraisal is lower than the original appraisal, you may cancel this contract provided you do so before you take delivery of the purchased vehicle and surrender the trade-in.

IF YOU ARE BUYING A NEW VEHICLE:

If you are buying a new vehicle, you agree to the following additional terms.

11. MANUFACTURER’S PRICE REVISION ON NEW VEHICLE. If you are buying a new vehicle which we do not have in stock at the time you order it and if the manufacturer changes our price of the vehicle model or body type you ordered between the time we signed this contract and the time we delivered the vehicle to you, we have the right to change the price to you. However, if you do not agree to the changed price, you may cancel this contract. If you cancel the contract, we will return your trade-in to you, if it has not already been sold so long as you pay for the cost of reasonable repairs and storage fees. If we have sold your trade-in, we will pay you the amount we received for the trade-in less a selling commission of 15% and any expenses which we incurred in reconditioning, repairing, insuring, storing and selling the vehicle.

12. MANUFACTURER’S CHANGE OF THE MODEL AND BODY OF THE NEW VEHICLE. If you are buying a new vehicle and if the manufacturer changes (or discontinues) the model, design, chassis, accessories, body type or parts of the vehicle which you ordered, we will have no obligation to make the same or similar change to the vehicle you ordered either before or after we deliver the vehicle to you.



Exhibit A - Council Date: 1/16/2024

		AMOUNT
	CERTIFICATE #	ADDRESS
		ASSESSED
1	35-0016369	300 Sycamore Street
		\$35,868.33
2	35-0017360	206 Summit Avenue
		\$1,236.00



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Quentin Hart, Mayor
Mayor Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Resolution establishing a sister city relationship with Morant-Bay, St. Thomas, Jamaica.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Norman Grant Jr and I connected at a Grow Cedar Valley event. We had subsequent discussions in June 2023 around forming a Sister City partnership between the city of Waterloo Iowa USA and Morant Bay, St Thomas, Jamaica. national government) provided the Ministry of Local Government (part of the text of the agreement in early Government (part of the national government) provided the text of the agreement in early 2024 for a Morant Bay -Waterloo partnership. Both the Waterloo City Council and the Municipal Assembly of Morant Bay approved the above text in 2024. We met over zoom call and discussed at length the impact of the Sister City partnership.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Sister City Agreement-Morant Bay



The Sister City Agreement



AGREEMENT BETWEEN THE SISTER CITIES THE CITY OF MORANT BAY (ST THOMAS, JAMAICA) AND THE CITY OF WATERLOO (IOWA, UNITED STATES OF AMERICA)

The Mayor of the City of Morant Bay and the Mayor of the City of Waterloo:

- Considering the existing relationship of friendship and cooperation between the citizens of the City of Waterloo and the City of Morant Bay, referred to as the parties;
- Based on the belief that the strengthening of dialogue between cities is a basic step towards the development of the promotion of academic and cultural relations between the parties;

These cities, as sister cities, will agree to cooperate in many fields such as culture, sports, education, economy, health, and the exchange of each other's cultural experiences.

The purpose of this joint agreement is to strengthen relations based on mutual trust and respect.

The agreed areas for cooperation are as follows:

Cooperation for the development of the city

The two parties are committed to promote collaborative projects, mainly focused on the following areas:

- Economic Development
- Cultural Heritage
- Sports
- Cooperation in strengthening the role of women in decision—making
- Environment
- Education
- Health

The two parties are committed to exchange experiences led by experts engaged in key issues and mutual projects.

Cultural cooperation

Both parties should cooperate to promote and realize activities that will facilitate cultural cooperation and the exchange of cultures between the cultural institutions of the two cities.

Economic cooperation

Both parties will support and promote, with the help of the responsible economic boards, the cooperation between the two enterprises of the two cities to promote the cultures.

Academic cooperation

Both parties wish to promote international friendship by encouraging and developing cross-cultural activities and projects between students from and Waterloo.

In this context, the City of Waterloo and Morant Bay should support the exchange of students and teachers, and internships for researchers, academics, and doctoral students who come from the universities of the City of Cedar Falls and the City of Morant Bay and other research centers.

This agreement must be implemented in accordance with the national laws and regulations of both countries and the respective obligations assumed by both Parties in accordance with international law as well as their membership in regional and international groups.

Both parties declare that any activity intended for the implementation of this agreement, will not have an addition to the public financial system, based on the financial law in force, and will be covered by the proposing institutions.

The current Sister Cities Agreement will enter into force on the day of signing.

Its provisions can be changed at the request of each party and they will follow the procedures provided by the national law.

Approved and signed on 16.01.2024 in English.

ST. THOMAS JAMACIA
FOR THE CITY OF MORANT BAY
MAYOR OF MORANT BAY
LEEROY WILLIAMS

IOWA, UNITED STATES AMERICA
THE CITY OF WATERLOO
MAYOR OF WATERLOO
QUENTIN HART

BACKGROUND ...

Norman Grant Jr and I connected at a Grow Cedar Valley event. We had subsequent discussions in June 2023 around forming a Sister City partnership between the city of Waterloo Iowa USA and Morant Bay, St Thomas, Jamaica.

Ministry of Local Government (part of the text of the agreement in early Government (part of the national government) provided the text of the agreement in early 2024 for a Morant Bay -Waterloo partnership. Both the Waterloo City Council and the Municipal

Assembly of Morant Bay approved the above text in 2024. We met over zoom call and discussed at length the impact of the Sister City partnership.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Waste Management Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Motion to approve Change Order No. 1 with WRH, Inc., of South Amana, Iowa, for a net increase of \$36,605.84, in conjunction with FY 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, Contract No. 1067, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approve Change Order No. 1 with WRH, Inc. in conjunction with FY2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation

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. CO 1&Encl - For Signature

December 29, 2023

CHANGE ORDER NO. 1

PROJECT: F.Y. 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation
OWNER: City of Waterloo, Iowa
CONTRACT: 1067
CONTRACTOR: WRH, Inc.

Description of Change

1a	Remove Contractor-proposed motor replacement from drive rebuild work in accordance with the Cost Proposal Request (CPR) 001 dated October 20, 2023, and Request for Change (RFC) 3 dated December 1, 2023.	(DEDUCT)	(\$7,553.47)
1b	Add replacement of Sluice Gate G-5-11-2 in accordance with enclosed CPR 001 dated October 20, 2023, and RFC 2A dated November 22, 2023.	ADD	\$44,159.31

TOTAL VALUE OF THIS CHANGE ORDER:	ADD	\$36,605.84
-----------------------------------	-----	-------------

Contract Price Adjustment

Original Contract Price	\$842,000.00
Previous Change Order Adjustments	\$0.00
Adjustment in Contract Price this Change Order	\$36,605.84
Current Contract Price including this Change Order	\$878,605.84

Contract Substantial Completion Date Adjustment

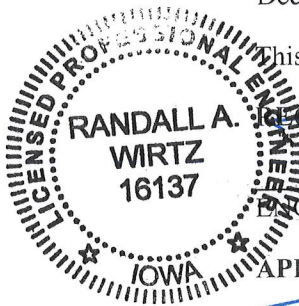
Original Contract Substantial Completion Date	January 7, 2024
Contract Substantial Completion Date Adjustments due to previous Change Orders	0 Days
Contract Substantial Completion Date Adjustments due to this Change Order	173 Days
Current Substantial Contract Completion Dates including all Change Orders	June 28, 2024

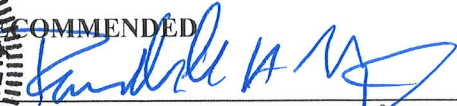
Contract Final Completion Date Adjustment

Original Contract Final Completion Date	February 6, 2024
Contract Final Completion Date Adjustments due to previous Change Orders	0 Days
Contract Final Completion Date Adjustments due to this Change Order	171 Days
Current Final Contract Completion Dates including all Change Orders	July 26, 2024

City of Waterloo–WRH, Inc.
Contract 1067, Change Order No. 1
Page 2
December 29, 2023

This document shall become a supplement to the Contract and all provisions will apply hereto.



RECOMMENDED


ENGINEER–Strand Associates, Inc.®

1/3/2024
Date

APPROVED


CONTRACTOR–WRH, Inc.

12/29/23
Date

APPROVED

OWNER–City of Waterloo, Iowa

Date



Request for Change (RFC)

Project: **FY 23 Wastewater Treatment Plant Final Clairifier #3 Rehabilitation - Waterloo, Ia.**

RFC No. 3

DATE 12/01/23

Job No. 1419

Reference:

RFQ # _____

Location _____

Contract No. _____

A Change in the scope of work is indicated below and Owner's prompt approval or rejection of this authorization is requested so that the material may be purchased and to prevent any delay in field operations.

Reason for Change:

- | | |
|---|--|
| ☐ Design Request | ☐ Field Condition |
| ☒ Owner Request | ☐ Suggested by Contractor |
| ☐ Other ---- Explain _____ | |

1) Delete the motor replacement requirements.

2) It is requested that the completion date be; ☐ extended ☒ decreased
by 0 calendar days.

3) Basis of Payment:

- | | |
|---|-------------------|
| a) ☐ Firm price for performing this change along with attached supporting details
is ☐ increased / ☒ decreased by | <u>\$7,553.47</u> |
| b) ☐ Unit Price | <u>\$0.00</u> |
| c) ☐ Change to be performed per unit prices in Contract | <u>\$0.00</u> |
| d) ☐ The time required to prepare and agree upon a detailed estimate prior to proceeding with the change would unduly delay job progress. The following is an approximate estimate to assist Owner in determining whether or not change should be made. If notified to proceed, a detailed estimate in the form agreed upon, with supporting details, will be submitted after receipt of said notice.
Approximate Estimate is | <u>\$0.00</u> |

☐ CHANGE WILL NOT BE MADE
PROCEED ON THE FOLLOWING BASIS:

- | | |
|--|--|
| ☐ Firm Price | ☐ Time and Material |
| ☐ Estimate of Price | ☐ Change in Completion Date |
| ☒ Unit Price in Contract | ☐ No Change |

Comments: _____

Submitted by: _____

Tim Williams

Approved by: _____

Owner

WRH, Inc.

Date: 12/1/2023

Date: _____

Tim Williams

From: Cory Sonner <csonner@vessco.com>
Sent: Tuesday, November 28, 2023 6:48 PM
To: Tim Williams; kyle.kamerer@evoqua.com
Cc: Tim Hertel; Bud Maynard
Subject: RE: Evoqua Quote

Tim,

Below is the breakout price of the parts you listed below:

Item #	Part Number/Description	Price
50	W2T493155 MOTOR,GEAR;PARALLEL HEL;1800 RPM RPM Reference #: 303-70480-24	\$2,030.00
51	W3T21226 BASE-DRIVE,RH,4.4 X 9 X 14.5",PNTD,STL Reference #: 503-81897-80	\$523.47
52	W3T16105 CF70 Gearmotor W/ Drive Base	\$5,000.00

Best Regards,



Cory Sonner | Sales Engineer
c: (515) 509-0470 | w: (515) 233-8599 | csonner@vessco.com

2740 Ford Street, Ames, IA. 50010
Vessco Inc. | [Celebrating Over 45 Years of Clean Water](#)



From: Tim Williams <twilliams@wendlerinc.com>
Sent: Tuesday, November 28, 2023 5:50 PM
To: kyle.kamerer@evoqua.com; Cory Sonner <csonner@vessco.com>
Cc: Tim Hertel <THertel@wendlerinc.com>; Bud Maynard <bmaynard@wendlerinc.com>
Subject: RE: Evoqua Quote

Kyle/Cory,

It has been a month since Bud inquired.
Have you come up with a credit for not replacing the Clarifier motor at the Waterloo WWTP?

Please advise.



Request for Change (RFC)

Project: **FY 23 Wastewater Treatment Plant Final Clairifier #3 Rehabilitation - Waterloo, Ia.**

RFC No. 2-A DATE 11/22/23 Job No. 1419

Reference:
RFQ # _____ Location _____ Contract No. _____

A Change in the scope of work is indicated below and Owner's prompt approval or rejection of this authorization is requested so that the material may be purchased and to prevent any delay in field operations.

Reason for Change:

- () Design Request () Field Condition
(X) Owner Request () Suggested by Contractor
() Other ---- Explain _____

1) Proposed replacement of the existing 24" x 24" Slide Gate, located in the adjacent open top aeration tank structure, with a new 24" x 24" Stainless Steel Slide Gate. Includes new gate, frame, stem, operator, and mounting brackets. Submittal lead time is approximately 10 weeks. Gate delivery is approximately 12 weeks from submittal approval.

2) It is requested that the completion date be; (X) extended () decreased
by 196.00 calendar days.

3) Basis of Payment:

- a) () Firm price for performing this change along with attached supporting details
is (X) increased / () decreased by \$44,159.31
- b) () Unit Price \$0.00
- c) () Change to be performed per unit prices in Contract \$0.00
- d) () The time required to prepare and agree upon a detailed estimate prior to proceeding with the change would unduly delay job progress. The following is an approximate estimate to assist Owner in determining whether or not change should be made. If notified to proceed, a detailed estimate in the form agreed upon, with supporting details, will be submitted after receipt of said notice.
Approximate Estimate is \$0.00

() CHANGE WILL NOT BE MADE
PROCEED ON THE FOLLOWING BASIS:

- () Firm Price () Time and Material
() Estimate of Price () Change in Completion Date
(x) Unit Price in Contract () No Change

Comments: _____

Submitted by: _____

Tim Williams

Approved by: _____

Owner

WRH, Inc.

Date: 11/22/2023

Date: _____

**FY 23 Wastewater Treatment Plant Final Clairifier #3 Rehabilitation -
Waterloo, Ia.**

11/22/23

RFC Calculation

1419

RFC # 2-A

Subcontractors	Quantity	Unit	Unit Rate	Line Total
		LS	\$0.00	\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
Material:				
24" x 24" Stainless Steel Slide Gate	1.00	EA	\$12,810.59	\$12,810.59
SS Mounting Hardware	1.00	LS	\$400.00	\$400.00
Grout	1.00	LS	\$200.00	\$200.00
Disposal of Materials	1.00	LS	\$200.00	\$200.00
				\$0.00
				\$0.00
Labor:				
General Labor	30.0	Hr	\$79.50	\$2,385.00
Skilled Labor	0.0	Hr	\$84.34	\$0.00
Truck Driver	4.0	Hr	\$87.35	\$349.40
Equipment Operator	60.0	Hr	\$91.40	\$5,484.00
Foreman	30.0	Hr	\$95.40	\$2,862.00
Superintendent	6.0	Hr	\$104.03	\$624.18
Project Manager	2.0	Hr	\$182.75	\$365.50
				\$0.00
Equipment:				
Field Truck	3.0	Day	\$93.60	\$280.80
Med. Duty Flatbed Truck	4.0	Hr.	\$61.20	\$244.80
Skid loader	30.0	Hr	\$57.20	\$1,716.00
Scissor Lift	30.0	Hr	\$41.60	\$1,248.00
Excavator (under 100 HP)		Hr	\$83.20	\$0.00
Excavator (100 HP +)		Hr	\$135.20	\$0.00
Crane	30.0	Hr	\$282.54	\$8,476.20
Dozer (small)		Hr	\$98.80	\$0.00
Dozer (large)		Hr	\$130.00	\$0.00
	Sub-total			\$37,646.47
Sales Tax on Material			0.00%	\$0.00
Contractor's Fee (Self-performed)			15.00%	\$5,646.97
Contractor's Fee (Sub-contracts)			5.00%	\$0.00
				\$0.00
				\$43,293.44
Bond & Insurance			2.00%	\$865.87
Total Proposed Change				\$44,159.31

Proposed replacement of the existing 24" x 24" Slide Gate, located in the adjacent open top aeration tank structure, with a new 24" x 24" Stainless Steel Slide Gate. Includes new gate, frame, stem, operator, and mounting brackets. Submittal lead time is approximately 10 weeks. Gate delivery is approximately 12 weeks from submittal approval.

FY 23 Wastewater Treatment Plant Final Clairifier

#3 Rehabilitation - Waterloo, Ia.

RFC Calculation

RFC # 2-A

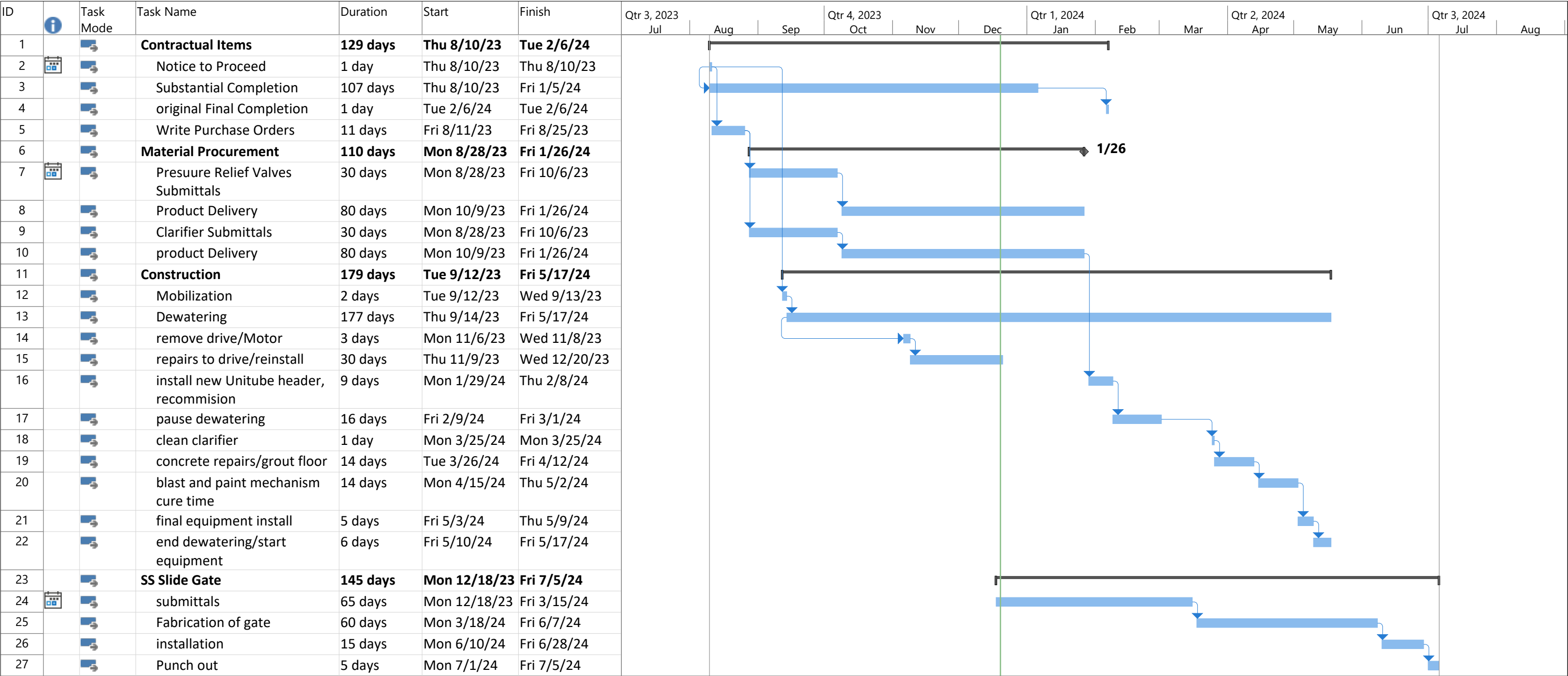
11/22/23

1419

Monday, November 27, 2023

1.00	Weeks Review & Approval of RFC
10.00	Weeks Shop Drawing Lead Time
1.00	Weeks Review & Approval of Submittals
12.00	Weeks Delivery Lead Time after approval of shops
2.00	Weeks Schedule Cushion
2.00	Weeks Schedule & Install Gate <i>(assuming the tank can be drained @ that time)</i>
28.00	Weeks to gate installation
196.00	Additional Calendar Days

Monday, June 10, 2024 Proposed Completion Date



Project: Schedule with SS slide
Date: Wed 12/20/23

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Paul Huting, Leisure Services Director
Leisure Services Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Motion to approve Change Order No. 6 with Woodruff Construction of Waterloo, Iowa, for a total increase not to exceed \$30,000.00, in conjunction with the FY 2023 Gates Park Improvements Project, Contract No. 1076, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approve Change Order #6 for a total increase not to exceed \$30,000.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 4.5 Quality of Place

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Change Order #6 - Contractor Signed

CHANGE ORDER NO. 6

Owner City of Waterloo Date: 1/5/2024
 Project Gates Park Improvements Project
 Owner's Contract No. 1076 Contractor: Woodruff Construction
 Date of Contact Start 5/30/2023 Contract Amount: \$ 9,362,172.81

You are directed to make the following changes in the Contract Documents. Description:

6-1 Masonry Cold Weather Protection (Splash Pad)	\$	100.00 /UNITS	x	300 UNITS	\$	30,000.00
TOTAL ADDITIONS					\$	30,000.00

Reason for Change Order

6-1 Stage 1 Area - The Splash Pad (fencing, building, equipment, paving, utilities, and all work required to have the splash pad and buildings properly functioning) and associated parking lot completed and open to the public for use by May 24, 2024.
 A unit shall be measured and paid for to an equivalent for the time and material.
 Contractor shall submit material invoices, hours worked, and employee hourly rates.
 This work shall not exceed \$30,000 .

CONTRACT PRICE

CONTRACT TIME

To Substantial Completion	To Final Completion
------------------------------	------------------------

Original:	\$	9,362,172.81	Original Working Days	<u>240</u>	<u>240</u>
Previous C.O.s (ADD/DEDUCT)	\$	(988,451.60)			
This C.O. (ADD/DEDUCT)	\$	30,000.00	Revised Working Days:	-	-
Contract Price with all approved Change Orders:	\$	8,403,721.21			

It is agreed by the Contractor that this Change Order includes any and all costs associated with or resulting from the change(s) ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL
 STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

APPROVED:

BY: _____
 Owner (Authorized Signature)

 Date

ACCEPTED: _____
 BY: _____
 Contractor (Authorized Signature)

1/5/23
 Date

ACCEPTED: _____
 BY: _____
 AECOM

1-5-23
 Date

AECOM	
60672429	6
Project No.	C.O. No.

From: Nate Schmidt <nate@seehasemasonry.com>

Sent: Thursday, November 16, 2023 1:13 PM

To: Will McAllister <willm@woodruff.build>

Subject: RE: External: Gates Park Improvements Splash Pad Building

Will,

See list below for our billable rates associated with winter/shelter cost.

Item	Total
Wood Lath Bundle	\$35.38
2"x4"x12' Construction Lumber - Ea.	\$9.46
Tie Wire Coil - Ea.	\$16.47
Wind Clip - Ea.	\$1.59
40'x100' Reinforced Plastic - Ea.	\$305.00
2 1/4" Wood Screws - Ea.	\$0.31
400 BTU LP Heater - Per Week	\$225.70
LP - Per Gal.	\$1.98
Hoses - Per Ft./Per Week	\$2.14
LP Delivery, Set Up & Pick Up	\$134.20
Northeast Iowa Labor - Per Hr.	\$90.00
Cedar Rapids Labor - Per Hr.	\$101.20

Nate Schmidt

Estimating & Preconstruction Team

Seehase Masonry, Inc.

(319)404-3998

1018 W. 1st St.

Sumner, IA 50674



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Motion to approve Change Order No. 7 with Entrust Solutions Group (Magellan), of Denver, Colorado, in the amount of \$64,629.49, in conjunction with the FY2023 Construction of a Fiber-to-the Premise Feeder/Distribution and Backbone Network Project, Contract No. 1080, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The following Change Order has been created to account for labor & material for an updated design plan in LCPs 080 & 081.

Newly constructed homes on Lincolnshire Rd (LCP 080) & Kimberly Ln (LCP 081) need to be amended into the original engineering and designs. Waterloo Fiber submitted request to add to FTTP plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. CR 2023-0007 Waterloo Broadband Change Order Request

Change Order Request



Change Order Type	Design/Engineering		
Retainage	No	Will Be Subject To The Withholdings and Release Set Forth In The Contract Sections 6.2(f)(i) and (ii)	
Change Order Name:	CR-2023-0007	Change Order Cost:	\$64,629.49
Construction Contractor Name (Attn)	ITG	Request Date:	12/13/2023
Magellan Project Manager:	Michael Regan PM Broadband Implementation	Requested By:	Construction Contractor
Client/Owner (Attn)	City of Waterloo/Waterloo Fiber	Magellan Sign-Off	Gene Allred Director of Construction

Change Request Overview

Description of Change (include location)	The following Change Order has been created to account for labor & material for an updated design plan in LCPs 080 & 081.
Reason for Change	Newly constructed homes on Licolnshire Rd (LCP 080) & Kimberly Ln (LCP 081) need to be amended into the original engineering and designs. Waterloo Fiber submitted request to add to FFTP plan.
Material Submittals/ Specifications	Labor & material pricing is net new costs to the project.

Itemized Breakdown of Work				
Location	Description	Quantity	Unit Price	Amount
Work Order #				
Labor				
Underground - Buried Labor	Directional Bore (1) 1", (0) 2", (0) 1.25" -->[LF]	2,800	\$ 11.95	\$ 33,460.00
Underground - Buried Labor	Install Muletape in New Conduit -->[FT]	2,800	\$ 0.25	\$ 700.00
Underground - Buried Labor	Install #12 AWG Insulated Tracer Wire -->[LF]	2,800	\$ -	\$ -
Underground - Buried Labor	Install 5/8"x8' Copper Clad Ground Rod -->[EA]	4	\$ 52.00	\$ 208.00
Underground - Buried Labor	Install 3.5" Dia PVC Round Marker Posts with Orange Dome Top with Test Station -->[EA]	2	\$ 65.00	\$ 130.00
Underground - Buried Labor	Installation, Underground Fiber Cable - Including Slack (Micro fiber must be blown in) -->[LF]	3,100	\$ 1.20	\$ 3,720.00
Underground - Buried Labor	Installation, Small Vault, 13" x 24" (Composite) -->[EA]	19	\$ 150.00	\$ 2,850.00
Underground - Buried Labor	Sawcut, Remove and Replace Asphalt 6" Thick -->[SqrFt]	33	\$ 28.00	\$ 924.00
Underground - Buried Labor	Sawcut, Remove and Replace Concrete 6" Thick -->[SqrFt]	33	\$ 32.00	\$ 1,056.00
Underground - Buried Labor	Sawcut, Remove and Replace Asphalt 8" Thick -->[SqrFt]	33	\$ 30.00	\$ 990.00
Underground - Buried Labor	Sawcut, Remove and Replace Concrete 8" Thick -->[SqrFt]	33	\$ 33.00	\$ 1,089.00
Underground - Buried Labor	Sawcut, Remove and Replace Asphalt 10" Thick -->[SqrFt]	33	\$ 31.00	\$ 1,023.00
Underground - Buried Labor	Sawcut, Remove and Replace Concrete 10" Thick -->[SqrFt]	33	\$ 34.00	\$ 1,122.00
Splicing Labor	Install New Splice Case & Prep Cable -->[EA]	20	\$ 200.00	\$ 4,000.00
Splicing Labor	Splicing, Fusion, Single Fiber -->[EA]	40	\$ 25.00	\$ 1,000.00
Splicing Labor	Testing, OTDR, Uni-Directional, Power Meter Testing -->[EA]	40	\$ 1.00	\$ 40.00
			\$ -	\$ -
***	CR Labor Subtotal			\$ 52,312.00
Materials				
Fiber Material	24 CT Micro Fiber Cable -->[FT]	3,500	\$ 0.57	\$ 1,995.00
Underground Material	1" HDPE Roll Conduit, Orange - SDR 11 -->[FT]	2,800	\$ 0.38	\$ 1,064.00
Underground Material	Mule Tape -->[FT]	2,800	\$ 0.04	\$ 112.00
Underground Material	#12 AWG Solid Thhn Insulated Tracer Wire -->[FT]	2,800	\$ 0.11	\$ 308.00
Underground Material	5/8"x8' Copper Clad Ground Rod -->[EA]	4	\$ 16.24	\$ 64.96
Underground Material	Small Vault, 13" x 24" - Composite -->[EA]	19	\$ 339.52	\$ 6,450.88
Underground Material	3.5" Dia PVC Round Locate Posts with Orange Top Hat, 8 ft. in length with shorting straps -->[EA]	2	\$ 31.55	\$ 63.10
Closures Material	FOSC 450 B Closure -->[EA]	3	\$ 282.02	\$ 846.06
Closures Material	Splice Tray for B-Gel Closure (SM12) -->[EA]	3	\$ 17.31	\$ 51.93
Closures Material	Slack Basket for B-Gel Closure -->[EA]	3	\$ 40.73	\$ 122.19
Closures Material	Commscope CSC100 Micro Closure -->[EA]	19	\$ 65.23	\$ 1,239.37
			\$ -	\$ -
***	CR Materials Subtotal			\$ 12,317.49
***	TOTAL CR COST		\$	64,629.49

Approvals

Magellan Sign-Off

Print Name / Title: Gene Allred Director of Construction

Signature: Gene Allred

Date: 12/18/2023

Contractor Manager (not needed for design change requests)

Print Name / Title: Bryan Siebenberg

Signature: Bryan Siebenberg

Date: 12/26/23

Client/Owner (Attn)

Print Name / Title: _____

Signature: _____

Date: _____

****End****



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Motion to approve Change Order No. 8 with Entrust Solutions Group (Magellan), of Denver, Colorado, in the amount of \$38,393.08, in conjunction with the FY 2023 Construction of a Fiber-to-the-Premise Feeder/Distribution and Backbone Network Project, Contract No. 1080, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The following Change Order has been created to account for labor & material costs associated with swapping out CommScope CSC100 micro enclosures with CommScope CSC150 micro enclosures. There is a space-constraint issue utilizing the CommScope CSC 100 micro enclosures for the splicing of 96-count fiber cable. Waterloo Fiber, Contractor & CommScope performed mock ups that resulted in fiber cable breakage. Waterloo Fiber & Contractor confirmed swapping out the Commscope CSC 100 micro enclosures with the CommScope CSC 150 micro enclosures for occurrences with the 96-count fiber cable splices; there are 1,300 instances where this applies. Other material pricing impacted with this change are the FOSC 450 B Closures, Splice Trays and Slack Baskets.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. CR 2023-0008 Waterloo Broadband Change Order Request

Change Order Request



Change Order Type	Design/Engineering		
Retainage	No	Will Be Subject To The Withholdings and Release Set Forth In The Contract Sections 6.2(f)(i) and (ii)	
Change Order Name:	CR-2023-0008	Change Order Cost:	\$38,393.08
Construction Contractor Name (Attn)	ITG	Request Date:	12/19/2023
Magellan Project Manager:	Michael Regan PM Broadband Implementation	Requested By:	Construction Contractor
Client/Owner (Attn)	City of Waterloo/Waterloo Fiber	Magellan Sign-Off	Gene Allred Director of Construction

Change Request Overview

Description of Change (include location)	The following Change Order has been created to account for labor & material costs associated with swapping out CommScope CSC100 micro enclosures with CommScope CSC150 micro enclosures.
Reason for Change	There is a space-constraint issue utilizing the CommScope CSC 100 micro enclosures for the splicing of 96-count fiber cable. Waterloo Fiber, Contractor & CommScope performed mock ups that resulted in fiber cable breakage. Waterloo Fiber & Contractor confirmed swapping out the CommScope CSC 100 micro enclosures with the CommScope CSC 150 micro enclosures for occurrences with the 96-count fiber cable splices; there are 1,300 instances where this applies. Other material pricing impacted with this change are the FOSS 450 B Closures, Splice Trays and Slack Baskets.
Material Submittals/ Specifications	Material pricing and quantities have been provided by ITG. Original BOM quantities and pricing have been used to estimate costs.

Approvals

Magellan Sign-Off

Print Name / Title: Gene Allred Director of Construction

Signature: *Gene Allred*

Date: 12/19/2023

Contractor Manager (not needed for design change requests)

Print Name / Title: Bryan Siebenberg VP of Operations

Signature: *Bryan Siebenberg*

Date: 12/26/23

Client/Owner (Attn)

Print Name / Title: _____

Signature: _____

Date: _____

****End****



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Motion to approve the appointment of Ryan Shatek from the current Civil Service List to the position of Stormwater Specialist in the Engineering Department, effective January 17, 2024.

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. STORM WATER SPECIALIST 10.2023
2. Stormwater PERSONNEL REQUISITION QUESTIONS

3. Job Description 2023

PERSONNEL REQUISITION FORM

Check as applicable: ☒ To start recruiting or civil service process and/or ☒ To fill a vacancy
☒ Active Civil Service List Expires: 04/21/2024

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

Position Title: Stormwater Specialist Department: Engineering

Reports To: City Engineer Work Location: City Hall

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

Type of Position:

Civil Service Position: ☒ Yes ☐ No

Bargaining Position: ☒ Yes ☐ No

Bargaining Group: AFSCME #1195

Non-bargaining Position: ☐ Yes ☒ No

Recommended Recruitment Sources:

☐ Internal Posting Only

☒ Internal Posting and External Advertising

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

☐ New Position or ☒ Replacement Position for: Danielle deNeui, Stormwater Specialist
(Specify name and title of former incumbent)

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

Date incumbent terminated employment: 09/29/2023 Date of final payout: 10/20/2023

Anticipated start date: TBD No. of hours/week: 40 Work schedule: M-F

Justification of need for position: Required to complete watershed assessments, inspect all private detention basins to ensure compliance with City ordinances, inlet labeling, City facility inspections and dry weather inspections. All of these are requirements of the City's storm water permit through the IDNR.

What are the likely consequences if the position is not filled? We could be audited by the EPA and the IDNR and face fines for not meeting our NPDES permit requirements.

APPROVALS

Annual salary requirements: \$69,284.80 Hourly Rate: 33.31 Benefits: \$51.13 hourly / \$106,355.23 annually
(Payroll taxes, pension, health ins. - assuming family)

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

Approved subject to the following conditions: _____


Submitting Department Head

10/2/2023

Date


Mayor



10/12/2023
12:49 PM EDT

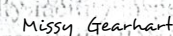
Date


Chief Financial Officer



10/12/2023
01:54 PM EDT

Date


Human Resources Director



10/12/2023
01:50 PM EDT

Date

Human Resources Committee Chairperson

Date

Created 6/30/2017

PERSONNEL REQUISITION

Storm Water Specialist

The following questions are provided as guidelines to assist you in developing your rationale for the position of *Storm Water Specialist* in the *Engineering Department*. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

- (1) What are the key job responsibilities of this position?
SWPPP plan review, SWPP compliance inspections, completing SWPPP books for City designed projects, City facility inspections, inlet labeling, watershed assessments, private detention basin inspections, public outreach, investigate and resolve storm water violations, topsoil inspections, weekly inspections for all City projects, inspecting all outlets that drain into the creeks and Cedar River, etc. and project administration.
- (2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not?
No. Currently all other employees are needed for other jobs in the department.
- (3) How is the work of this position being accomplished now?
It is being completed with two stormwater specialists. This is a replacement for Danielle deNeui who recently resigned.
- (4) Are the filled positions in your department currently being utilized to their maximum potential?
Yes.
SWPP compliance inspection books for City designed projects, City facility inspections, watershed assessments, private detention basin inspections, etc.
- (5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)?
This position will allow the City to meet its requirements under our NPDES Permit. If we do not meet the requirements of our permit, we are subject to fines from both the IDNR and EPA. The EPA audited the Cedar Falls stormwater program two years ago and Waterloo is overdue to be audited.
- (6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?
There would be no cost savings as the required items must be completed to meet the requirements of our NPDES permit. This position is funded through the stormwater fee.
- (7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid

out or earned that is directly attributable to this position and over what period of time?

We pay some overtime now for public outreach participation.

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

The federal government is adding more regulations (storm water permit, consent decree requirements, increased maintenance requirements for City's flood control system, ADA ramp program, wetland restoration) and this increases the need for qualified staff. The City has 2 RISE projects under construction, 2 major and 2 minor bridge replacements and major sanitary sewer and storm sewer projects, LaPorte Reconstruction project and street reconstruction and overlay projects that are handled by the Engineering Department. The City is building its own fiber optic system and that will require stormwater inspections as well. All consent decree projects at the treatment plant must be inspected. There is always new private construction projects and those must be inspected as well. As you have seen with permit values, they have been going up indicating increased construction and the need for increased inspection.

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

Watershed assessments, inspection of private detention basins, inlet labeling, city facility inspections and dry weather inspections will not be completed. There is no cost until the City is audited and fined and told to come into compliance and hire another Stormwater Specialist.

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

Vacations are for only a week or so at a time and other staff can cover but may not be able to fully answer all questions that come in about a particular project.

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

It could, but the cost to hire outside consultants will cost more than doing the work in house.

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

This position would rank #3 as this is a technical position and is required in order for the city to meet the requirements of its NPDES permit.

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

This position will be paid for out of stormwater funds. As development increases, staff is required to do certain things according to our NPDES permit and that includes inspection of private development. By having staff to do the work, development can continue and there will not be delays in private construction. It also helps to improve Waterloo's image by having well trained staff that can answer questions of the general public and helps other departments by being able to answer their questions in a timely manner.

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



**CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION**

STORM WATER SPECIALIST

DEPARTMENT	COMMUNITY PLANNING & DEVELOPMENT-ENGINEERING
SALARY	\$33.31 per hour
FLSA	NON-EXEMPT
CIVIL SERVICE	INCLUDED
BARGAINING UNIT	AFSCME LOCAL #1195

GENERAL STATEMENT OF DUTIES

Professional and technical position responsible for performing storm water management related work in the field and office and on a variety of public works projects. The work is performed under the general direction of a higher-level engineer but considerable leeway is granted for the exercise of independent judgment and initiative.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

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

1. Conducts inspections of a variety of public works projects for Storm Water Pollution Prevention Plan (SWPPP) compliance
2. Reviews SWPPP plans and post-construction site plans.
3. Coordinates and conducts National Pollutant Discharge Elimination System (NPDES) inspections program for construction sites and post-construction storm water management facilities.
4. Helps coordinate storm water management program.
5. Inspects all storm water facilities including pump stations, gate wells, manholes, inlets, other structures, drainage ways, etc.
6. Helps train municipal employees on storm water Best Management Practices (BMP's).
7. Conducts public education activities for storm water management program.
8. Responds to complaints and answers requests from the public regarding storm water management.
9. Participates in the preparation and maintenance of storm water system records.
10. Notifies, works with and provides expertise to Fire Rescue, Building Inspections, Waste Management and Planning and Zoning regarding storm water issues.
11. Monitors, responds to complaints, resolves violations, including possible storm water violations, and issues citations if necessary.
12. Testifies in court regarding violations of related City storm water ordinances.

13. Compiles reports, performs data entry and completes forms on personal computer using the applicable software.
14. Works inside and outside to review construction sites, meet with contractors and attend meetings; operates passenger-type vehicle to visit inspection sites; works in a variety of weather extremes, excessive noise, mechanical hazards; work environment may be dusty and dirty; terrain may be wet, slippery or uneven.
15. Works independently and with others with minimal supervision.
16. Performs work of a repetitive nature and varied workload pace.
17. Regular attendance on the job and at the work site is required.
18. Performs all work duties and activities in accordance with OSHA, City and Engineering Department policies, procedures and safety rules and regulations.
19. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Knowledge of the principles and practices of engineering as applied to the design, maintenance, inspection and repair of public works facilities.
2. Ability to present materials and information in good report form, complete forms and perform required record keeping.
3. Skilled in use of personal computer and database knowledge.
4. Skilled in use of civil engineering instruments and equipment.
5. Ability to function with independent judgment and skill to plan, assist and supervise the work of others as it relates to engineering principles and practices.
6. Ability to communicate orally and in writing to read, analyze, record and interpret complex technical data and computations, review materials on a variety of engineering projects, present facts and findings, give advice and recommendations and respond to questions from the public, public officials, contractors and coworkers tactfully and promptly, in a clear, concise and easily understandable manner.
7. Ability to communicate effectively and maintain working relationships with other City employees, supervisors, public officials, contractors, other government agencies and the public.
8. Ability to safely operate passenger vehicle.
9. Ability to use independent judgment to recognize and solve problems as they occur.
10. Knowledge of occupational hazards and ability to enforce appropriate safety precautions when working at construction sites.
11. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds

ACCEPTABLE EXPERIENCE & TRAINING

1. Graduate of an accredited college or university with a Bachelor's Degree in Civil or Construction Engineering, Biology, Earth Sciences, Geography or Environmental Science
OR
Graduate of a technical school or community college with an Associate of Applied Science Degree in Civil Engineering Technology or a directly equivalent degree and minimum five (5) years of experience in public works design, engineering and public works inspection
OR
High school graduate/GED with minimum ten (10) years of experience in public works design, engineering and inspection
OR

- Any equivalent combination of education and experience that provides the knowledge, skills and abilities necessary to perform the essential functions of the position.
2. Prefer Iowa Certified Construction Site Pollution Prevention Inspector (ICCSPPPI) Certification or other recognized certification; must obtain within six months of appointment.
 3. Prefer storm water management program experience.
 4. Prefer Geographic Information Systems (GIS) experience.
 5. Iowa Driver's License and good driving record based on City of Waterloo driver performance criteria. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five years; four or more citations for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three-year period while driving on City business. An applicant's driving record will be reviewed prior to an offer of employment and at least annually after hire.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient speech and hearing to understand verbal instructions, respond to questions from the public, public officials and contractors, hear traffic in work areas, communicate with coworkers in person, over the telephone or over a radio and make oral presentations.
2. Sufficient personal mobility that permits the employee to safely operate a passenger vehicle, travel inside and outside in all weather, review construction sites and attend meetings.
3. Sufficient vision and manual dexterity that permits the employee to operate a personal computer, use civil engineering instruments and equipment, review construction sites, handle files and perform other administrative and technical duties.
4. Sufficient strength, mobility and flexibility to lift, carry, push or pull surveying and testing equipment weighing up to one hundred (100) pounds (may request assistance) and climb and work at heights up to fifteen (15) feet.

MISCELLANEOUS

1. Required to wear personal protective equipment as needed such as safety glasses, safety shoes and safety vest and ability to observe and enforce appropriate safety precautions.
2. Following a conditional offer of employment, the City of Waterloo requires a physical examination by a physician of the City's choice, including a drug test, to determine if an applicant is capable of performing the essential functions of the job.

3. The City of Waterloo reserves the right to conduct a background investigation including employment, education and criminal history checks on any applicant being considered for this position.
4. Must submit to and pass Civil Service examination procedures including a panel interview.

WORK SCHEDULE

Generally Monday-Friday, 8:00 a.m. - 5:00 p.m. with one hour unpaid lunch. Must be available for department or City activities or meetings outside normal work schedule that require the attendance of the Storm Water Specialist.

ORAL EXAMINATION

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

ORAL EXAMINATION

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

STORM WATER SPECIALIST 2023

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.

PERSONNEL REQUISITION
Storm Water Specialist

The following questions are provided as guidelines to assist you in developing your rationale for the position of *Storm Water Specialist* in the *Engineering* Department. Depending upon your situation, some questions may or may not apply. Please provide written responses to these questions as part of your preparation for meeting with the Mayor.

- (1) What are the key job responsibilities of this position?
SWPPP plan review, SWPP compliance inspections, completing SWPPP books for City designed projects, City facility inspections, inlet labeling, watershed assessments, private detention basin inspections, public outreach, investigate and resolve storm water violations, topsoil inspections, weekly inspections for all City projects, inspecting all outlets that drain into the creeks and Cedar River, etc. and project administration.
- (2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not?
No. Currently all other employees are needed for other jobs in the department.
- (3) How is the work of this position being accomplished now?
It is being completed with two stormwater specialists. This is a replacement for Danielle deNeui who recently resigned.
- (4) Are the filled positions in your department currently being utilized to their maximum potential?
Yes.
- (5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)?
This position will allow the City to meet its requirements under our NPDES Permit. If we do not meet the requirements of our permit, we are subject to fines from both the IDNR and EPA. The EPA audited the Cedar Falls stormwater program two years ago and Waterloo is overdue to be audited.
- (6) What cost savings or revenues, if any, would your department or the City realize if this position is filled?
There would be no cost savings as the required items must be completed to meet the requirements of our NPDES permit. This position is funded through the stormwater fee.
- (7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid

out or earned that is directly attributable to this position and over what period of time?

We pay some overtime now for public outreach participation.

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

The federal government is adding more regulations (storm water permit, consent decree requirements, increased maintenance requirements for City's flood control system, ADA ramp program, wetland restoration) and this increases the need for qualified staff. The City has 2 RISE projects under construction, 2 major and 2 minor bridge replacements and major sanitary sewer and storm sewer projects, LaPorte Reconstruction project and street reconstruction and overlay projects that are handled by the Engineering Department. The City is building its own fiber optic system and that will require stormwater inspections as well. All consent decree projects at the treatment plant must be inspected. There is always new private construction projects and those must be inspected as well. As you have seen with permit values, they have been going up indicating increased construction and the need for increased inspection.

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

Watershed assessments, inspection of private detention basins, inlet labeling, city facility inspections and dry weather inspections will not be completed. There is no cost until the City is audited and fined and told to come into compliance and hire another Stormwater Specialist.

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

Vacations are for only a week or so at a time and other staff can cover but may not be able to fully answer all questions that come in about a particular project.

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

It could, but the cost to hire outside consultants will cost more than doing the work in house.

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

This position would rank #3 as this is a technical position and is required in order for the city to meet the requirements of its NPDES permit.

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

This position will be paid for out of stormwater funds. As development increases, staff is required to do certain things according to our NPDES permit and that includes inspection of private development. By having staff to do the work, development can continue and there will not be delays in private construction. It also helps to improve Waterloo's image by having well trained staff that can answer questions of the general public and helps other departments by being able to answer their questions in a timely manner.

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



**CIVIL SERVICE NOTICE
CITY OF WATERLOO, IOWA
OPEN EXAMINATION**

STORM WATER SPECIALIST

DEPARTMENT	COMMUNITY PLANNING & DEVELOPMENT-ENGINEERING
SALARY	\$33.31 per hour
FLSA	NON-EXEMPT
CIVIL SERVICE	INCLUDED
BARGAINING UNIT	AFSCME LOCAL #1195

GENERAL STATEMENT OF DUTIES

Professional and technical position responsible for performing storm water management related work in the field and office and on a variety of public works projects. The work is performed under the general direction of a higher-level engineer but considerable leeway is granted for the exercise of independent judgment and initiative.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

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

1. Conducts inspections of a variety of public works projects for Storm Water Pollution Prevention Plan (SWPPP) compliance
2. Reviews SWPPP plans and post-construction site plans.
3. Coordinates and conducts National Pollutant Discharge Elimination System (NPDES) inspections program for construction sites and post-construction storm water management facilities.
4. Helps coordinate storm water management program.
5. Inspects all storm water facilities including pump stations, gate wells, manholes, inlets, other structures, drainage ways, etc.
6. Helps train municipal employees on storm water Best Management Practices (BMP's).
7. Conducts public education activities for storm water management program.
8. Responds to complaints and answers requests from the public regarding storm water management.
9. Participates in the preparation and maintenance of storm water system records.
10. Notifies, works with and provides expertise to Fire Rescue, Building Inspections, Waste Management and Planning and Zoning regarding storm water issues.
11. Monitors, responds to complaints, resolves violations, including possible storm water violations, and issues citations if necessary.
12. Testifies in court regarding violations of related City storm water ordinances.

13. Compiles reports, performs data entry and completes forms on personal computer using the applicable software.
14. Works inside and outside to review construction sites, meet with contractors and attend meetings; operates passenger-type vehicle to visit inspection sites; works in a variety of weather extremes, excessive noise, mechanical hazards; work environment may be dusty and dirty; terrain may be wet, slippery or uneven.
15. Works independently and with others with minimal supervision.
16. Performs work of a repetitive nature and varied workload pace.
17. Regular attendance on the job and at the work site is required.
18. Performs all work duties and activities in accordance with OSHA, City and Engineering Department policies, procedures and safety rules and regulations.
19. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Knowledge of the principles and practices of engineering as applied to the design, maintenance, inspection and repair of public works facilities.
2. Ability to present materials and information in good report form, complete forms and perform required record keeping.
3. Skilled in use of personal computer and database knowledge.
4. Skilled in use of civil engineering instruments and equipment.
5. Ability to function with independent judgment and skill to plan, assist and supervise the work of others as it relates to engineering principles and practices.
6. Ability to communicate orally and in writing to read, analyze, record and interpret complex technical data and computations, review materials on a variety of engineering projects, present facts and findings, give advice and recommendations and respond to questions from the public, public officials, contractors and coworkers tactfully and promptly, in a clear, concise and easily understandable manner.
7. Ability to communicate effectively and maintain working relationships with other City employees, supervisors, public officials, contractors, other government agencies and the public.
8. Ability to safely operate passenger vehicle.
9. Ability to use independent judgment to recognize and solve problems as they occur.
10. Knowledge of occupational hazards and ability to enforce appropriate safety precautions when working at construction sites.
11. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds

ACCEPTABLE EXPERIENCE & TRAINING

1. Graduate of an accredited college or university with a Bachelor's Degree in Civil or Construction Engineering, Biology, Earth Sciences, Geography or Environmental Science

OR

Graduate of a technical school or community college with an Associate of Applied Science Degree in Civil Engineering Technology or a directly equivalent degree and minimum five (5) years of experience in public works design, engineering and public works inspection

OR

High school graduate/GED with minimum ten (10) years of experience in public works design, engineering and inspection

OR

- Any equivalent combination of education and experience that provides the knowledge, skills and abilities necessary to perform the essential functions of the position.
2. Prefer Iowa Certified Construction Site Pollution Prevention Inspector (ICCSPPPI) Certification or other recognized certification; must obtain within six months of appointment.
 3. Prefer storm water management program experience.
 4. Prefer Geographic Information Systems (GIS) experience.
 5. Iowa Driver's License and good driving record based on City of Waterloo driver performance criteria. A candidate with any of the following will not be considered for employment: loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment; loss of license, plea of guilty, plea of no contest or its equivalent or conviction for OWI, reckless driving or other major moving violation within the previous five years; four or more citations for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit; three or more citations for moving violations within the previous one-year period. After appointment to the position, disciplinary action or continuing employment status may be reviewed for the following: four or more moving violations within the previous three years, three or more moving violations within the previous one year or loss of license or conviction for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three-year period while driving on City business. An applicant's driving record will be reviewed prior to an offer of employment and at least annually after hire.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient speech and hearing to understand verbal instructions, respond to questions from the public, public officials and contractors, hear traffic in work areas, communicate with coworkers in person, over the telephone or over a radio and make oral presentations.
2. Sufficient personal mobility that permits the employee to safely operate a passenger vehicle, travel inside and outside in all weather, review construction sites and attend meetings.
3. Sufficient vision and manual dexterity that permits the employee to operate a personal computer, use civil engineering instruments and equipment, review construction sites, handle files and perform other administrative and technical duties.
4. Sufficient strength, mobility and flexibility to lift, carry, push or pull surveying and testing equipment weighing up to one hundred (100) pounds (may request assistance) and climb and work at heights up to fifteen (15) feet.

MISCELLANEOUS

1. Required to wear personal protective equipment as needed such as safety glasses, safety shoes and safety vest and ability to observe and enforce appropriate safety precautions.
2. Following a conditional offer of employment, the City of Waterloo requires a physical examination by a physician of the City's choice, including a drug test, to determine if an applicant is capable of performing the essential functions of the job.

3. The City of Waterloo reserves the right to conduct a background investigation including employment, education and criminal history checks on any applicant being considered for this position.
4. Must submit to and pass Civil Service examination procedures including a panel interview.

WORK SCHEDULE

Generally Monday-Friday, 8:00 a.m. - 5:00 p.m. with one hour unpaid lunch. Must be available for department or City activities or meetings outside normal work schedule that require the attendance of the Storm Water Specialist.

ORAL EXAMINATION

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

ORAL EXAMINATION

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

STORM WATER SPECIALIST 2023

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Communication from the Building Inspections Department on the notice of the conclusion of employment of Robert Ball, Chief Inspector, effective December 29, 2023, with recommendation of approval of payout of \$11,050.90 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. BALL PAYOUT 1-16-2024



City Council Notice of Employment Severance

Today's Date: 12/29/2023 Department: Building Inspections
 Effective Date: 12/29/2023 Job Classification: Chief Inspector
 Employment Date: 7/18/1995 Employee Name: Robert A. Ball

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	200	\$ 35.00	\$ 7,000.00
Vacation-Current	15.93	\$ 35.00	\$ 557.55
Usable Sick Leave (25%)	0	\$ -	\$ -
Casual Hours	0	\$ -	\$ -
Comp Time Pay	99.81	\$ 35.00	\$ 3,493.35
Unscheduled Leave	0	\$ -	\$ -
Other Pay	0	\$ -	\$ -
Total Payment			\$ 11,050.90

Comments _____

Approved by _____

Date 12/29/2023

Human Resources _____

Nicole Fischels

Date: 12/29/2023

Council Agenda Date: _____

1/15/2024 *KW*



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Lance Dunn, Human Resources Director
Human Resources Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Communication from the Building Inspections Department on the notice of the conclusion of employment of Barry Stratton, Property Safety Inspector, effective December 22, 2023, with recommendation of approval of payout of \$5,658.45 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. STRATTON PAYOUT 1-16-2024



City Council Notice of Employment Severance

Today's Date: 12/22/2023 Department: Building Inspections
 Effective Date: 12/22/2023 Job Classification: Property Safety Inspector
 Employment Date: 12/9/2003 Employee Name: Barry R. Stratton

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	157	\$ 35.00	\$ 5,495.00
Vacation-Current	0	\$ -	\$ -
Usable Sick Leave (25%)	16	\$ 35.00	\$ 140.00
Casual Hours	0	\$ -	\$ -
Comp Time Pay	0.67	\$ 35.00	\$ 23.45
Unscheduled Leave	0	\$ -	\$ -
Other Pay	0	\$ -	\$ -
Total Payment			\$ 5,658.45

Comments

Approved by

Date 12/27/2023

Human Resources

Nicole Fischels

Date: 12/22/2023

Council Agenda Date:

1/15/2024_{pm}



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

William Frost Board/Commission: Community Development Expiration Date: January 16, 2026
New

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Boards and Commissions Application - William Frost

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

RECEIVED DEC 12 2023

Date: December 11, 2023

I, William V. Frost, request to be appointed to (state preference):

(Name)
1. Community Development 2. _____

Home Phone: _____ Cell Phone: 708-953-4729 Work Phone: _____

Home Address 919 REED ST. Zip Code 50703

Employer Retired, self employed Title OWNER

Employer Address 302 BEAUAUVA Zip Code 50703

How long have you resided in Waterloo? 68 years (Vice-Chair)

List current membership in organizations and offices held: TRUSTEE AT ANTIOCH BAPTIST
YMCA 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: _____

Former Realtor, ^{PRESENT} INSURANCE AGENT, 68 YEARS RESIDENT OF
WATERLOO, CAN FOR CITY COUNCIL. ~~TO STAND~~

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

References (include phone numbers): John Dunn - 319-240-7492

LATASHA Kirare: - 319-610-9476, Cortez Bell - 641-20-1498

LORENZO CROFTON - 1-702-885-5820

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 W.V. Frost

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

Community Development Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Community Development Board minutes of October 2023 and public hearing minutes of December 7, 2023.

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. October Board meeting minutes 2023
2. minutes for revision to AAP -hearing december 7

Community Development Meeting Minutes

October 17, 2023

I. Call to order

Board Chairman Cody Leistikow called to order the regular meeting of the Community Development Board via zoom at approximately 4:00 p.m. on Tuesday, October 17, 2023. Leistikow asked for an approval of the agenda for October 17, 2023.

It was moved by Weekley and seconded by Hummel to approve the agenda. Motion carried..

II. Attendance:

Present: Cody Leistikow, Tina Hummel, Angela Weekley and Cam Campbell

Members Absent: Jessica Rucker

Also Present: Rudy D. Jones, Community Development Director; Anita Rousselow, Administrative Secretary; Angie Fordyce, Community Development Coordinator; Stephanie Shavers, Neighborhood Services Coordinator; Lontavius Jordan, Rehab Specialist and Tracey Southall, Housing Program Manager.

III. Last month minutes

Leistikow asked for a motion to approve the minutes for the September 19, 2023 board meeting. Hummel made a motion to approve the September meeting minutes and Weekley seconded that motion. All board members approved. Motion carried.

IV. Old Business:

- a) **Staff Updates:** Jordan and Southall were introduced to the Board as new staff. Jones informed the board that the two new staff members had great skill sets, great energy and passion for their community. Jones informed the board that Community Development is looking for a new administrative Secretary as Rousselow is retiring in January.
- b) **Ricker/Gable Street Development:**
 - 232 Ricker-staff had a walk thru for the new garage and sent out the work write up to solicit bids for the garage
- c.) **Other Projects Updates:** Demolition and Site Clearance at 1100 Sycamore is almost entirely complete. There has been some discussion on a change order that

was done on that project. Discussed the St Mary's project, soil samples will be taken from the site and asbestos removal of St Mary's will be funded by the Planning and Zoning department. Demolition will be funded by the Community Development office.

The Boys and Girls Club took bids on their project, they received a bid of 1.8 million on their project which is significantly more than the 1.3 million proposal they initially had. They are planning a rebidding process a little later in the year.

V. New Business:

- a) **Endorse Contracts September 2023:** Leistikow asked for a motion to approve the contracts signed in September of 2023. Campbell made a motion to approve the contracts for September; Hummel seconded that motion.
- b) **Neighborhood Services Report:** Shavers went over her report. Shavers talked about the rebranding of the Roosevelt neighborhood and some of the meetings she has attended.

VI. Discussion Items:

a. VII. Adjournment

Leistikow asked for a motion to adjourn the meeting. A motion by Hummel was made to adjourn and seconded by Weekley Motion carried. Meeting Adjourned.

Minutes submitted and approved by board.

Community Development Meeting Minutes

Public Hearing for the

Revisions to the FY24 Annual Action Plan

December 7, 2023

I. Call to order

Cody Leistikow called the Community Development Board meeting to order for the Public Hearing for the revisions to the FY24 Annual Action Plan via zoom at 4:11 p.m. on Thursday December 7, 2023. This public hearing is being held to allow citizens the opportunity to comment on moving \$402,326 out of the Administration funds to the Acquisition and Rehabilitation project funds for the purchase and rehabilitation of approximately 8 homes in the City of Waterloo. Leistikow asked for an approval of the agenda for the public hearing for December 7 2023.

It was moved by Campbell and seconded by Hummel to approve the agenda. Motion carried.

II. Attendance:

Present: Chairperson Cody Leistikow, Cam Campbell, Tina Hummel and Angela Weekley

Members Absent: Jessica Rucker

Also Present: Rudy D. Jones, Community Development Director; Anita Rousselow, Administrative Secretary; Angie Fordyce, Community Development Coordinator;

III. Motion to Receive and File Affidavit

A motion was made by Weekley to receive and place on file an affidavit for proof of publication for the Notice of the Public Hearing that was published on Saturday November 4, 2023. Campbell seconded that motion. Motion carried.

IV. Motion to Open the Public Hearing

Leistikow asked for a motion to open the public hearing. Weekley made a motion to open the public hearing and Campbell seconded that motion. Motion Carried. There were no written or oral comments.

V. Motion to Close the Public Hearing

Leistikow asked for a motion to close the public hearing. Hummel made a motion to close the public hearing and Campbell seconded that motion. Motion Carried.

VI. Motion to approve the revisions to the FY24 Annual Action Plan and proceed to submit the final documents to HUD

Leistikow asked for a motion to approve the revisions to the FY24 Annual Action Plan and forward all documents to HUD. Weekley made the motion to approve the amendment and Campbell seconded that motion. Motion carried.

VII. Motion to Adjourn

Leistikow asked for a motion to adjourn. It was moved by Weekley and seconded by Hummel to adjourn the meeting. Motion carried. Meeting Adjourned.

Minutes submitted by:

Minutes approved by: Board



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

City Clerk Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Rays Supermarket 2, LLC, 1956 Lafayette Street.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

City Clerk Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Liquor Licenses

- a. The Broken Record, 315 W. 4th Street, Class C Alcohol w/Outdoor Service and Sunday Sales (Renewal) Exp: 1/20/2025.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Engineering Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Bonds.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. BONDS FOR COUNCIL APPROVAL_1.16.24

**RIGHT-OF-WAY CONSTRUCTION BONDS
FOR
COUNCIL APPROVAL
January 16, 2024**

95 C1 A233 9
SYA3604

REDTAIL PHC
STRICTLY PLUMBING, INC. DBA BENJAMIN FRANKLIN PLUMBING

INDEPENDENCE, IA
CEDAR RAPIDS, IA



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Rudy Jones, Community Development Director
Community Development Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

FY 2023 Consolidated Annual Performance and Evaluation Report (CAPER).

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The purpose of the hearing is to receive comments on the CAPER and Community Development Block Grant and HOME grant progress and performance for the past year.

The CAPER was available for public review and comments for a 15-day period which began on December 27, 2023, and commenced on January 13, 2024.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. FY23 CAPER Draft



Community Development

FY23 CAPER

Consolidated Annual Performance and Evaluation Report

HUD Program Year 2022

CR-05 - Goals and Outcomes

Waterloo Community Development Programs focus on the use of its Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding provided through the U.S. Department of Housing and Urban Development ("HUD"). The information contained in this Consolidated Annual Performance and Evaluation Report ("CAPER") provides assessment of the City's progress towards meeting the stated goals and objectives stated in the 2019-2023 Consolidated Plan and the One Year Action Plan goals and objectives for Program Year ("PY") 2022. The CAPER reports on the City's fiscal year July 1, 2022 through June 30, 2023 for the following federal formula grant programs:

- Community Development Block Grant ("CDBG")
- HOME Investment Partnership Program ("HOME")

The City of Waterloo is the designated lead entity for the Waterloo/Cedar Falls HOME Consortium. The Consortium allows the two local governments to join together in order to receive HOME funding for affordable housing. This allows both cities to benefit from the HOME Investment Partnership funding that each city would not otherwise qualify for under the formula criteria. The City of Waterloo has set forth the following goals according to the community's needs in the Strategic and Annual Plan:

- Provide decent housing in the community by preserving and providing new affordable housing, reducing barriers to housing, increasing supportive housing for those with special needs, and transitioning homeless persons and families into housing.
- Provide suitable living environments by eliminating slums and blight, create safer and more resilient neighborhoods, integrate of low and moderate income residents in both communities with housing opportunities, improve access to public services and facilities, and reinvest in deteriorating neighborhoods.
- Expand economic opportunities through more jobs paying self-sufficient wages, homeownership opportunities, improving access to employment, development activities that promote long-term community viability, and the empowerment of low and moderate income persons to achieve self-sufficiency through public services and other means.

CDBG and HOME funding supported these goals through the Emergency Repair Program, Owner Occupied Rehabilitation through the Lead Hazard Control Program, Rental Rehabilitation, Iowa Heartland Habitat for Humanity Neighborhood Projects, Iowa Heartland Habitat For Humanity CHDO New Construction Projects, First Time Homebuyer Down Payment Assistance, Clearance and Demolition Projects, Boys and Girls Club of the Cedar Valley Phase I Renovation Project, Leisure Services Edison Park Phase I Project, Public Services Projects such as Northeast Iowa

Food Bank, The Salvation Army Homeless Shelters, and Neighborhood Services.

The Consolidated Annual Performance Evaluation Report summarizes categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Acquisition of Real Property	Affordable Housing	HOME: \$300,000	Homeowner Housing Rehabilitated	Household Housing Unit	4	1	25.00%	4	1	25.00%
Clearance and Demolition	Non-Housing Community Development	CDBG: \$510,727	Buildings Demolished	Buildings	5	6	120.00%	5	4	80.00%
Deposit Assistance Program	Affordable Housing Homeless	HOME: \$101,000	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	125	0	0.00%	50	0	0.00%
Homeownership	Affordable Housing	HOME: \$695,209	Homeowner Housing Added	Household Housing Unit	10	3	30.00%	4	1	25.00%
Homeownership	Affordable Housing	HOME: \$525,000	Direct Financial Assistance to Homebuyers	Households Assisted	30	11	36.67%	10	2	20.00%
Housing Rehabilitation	Affordable Housing		Rental units rehabilitated	Household Housing Unit	60	1	1.67%			

Housing Rehabilitation	Affordable Housing	CDBG: \$70,000 HOME: \$14,534	Homeowner Housing Rehabilitated	Household Housing Unit	110	83	75.45%	22	21	95.45%
Neighborhood Services	Non-Housing Community Development	CDBG: \$85,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	8335	333.40%	500	500	100.00%
New Construction of Rental Housing	Affordable Housing Homeless Non-Homeless Special Needs		Rental units constructed	Household Housing Unit	6	0	0.00%			
Owner Occupied Emergency Repair	Affordable Housing	CDBG: \$100,000	Homeowner Housing Rehabilitated	Household Housing Unit	90	91	101.11%	18	26	144.44%
Public Facilities and Improvements	Non-Housing Community Development	CDBG: \$430,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	0	0.00%	1000	0	0.00%

Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$20,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2710	49743	1,835.54%	542	18238	3,364.94%
Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	110	0	0.00%			
Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	0		0	0	

Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: \$20,000	Homeless Person Overnight Shelter	Persons Assisted	240	1045	435.42%	48	285	593.75%
Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development		Homelessness Prevention	Persons Assisted	70	180	257.14%			
Small Business Assistance	Non-Housing Community Development		Businesses assisted	Businesses Assisted	10	2	20.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date



CAPER

7

The City of Waterloo was able to address the priority needs through various activities including our highest priority to provide decent, safe and sanitary housing through the following activities completed during the program year.

Community Development Block Grant Funding:

- 9 Homes were rehabilitated with CDBG funds that leveraged Lead Hazard Control funds to remove lead hazards in the home.
- 6 Roof replacements
- 1 Rental rehabilitation project
- 4 Critical repairs completed through Habitat for Humanity.
- 26 Emergency repairs
- 4 Garage demolitions
- 18,238 Individuals were served through the Northeast Iowa Food Bank
- 285 Individuals received overnight shelter through the Salvation Army.
- 500 Individuals served through Neighborhood Services.

HOME Investment Partnership Funding-

- 2 Families received down payment assistance
- 1 New construction project completed by Habitat for Humanity
- 1 Rehabilitation completed by the City of Cedar Falls
- 1 Property was acquired for the purpose of rehabilitation and resale to a low-moderate income family.

Affordable housing remains the City of Waterloo's highest priority. Activities that address affordable housing such as rehabilitation, emergency repairs, Habitat for Humanity Critical Repair Program, down payment assistance, acquisition rehabilitation with resale and new construction projects were allocated 65% of the program year's funding.

During the program year we had an increase in the number of individuals seeking assistance for emergency repairs. Home repairs have become more expensive than ever due to the rising cost of materials and labor. Inflation has most impacted households with elderly and disabled individuals on fixed incomes who are unable to make the costly repairs.

All activities conducted with CDBG and HOME funds benefit low/moderate income individuals and families below 80% of the area median income (AMI) or those living in low/moderate income areas where 51% of the households are below 80% AMI. Of the individuals and families served with CDBG and HOME funds 46% were below 30% AMI, 30% were below 50% AMI, and 24% were below 80% AMI.

Two public facilities activities were allocated funding during program year 22/23 that include the Edison Park Phase I Project and the Boys and Girls Club of the Cedar Valley elevator installation and restroom expansion projects. Both activities are ongoing and will be reported in the following program year. The Edison Phase I project is currently under construction with an estimated completion date of spring 2024. The Boys and Girls Club Project was put on hold until January 2024. The project was put out to bid, however, the project only received one bid that was over budget. The project was put on hold and will be rebid in January of 2024.

The St. Mary's demolition project is also ongoing due to complications with the environmental review process. The project consists of multiple parcels with multiple buildings to be demolished. One of the buildings has possible historic value so additional steps were necessary to complete the environmental review process. The project will demolish multiple buildings on the site for the land to be held for future development of affordable housing.



CR-10 - Racial and Ethnic composition of families assisted

	CDBG	HOME
White	10,319	2
Black or African American	4,176	2
Asian	646	0
American Indian or American Native	45	0
Native Hawaiian or Other Pacific Islander	529	0
Total	15,715	4
Hispanic	78	0
Not Hispanic	15,637	4

Table 2- Table of assistance to racial and ethnic populations by source of funds.

T

Narrative

Additional populations not listed in the table above:

- American Indian / White 55
- American Indian / Black 4
- Asian / White 17
- Black / White 109
- Other 2,672

Many of the families assisted with CDBG and HOME funds include single parent, elderly and disabled, and female headed households. The City of Waterloo continues to assist a multitude of diverse populations within the city. 56% of the population assisted were White, 22% assisted were Black, 3% assisted were Asian, 3% assisted were Hawaiian/Pacific Islander, and 1% assisted were American Indian. The remaining 15% assisted were multi-racial and other populations.

CR-15 - Resources and Investments 91.520(a)

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,606,243	859,240
HOME	public - federal	1,691,845	285,238

Table 2 - Resources Made Available

Narrative

Resources made available during FY22/23 include:

CDBG Funding \$1,606,243

\$1,227,581 Annual Allocation

\$8,557 Program Income

\$370,105 Prior Year Resources

HOME Funding \$1,691,845

\$561,026 Annual Allocation

\$9,800 Program Income

\$1,121,019 Prior Year Resources

Expenditure breakdown by funding source for the program year:

CDBG

1% (\$8,550) Clearance and Demolition

56.51% (\$454,557) Housing

15.91% (\$136,683) Parks

10.67% (\$91,667) Public Services including Neighborhood Services

15.92% (136,819) General Program Administration

HOME

89.29% (\$280,185.60) Housing

17.71% (\$50,528.03) General Administration

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	50	89	The project will be done in the city limits.
Local Targeted Neighborhoods	50	11	Local Targeted Neighborhoods- Projects in the Walnut, Church Row and Gates Park Neighborhoods.
NEIGHBORHOOD REVITALIZATION STRATEGY AREA			

Table 3 – Identify the geographic distribution and location of investments

Narrative

The allocation percentages consist of projects that are tracked by address in the IDIS system. These projects include affordable housing projects such as rehabilitation, emergency repairs, clearance and demolition and down payment assistance. Public service activities and program administration are recorded as citywide activities. The total funding expended during the program year was \$1,144,477.54. The amount spent on Local Targeted Neighborhoods is \$130,130.01 or 11% of the total funding expended.

Leveraging

The City of Waterloo Community Development received a Lead Based Paint Hazard Control Grant that was awarded in FY20 in the amount of \$3,384,678.00. The Lead Hazard Control Grant has a match requirement of 10%. CDBG funds were used to fulfill the grants match requirement. During FY22/23 CDBG funds in the amount of \$123,428.38 along with \$580.46 of owner funds were used to leverage \$858,842.84 of Lead Hazard Control funds to address lead based paint hazards in low-moderate income households living in housing built prior to 1978. To date CDBG and owner funds totaling \$291,360.27 have leveraged \$1,858,740.60 of Lead Hazard Control funds.

HOME funding used as set-aside for the Community Housing Development Organization (CHDO) in the amount of \$73,773 leveraged \$198,736.17 of grants, in kind contributions, and private funds for Habitat for Humanity. The organization completed a new construction project totaling \$272,509.17. The leveraged amount included an in-kind match donation of publicly owned land valued at \$4,973 for the affordable housing project.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	12,273,755
2. Match contributed during current Federal fiscal year	3,140
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	12,275,895
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	12,275,895

Table 4 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
HM13.0016 1177 Bourland	09/15/2022	1,140	0	0	0	0	0	1,140
HM13.0016 1628 Cherry Hills	09/02/2022	1,000	0	0	0	0	0	1,000
HM14B.0007 Roosevelt Apartments	03/14/2023	1,000	0	0	0	0	0	1,000

Table 5 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period \$	Amount received during reporting period \$	Total amount expended during reporting period \$	Amount expended for TBRA \$	Balance on hand at end of reporting period \$
72,017	25,759	56,357	0	41,419

Table 6 – Program Income

Minority Business Enterprises and Women Business Enterprises						
	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	1	0	0	0	0	1
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0
	Total	Women Business Enterprises	Male			
Contracts						
Dollar Amount	0	0	0			
Number	0	0	0			
Sub-Contracts						
Number	0	0	0			
Dollar Amount	0	0	0			

Table 7 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property						
	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 8 – Minority Owners of Rental Property

Relocation and Real Property Acquisition		
Parcels Acquired	1	23,000
Businesses Displaced	0	0

Nonprofit Organizations Displaced		0	0			
Households Temporarily Relocated, not Displaced		0	0			
Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 9 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	48	285
Number of Non-Homeless households to be provided affordable housing units	542	51
Number of Special-Needs households to be provided affordable housing units	0	0
Total	590	336

Table 10 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	50	0
Number of households supported through The Production of New Units	4	1
Number of households supported through Rehab of Existing Units	52	48
Number of households supported through Acquisition of Existing Units	10	1
Total	116	50

Table 11 – Number of Households Supported

During the program year the Salvation Army had a goal to serve 48 individuals through overnight shelter services. The shelter reported assisting 285 individuals as they have seen an increase in homeless individuals in need of shelter since the COVID-19 pandemic.

The non-homeless goal of 542 fell short during the program year. The shortfall is attributed to agencies that were unable to expend funding within the program year. The COVID-19 pandemic created available resources for various agencies through local, State and Federal funding. With multiple sources of funding available many of the agencies were unable to expend all of the funding within the contracted period. Extensions have been provided to agencies with leftover funding and will be reported in the next program year. Waterloo Community Development faced staff shortages of 2 rehabilitation specialists and 1 intake specialist leaving only 1 rehabilitation specialist to complete affordable housing projects. This paired with a contractor shortage slowed the progress of meeting the non-homeless affordable housing goal.

Multiple projects were also deemed infeasible during the program year due to the requirements on historic homes that contribute to a potential district. The environmental review requires a concurrence

from the State Historic Preservation Office (SHPO). Multiple homes in the city that were slotted to receive assistance became infeasible due to the high cost of complying with the SHPO requirements.

New home construction has also been impacted during the fiscal year due to rising home prices in the area. As home prices continue to rise, the ability to keep a new construction home sales price under the HOME Value Limit of \$251,000 has become almost impossible. This had a large impact on the community as the city's housing stock continues to age; the construction of new affordable housing is needed now more than ever.

Homeownership activities slowed as rising interest rates and increasing home prices made homeownership unaffordable for individuals and families that are below 80% AMI. Our down payment assistance program offered first time homebuyers a maximum \$10,000 of down payment and closing cost assistance. Many of the homebuyers seeking down payment assistance were unable to meet the underwriting requirements due to the amount of monthly income that would be expended on the housing principle, interest, taxes and insurance (PITI). The \$10,000 assistance was not enough assistance to bring the first time homebuyers into the qualifying front and back end ratios. The underwriting policy has a maximum front end ratio of 30% for PITI and a maximum of 43% for the back end ratio which includes all monthly expenses. As a result, first time homebuyers were unable to purchase homes due to the rise in housing prices. Waterloo Community Development implemented an increase in both the back end ratio and maximum assistance provided. The back end ratio was changed to 50% of the applicant's monthly income and the maximum down payment assistance was increased to \$25,000 in efforts to increase homeownership in the City.

Waterloo Community Development is constantly adapting programs to meet the needs of the community and the ever changing environment. Future programs will incorporate higher program maximums. The Emergency Repair Program will increase its project maximum to \$7,500 without director approval. Any projects exceeding the project maximum will require director approval so all projects can be considered. Housing rehabilitation has always been a top priority and will continue to receive priority funding through the 5-Year Consolidated Plan period. Agencies that were unable to expend funding during the program year for affordable housing activities will be given contract extensions and will not receive additional funds until the current funding has been depleted.

Future activities will be implemented to increase homeownership for low/moderate income individuals and families. HOME and CDBG funds will be used to acquire properties that will be rehabilitated and sold to low income homebuyers. Properties can either be purchased or acquired through the 657A process to be rehabilitated. If the property has a structure that cannot be rehabilitated the structure will be demolished and reconstructed into new affordable housing. Land currently held by the City can be used for new construction development of affordable housing to be sold to low/moderate income individuals and families.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	20	0
Low-income	34	0
Moderate-income	12	4
Total	66	4

Table 12 – Number of Households Served

Narrative Information

During the program year, challenges such as staff shortage, contractor shortages, high material and labor costs, and rising housing prices had an effect on the outcome of affordable housing activities. Adapting programs to meet the ever changing needs of the community is required to prevent homelessness and preserve the affordable housing stock. The effects of COVID-19 continue to have impacts on the community. Waterloo Community Development will continue to assess the needs of the community and develop programs that meet those needs.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

The Salvation Army is our main provider of homeless outreach and shelter-based outreach to persons experiencing homelessness. The Salvation Army currently uses the Homeless Management Information System (HMIS) to track, record and store characteristics and service needs of homeless individuals. Community Development staff receives information regarding the CoC weekly placement meeting held every Tuesday. Agencies discuss the Iowa Coordinated Services Network Homeless Prioritization List to determine a coordinated effort to assist homeless individuals in the region. The Community Development staff also attends the Black Hawk County Homeless Coordinating Board meetings to assess the needs of the community. People's Community Health Clinic also offers a Homeless Outreach Program that provides assistance with health and dental appointments, education on the importance of medical care, community agency outreach and housing needs.

The Salvation Army is our best resource for addressing chronically homeless and emergency shelter services. The Salvation Army currently provides a number of counseling services for mental health, domestic abuse and addiction counseling. Through the use of the HMIS system, individuals and services are tracked so chronic homelessness can be addressed. The Salvation Army provides outreach for job training, housing and transportation needs. The City of Waterloo funds The Salvation Army emergency shelters. The Salvation Army provides a 32 bed/8 unit facility for women and children, an 18 bed facility for men and 1 housing facility to meet the needs of family shelter. The Catholic Worker House also provides 22 beds; 15 for men and 7 for woman. Transitional housing services are provided by The House of Hope which is a 10 unit facility with a total of 24 beds.

Individuals who are discharged from publicly funded institutions such as health care facilities, mental health facilities, foster care, and corrections programs and institutions are more likely to become homeless after being discharged. The Black Hawk County Local Homeless Coordinating Board (LHCB) coordinates efforts among service providers and local government agencies to promote expansion of permanent housing for people experiencing homelessness. The LHCB along with other homeless service providers in Iowa's Balance of State CoC have developed a Coordinated Entry system to expedite the process for people experiencing or at risk of homelessness to receive assistance. The Coordinated Entry System will standardize the intake process by homeless service providers so people in need are referred to the most appropriate programs. People's Community Health Clinic also connects homeless individuals with medical services, dental care, meals and shelter.

The City of Waterloo does not receive ESG funding directly. Iowa's Balance of State CoC would be responsible for implementing their homeless discharge coordination policy. This is also done through the Local Homeless Coordinating Board. The agencies that make up the CoC and LHCB meet weekly to place homeless individuals into stable housing.

The State of Iowa is covered by four Continuum of Care, or networks of local governments, health and social service providers, with Woodbury, Pottawattamie, and Polk Counties each having separate CoCs.

Waterloo and Black Hawk County are part of the "Balance of State" Coc. The CoC works with homeless populations from intake to self-sufficient independent living. The CoC works with emergency shelters, transitional housing agencies, rapid rehousing organizations and permanent supportive housing preventing individuals and families who were recently homeless from becoming homeless again. Cedar Valley Friends of the Family provides 16 family units with 17 beds total. Community Housing Initiatives also provides 12 units with 13 beds, 1 family unit with 2 beds and 11 adult only beds. In addition to permanent supportive housing, Operation Threshold has 30 units and Exceptional Persons Inc. has 7 units that are used for rapid re-housing.

All shelter participants engage in an assessment process that includes the Coordinated Entry Diversion tool, the Vulnerability Index & Services Prioritization Decision Assistance Tool (VI-SPDAT), and the Salvation Army's Pathway of Hope assessments. These assessments and tools aid individuals and families in determining which individuals or families are most in need of emergency shelter and those who are better served through diversion or referral. Participants are continually assessed and revised with the aid of shelter care managers. As needs change, the program participant is provided additional appropriate referrals or services with the ultimate goal of successful exit to permanent housing.

CR-30 - Public Housing 91.220(h); 91.320(j)

The Waterloo Housing Authority operates a 50 apartment facility for elderly and disabled income eligible tenants. The City uses the Capital Funds Program as well as operating revenue reserves to make improvements to our public housing site-Ridgeway Towers.

The Waterloo Housing Authority is currently authorized 1063 all-purpose vouchers, 19 VASH vouchers, 9 FYI (Foster Youth to Independence) vouchers and 15 Emergency Housing Vouchers for a total of 1106 vouchers. 75% of the families served by Section 8 must be very low income to be admitted to the program. There is still a great need for public housing assistance, demonstrated by its two year waiting list with approximately 1550 people waiting for Section 8 assistance. Ridgeway Towers has a current waitlist of 30 individuals with a waiting period of approximately one year.

The Section 8 program has seen a decrease in voucher utilization due to a lack of participating landlords. The Housing Authority is experiencing difficulties in getting required repairs completed due to and lack of maintenance staff. The success rate of vouchers issued is at 51% which is down even further from the previous 57%. The Waterloo Housing Authority is working to increase the number of landlords participating in the program by meeting with investors and potential landlords to ensure program success. Additionally, payment standards for the program have been raised over \$100/month during the past year to encourage landlord participation.

Planned improvements to Waterloo's public housing includes remodeling kitchens in all 50 units and the community room beginning in 2024.

Actions to encourage public housing residents to become more involved in management and participate in homeownership include having tenant representation on the Waterloo Housing Authority Board of Directors. The Housing Authority holds regular quarterly meetings with residents to encourage suggestions for improvements to the building both physical and policy. The public housing facility is currently designated 62 and older, therefore, residents are not interested in homeownership.

The Section 8 Home Ownership Program permits eligible participants in the Section 8 Housing Choice Voucher Program, including participants with portable vouchers, the option of purchasing a home with the Section 8 assistance rather than renting. The home ownership option is limited to 30 vouchers out of the total Section 8 voucher program budgeted by the PHA. The program is available to current participants who have completed an initial Section 8 lease term consisting of 12 months, do not owe monies to the City of Waterloo Housing Authority or any other Housing Authority for any outstanding debt, and who meet the eligibility criteria. Additionally, participants who are in violation of their family obligations while receiving Section 8 assistance shall be ineligible for participation in the Section 8 Home Ownership Program.

The Waterloo Housing Authority is currently designated a high performer through the annual Section Eight Management Assessment Program (SEMAP). SEMAP measures the performance of the public housing agencies that administer the Housing Choice Voucher Program in 13 key areas. The Waterloo Housing Authority has also achieved "High Performer" status through PHAS (Public Housing Assessment System) which looks at management (includes occupancy rates), physical, and financial status of the project.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

The City of Waterloo continues to provide tax abatement for any property improvements in the Consolidated Urban Revitalization Area (CURA). The CURA provides incentives for existing neighborhood investment and redevelopment. The CURA is eligible for residential, commercial, and industrial incentives on the inner portions of the community. It helps create potential redevelopment opportunities for all types of development. The City's continued use of the 657A is used to eliminate blight which becomes an important factor in revitalization, growth, and re-creation of parts of Waterloo. Other tax credits for homeowners include low-income credits, veteran's credit, and a homestead credit to help keep housing affordable.

Public policies can also have negative effects on the community. For example, low-income homeowners are faced with emergency burdens such as water or sewer main breaks unexpectedly. If the homeowner is unable to get the main break fixed in a timely manner the city will get the work completed and assess the homeowner's taxes. Currently this is the same with sidewalk repairs and other imminent repairs. This type of assessment causes a burden on low-income homeowners. The assessment payment must be paid in addition to the property tax or the property will be sold at a tax sale. If the homeowner is unable to redeem the home, the homeowner could be faced with losing their home due to such assessments. Our Emergency Repair Program plays a vital role in preventing homelessness for this very reason. We are able to get the repairs made for the homeowners as a grant or a loan with no tax assessment.

Waterloo Community Development staff work closely with Code Enforcement to assist clients with code violations before action is taken. Community Development will assess the violation to see if any assistance can be offered to remedy the situation before tickets are written or court summons are issued. Staff meets with Code Enforcement on a monthly basis to discuss pending and existing cases. Code enforcement will refer individuals that cannot afford to address code violations to Community Development for assistance. Clients are referred to Community Development to seek the necessary assistance to avoid citations for code regarding roof replacement, and garage demolition.

The Waterloo Housing Task Force was formed to address housing issues in the City. Substandard rental units were an area of concern for the Housing Task Force. The City is seeing a growing number of dilapidated units that lack proper maintenance to make the homes suitable for living. Many of these homes are found in areas of high poverty concentration. During the fiscal year the goals of the Housing Task Force was to increase the number of rental inspections being completed each year, reduce the number of illegal conversions, increase rental registration and stabilize rental housing. To accomplish this an additional rental inspector was hired increasing the number of inspectors to two. Rental housing codes were updated and fines were increased for non-compliance.

Waterloo Community Development has implemented programs based specifically on meeting underserved needs such as homebuyer assistance for low-moderate income homebuyers. The program provides down payment and closing cost assistance to first time low-moderate income homebuyers.

Down payment and closing costs are often a barrier for low income households becoming homeowners.

The emergency repair programs provide low-moderate income households assistance with emergency situations that they may not be prepared to handle. During the fiscal year emergency repairs often included water service lines, sewer lines, hot water heaters, furnace and A/C units, plumbing leaks and electrical emergencies.

The Rental Rehabilitation Loan Program was designed to provide landlords with rental properties occupied by low income occupants a zero interest loan to make necessary repairs such as roof replacement, windows, siding, electrical updates etc. to keep the home habitable and meet housing quality standards.

Beginning January 1, 2021 The City of Waterloo was awarded an additional Lead Hazard Control Grant in the amount of \$3.8 million dollars to be used over a forty-two month time span. The funds are used to provide interim controls and lead abatement activities to 105 homes in Waterloo. To date funds have been used to complete 53 Lead Hazard Control Projects. The funds will be paired with CDBG funds to provide income eligible owner occupied unit's rehabilitation services along with the interim control and lead abatement services. CDBG is also used to satisfy a 10% match requirement for the Lead Hazard Control Grant. Rental units with tenants that meet the income eligibility requirements may also receive the lead services. The City has partnered with The Black Hawk County Health Department for LIRA and Healthy Homes Assessments as well as lead dust clearance testing and program outreach and education. The county is also providing the blood lead level testing for children participating in the program. Lead safe practices are used on every rehabilitation project regardless of the funding source. Waterloo Community Development also provides free 24 Hour Worker, 40 Hour Lead Contractor, and 8 Hour Lead Refresher Courses at no charge to contractors and workers. The workers and contractors are responsible for securing their own licensing with the State.

The City of Waterloo has a number of action agencies that help reduce the number of poverty families in the community. Funding was provided to The Salvation Army for the operation of its overnight shelter services. The Northeast Iowa Food Bank was funded to provide staffing for its food pantry. There are a number of foundations along with Community Development that provide funding to public services agencies to help reduce the number of poverty-level individuals and families in the City. Operation Threshold provides services such as housing, energy assistance and WIC. Department of Human Services provides childcare assistance and food assistance to help families become self-sufficient.

The Waterloo Housing Authority has been providing case management services to Section 8 assisted families since 1992. Families use the Family Self-Sufficiency (FSS) program to meet goals on a personal action plan developed by the case manager and the client to become economically self-sufficient within five years.

Neighborhood Services provides neighborhood outreach connecting residents with programs and agencies to help meet the needs and help families become self-sufficient through job training, education

and financial planning. Neighborhood Services has also partnered with Habitat for Humanity to provide homebuyer education classes to low-moderate income individuals looking to purchase a home. The classes educate individuals on the responsibilities and roles they will have as a homeowner. Homeownership also creates generational wealth and continues to be a high priority for the City of Waterloo.

Waterloo Community Development participates in a number of efforts to coordinate housing and services. For example, Waterloo Community Development staff participates in Habitat for Humanity's Church Row Action Team Initiative. The goals of the initiative is to increase public improvements to parks and streetscapes, clean up blighted and vacant homes, add new homes to the tax role, and rehabilitate the aging housing stock in the neighborhood.

The Waterloo Community Development Board holds monthly meetings to discuss and approve plans, projects and services provided. For example, the board constantly reviews policies and procedures to determine if components hinders or prevents clients from accessing services by way of eligibility.

The City of Waterloo along with the City of Cedar Falls participate in a HOME Investment Partnership Consortium which allows both cities to receive funding that would not otherwise be available to each grantee on an individual basis. HOME funds can be used on a variety of housing activities including tenant based rental assistance, housing rehabilitation, assistance to homebuyers and new construction housing.

The City of Waterloo implemented the Housing Task Force to discuss and make recommendations to the City Council on housing related issues. The Housing Task Force is a group of individuals from multi city departments that are engaged in housing related activities. The departments include building inspections, code enforcement, Waterloo Housing Authority, Community Development, the legal department and the Mayor's office.

Waterloo Community Development is involved with a number of committees and foundations that come together to provide funding for services in the community. By uniting the services, partnerships are made between the public and private housing and social service agencies. Waterloo Community Development provided funding during the current and prior fiscal years to the following housing and social service agencies:

- Iowa Heartland Habitat for Humanity- Funds were provided to assist with the housing preservation projects in the Walnut and Church Row Neighborhoods.
- Habitat for Humanity Action Teams- Participation as an agency to create suitable living environments in the Church Row neighborhood.
- Northeast Iowa Food Bank- Funds were provided to assist with the increasing number of individuals and families seeking assistance due to food insecurity.
- Walnut Neighborhood Meeting- Participate in the monthly Walnut Neighborhood meeting to coordinate the revitalization happening in the neighborhood.

- Conduct monthly meetings with the Black Hawk County Health Department to discuss possible projects and households that have a child with an elevated blood lead level. Black Hawk County Health Department also provides community outreach for the Lead Hazard Control Program.

Actions taken by the City of Waterloo to overcome the effects of impediments identified in the jurisdictions analysis of impediments to fair housing choice include:

- All CDBG and HOME programs help to address the growing mismatch between real income and housing cost (A4).
- The City continues to provide tax abatement to keep housing affordable in the CURA and allow homeowners to make needed home improvements (A2).
- Staff has developed a comprehensive strategy to meet the market needs of the Limited English Proficiency (LEP) population (A1).
- The Waterloo Police Department has a list of translators for various languages, and we have a working relationship with the Waterloo Schools since they have numerous interpreters on staff. The YWCA has a multi-lingual staff member who will provide one-on-one housing counseling for non-English speakers.
- The Mayor has implemented the Housing Task Force comprised of The Waterloo Housing Authority, Community Development, Planning and Zoning, the City attorney, the City clerk, and the City communications director that meet to discuss and resolve housing issues. (A1).
- Waterloo Community Development provides down payment assistance for low income first time homebuyers closing the income gap for homeownership. (A4)

CR-40 - Monitoring 91.220 and 91.230

Community Development provides a training session at the start of each program year requiring mandatory attendance by all sub recipients. During this training, an overview is provided on the federal requirements, income guidelines, and general information. Each agency is encouraged to “ask before doing” if they are not familiar with federal guidelines. We also incorporated the Outcome Performance Measurement component during this training to help us comply with HUD’s desire to better measure the impact of our programs. An on-site monitoring visit or desk monitoring is completed with each sub recipient during the program year to ensure continued compliance. During the fiscal year all activities that expended funds were monitored using procedures from the HUD monitoring handbook. Desk monitoring of rents, invoices, payments and client files, activities and projects were done via zoom meetings and scanning and emailing requested documents. During the monitoring process, the project progress, financial information and project files are reviewed to ensure compliance with Federal program regulations. The review also includes verification of marketing materials, income verification of applicants, insurance and audit materials, and other applicable materials to ensure continued compliance. Monitoring procedures were also required to be completed prior to any pay requests made by public service agencies and before final payments on any completed projects. New agencies requesting payment were required to submit client file samples prior to pay requests to ensure client income determinations were being completed correctly. Ongoing technical assistance was provided to all contracted agencies to ensure regulation compliance. Through the monitoring process if an agency or project was not in compliance a monitoring letter was sent out and the agency is given a specific time period to remediate the deficiency.

Community Development also conducts an inspection of units for applicable rental rehabilitation programs, homebuyer assistance programs and rental programs to ensure that housing quality standards are met. The Uniform Physical Conditions inspection requirement is completed for the necessary number of units for each property with appropriate notice provided to the resident. When appropriate, efforts between the state and city are combined so inspections are not duplicated. Any identified deficiencies are shared with the sub recipient in a letter and the sub recipient is then required to demonstrate compliance. A follow-up letter is sent to the agency once they are in compliance for their records which includes information on confirmation of the measures they undertook to come into compliance.

Public service agencies are required to submit an Accomplishment Report with each draw request. The Accomplishment Report includes the household data including household size, race, ethnicity, household income level, elderly, disabled and female headed household information. Subrecipients conducting housing related activities such as rehabilitation or senior home modifications are required to submit a Project Data Sheet for project approval. Upon receipt of the Project Data Sheet an environmental review is conducted to determine if a project can proceed, if the project needs to be modified, or if the project needs to be cancelled. All projects must be pre-approved by Waterloo Community Development. Accomplishment Reports and Project Data Sheets are reviewed and sample monitoring is conducted on random draw requests and housing projects.

Public Hearings are held throughout the program year to provide citizens a chance to comment on projects. Various projects provide a short survey for participants to fill out. We use these surveys and comments to improve individual projects. The draft CAPER, One-Year Action Plan and 5-Year Consolidated Plan are made available for public review and comment at the Waterloo Community Development Office, the City Clerk's office, and as well as on the City's website. Notices for the reviews and comment periods are published in the Waterloo/Cedar Falls Courier.

The FY23 CAPER Public Notice was published in the Waterloo/Cedar Falls Courier on December 26, 2023. The 15 day comment period began on December 27, 2023 and concluded on January 13, 2024. No comments were received during the period. A Public Hearing was held on January 16, 2024 during the City Council meeting. Anyone wishing to participate was encouraged to contact Waterloo Community Development for meeting details. A copy of the Public Notice can be viewed in the Administration section attachments.

CR-45 - CDBG 91.520(c)

The objectives of the City of Waterloo remain the same and unchanged. However, the ideas and the approaches to achieving the defined objectives are always revolving. Policies and procedures will be reviewed to remove barriers on an as needed basis.

CR-50 - HOME 24 CFR 91.520(d)

The City of Waterloo currently has 5 HOME assisted rental developments under contract. Liberty Manor, Unity Square, Marsh Place Apartments, Roosevelt Apartments and Highland Park Apartments require annual unit inspections. These inspections are normally conducted in the spring by the rehabilitation staff. During the program year Waterloo Community Development was short two rehabilitation staff people and an intake specialist. Due to having one rehabilitation specialist the inspections were not conducted. The two rehabilitation positions have been filled and the staff members are undergoing training for inspections, environmental review, lead inspection risk assessment and lead contractor licensing. The unit inspections will be completed once staff is ready to work at full capacity.

All HOME-assisted projects are required to follow federal regulations regarding income and occupancy in the selection of tenants throughout the affordability period. All projects must have a HOME Tenant Selection Policy/Affirmative Fair Housing Marketing Plan. HOME-assisted projects must market and take action to attract eligible persons in market area without regard to race, color, national origin, sex, religion, familial status, or disability.

Many of our HOME-assisted units are located in minority areas and specifically marketed directly toward the African-American community. Marketing and outreach is performed through local service agencies such as The Jesse Cosby Center, Martin Luther King Center, The Waterloo Housing Authority, Human Rights Commission and local churches. These agencies are notified regularly to help fill vacant units. Owners also place ads in the Waterloo/CF Courier when apartments are vacant. HOME-assisted units make marketing to minority groups such as African-American, Hispanic, Bosnian and Asian/Pacific Islander as well as disabled communities a priority in efforts to fill vacant units.

All HOME-assisted units must inform the public, and potential tenants about Federal fair housing laws and must use the Equal Housing Opportunity logo on marketing materials and written communications. During monitoring sessions rentals must provide their most current marketing plan unless there is an existing waitlist for those units. When deficiencies of these regulations are identified, they are noted and corrective actions are taken by the sub recipients. The review of the material is conducted during the annual monitoring inspection.

The HOME Program had \$72,017.45 of program income on hand at the beginning of the program year. During the program year \$25,758.93 was received and \$56,357.23 was expended. At the end of the program year the program income balance on hand was \$41,419.15. The HOME program income was expended on the following projects during the program year:

Homebuyer Assistance

- \$9,978 to a black non-hispanic single parent household with 2 children at 78% AMI for the purchase of 315 Clough St.

Owner Occupied Rehabilitation Assistance

- \$4,058.40 to a single family rehabilitation in the City of Cedar Falls located at 210 Balboa Ave. Provided \$26,200. The home is occupied by a white non-hispanic single elderly female headed household at 39% AMI.

CHDO New Construction

- \$16,301.04 to a new construction home at 1633 Calhoun St. through a partnership with Habitat for Humanity. The home was purchased by a white non-hispanic single parent, female headed household with 3 children at 56% AMI.

Aquisition-Rehab-Resale

- \$26,019.79 to an aquisition with rehab/resale project located at 232 Ricker St. This project is ongoing so no demographic information is available.

Waterloo Community Development has played a primary role in providing assistance to create and sustain the affordable housing stock in the City. The city makes a significant contribution to housing affordability and preservation, including but not limited to:

- Funding for housing rehabilitation
- Funding for CHDO new construction projects.
- Funding homebuyer assistance programs.
- Funding acquisition rehab resale projects.

CR-58 – Section 3

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 13 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					
Other.					

Table 14 – Qualitative Efforts - Number of Activities by Program

Narrative

The City of Waterloo did not complete any activities that required Section 3 reporting during FY22/23 with CDBG or HOME funds.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Request by the City of Waterloo to vacate a 14,734 square foot portion of West Airline Highway located east of 3165 West Airline Highway, subject to the retention of a drainage and utility easement over, under and upon the vacate area.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Request by the City of Waterloo to vacate a (219.43' X 100.04') 14,734 SF portion of West Airline Highway east of 3165 West Airline Highway. Request by the City of Waterloo to vacate approximately 14,734 SF of surplus right of way.

The site is zoned "M-1" Light Industrial District and has been zoned as such since the adoption of the zoning ordinance in 1969. Neighboring land uses and zoning:

North, South, East, and West – Industrial, Zoned "M-1" Light Industrial District.

The Future Land Use Map designates the area as *Industrial*, and this request would be in compliance with the Future Land Use Map and Comprehensive Plan.

The city is requesting to vacate 14,734 SF of Airline Highway right-of-way. A portion of the right-of-way was acquired when there was a proposal to add a frontage road to Airline Highway. Additional portions of the right-of-way to be vacated were for the possible expansion of Airline Highway when it was US Highway 20.

There is a utility and drainage easement in the vacate area, therefore an easement will need to be maintained over the vacate area.

On May 10, 2022 the Planning, Programming and Zoning Commission voted to vacate 157,048 square feet of the right of way located in the immediate vicinity of this vacate request. The vacate request was approved by the City Council on August 24, 2023 with Ordinance 5715, However this area was accidentally excluded from that vacate request.

The Planning and Zoning Commission unanimously recommended approval of the request at their regular meeting on December 12, 2023.

Therefore, staff recommends the request by the City of Waterloo to vacate a portion (219.43' X 100.04') 14,734 SF of West Airline Highway east of 3165 West Airline Highway be approved for the following reasons:

1. The request to vacate would not appear to have a negative impact on the surrounding area.
2. The request to vacate would not appear to have a negative impact on vehicular or pedestrian traffic in the area.
3. The area to be vacated is not needed for right-of-way.
4. The right-of-way to the east was previously vacated, and the area is not needed for right-of-way purposes.

With the following conditions:

1. That an utility and drainage easement be maintained under, upon, and above the proposed vacate.

NEIGHBORHOOD IMPACT

The request to vacate will not have a negative impact on the surrounding neighborhood. The request to vacate would not appear to have a negative impact on vehicular traffic in the area as the area to be vacated is not needed as city right-of-way. The proposed vacate would not appear to have a negative impact on drainage. This area is not located in a floodplain as indicated by the Flood Insurance Rate Map No. 1900025 0167F.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Parcel "H" of the Northeast Quarter (NE 1/4), Section 8, Township 89 North (T89N), Range 13 West (R13W) of the 5th Principal Meridian (5th PM), City of Waterloo, Black Hawk County, State of Iowa, and being more particularly described as follows:

Beginning at the northeast corner of Lot 1, South Port 2nd Addition; thence South 88°58'57" West along the north line of said Lot 1 219.58 feet to the northwest corner of said Lot 1, said northwest corner also being the northeast corner of Parcel "B" of the NE 1/4, Section 8, T89N, R13W as recorded in Miscellaneous Book 344, Page 130 in the Black Hawk County Recorder's Office; thence North 01°02'06" West along the northerly extension of the east line of said Parcel "B" 67.04 feet to a line 33.00 normally distant from and parallel with the north line of said NE 1/4; thence North 88°56'19" East along said parallel line 219.43 feet to the northerly extension of the east line of said Lot 1; thence South 01°09'30" East along said northerly extension of the east line of Lot 1 67.21 feet to the point of beginning, containing 14,734 square feet (0.39 acres), subject to the retention of a drainage easement and an utility easement over, under, upon, and across the entire parcel.

ATTACHMENTS

1. City Council packet

REQUEST:	Request by the City of Waterloo to vacate a (219.43' X 100.04') 14,734 SF portion of West Airline Highway east of 3165 West Airline Highway.
APPLICANT(S):	City of Waterloo, 715 Mulberry Street, Waterloo, Iowa 50703
GENERAL DESCRIPTION:	Request by the City of Waterloo to vacate approximately 14,734 SF of surplus right of way.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request to vacate will not have a negative impact on the surrounding neighborhood.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request to vacate would not appear to have a negative impact on vehicular traffic in the area as the area to be vacated is not needed as city right-of-way.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN and COMPLETE STREETS POLICY.	The nearest trail is located in George Wyth State Park which is located south of US Highway 218 and there are no sidewalks in the area.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The site is zoned "M-1" Light Industrial District and has been zoned as such since the adoption of the zoning ordinance in 1969. Neighboring land uses and zoning: North, South, East, and West – Industrial, Zoned "M-1" Light Industrial District.
BUFFERS REQUIRED/ NEEDED:	The request would not require any buffering by ordinance standards.
DRAINAGE:	The proposed vacate would not appear to have a negative impact on drainage.
DEVELOPMENT HISTORY:	Industrial buildings built between 1975 and 2019.
FLOODPLAIN:	This area is not located in a floodplain as indicated by the Flood Insurance Rate Map No. 1900025 0167F.
PUBLIC /OPEN SPACES/ SCHOOLS:	There are no schools in the immediate vicinity. The nearest open space is George Wyth State Park located to the south of US Highway 218.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	There is a 12" Sanitary Sewer main and 8" water main along West Airline Highway. A utility and drainage easement will need to be maintained in the vacate area.



Picture 1: Looking east at area to be vacated.



Picture 2: Looking west from Geraldine Road at the vacate area.

RELATIONSHIP TO
COMPREHENSIVE
LAND USE PLAN:

The Future Land Use Map designates the area as *Industrial*, and this request would be in compliance with the Future Land Use Map and Comprehensive Plan.

STAFF ANALYSIS –
ZONING
ORDINANCE:

The city is requesting to vacate 14,734 SF of Airline Highway right-of-way. A portion of the right-of-way was acquired when there was a proposal to add a frontage road to Airline Highway. Additional portions of the right-of-way to be vacated were for the possible expansion of Airline Highway when it was US Highway 20.

There is a utility and drainage easement in the vacate area, therefore an easement will need to be maintained over the vacate area.

On May 10, 2022 the Planning, Programming and Zoning Commission voted to vacate 157,048 square feet of the right of way located in the immediate vicinity of this vacate request. The vacate request was approved by the City Council on August 24, 2023 with Ordinance 5715, However this area was accidentally excluded from that vacate request.

The Planning and Zoning Commission unanimously recommended approval of the request at their regular meeting on December 12, 2023.

STAFF ANALYSIS –
SUBDIVISION
ORDINANCE:

The applicant is not looking to subdivide the property.

STAFF
RECOMMENDATION:

Therefore, staff recommends the request by the City of Waterloo to vacate a portion (219.43' X 100.04') 14,734 SF of West Airline Highway east of 3165 West Airline Highway be approved for the following reasons:

1. The request to vacate would not appear to have a negative impact on the surrounding area.
2. The request to vacate would not appear to have a negative impact on vehicular or pedestrian traffic in the area.
3. The area to be vacated is not needed for right-of-way.
4. The right-of-way to the east was previously vacated, and the area is not needed for right-of-way purposes.

With the following conditions:

1. That an utility and drainage easement be maintained under, upon, and above the proposed vacate.

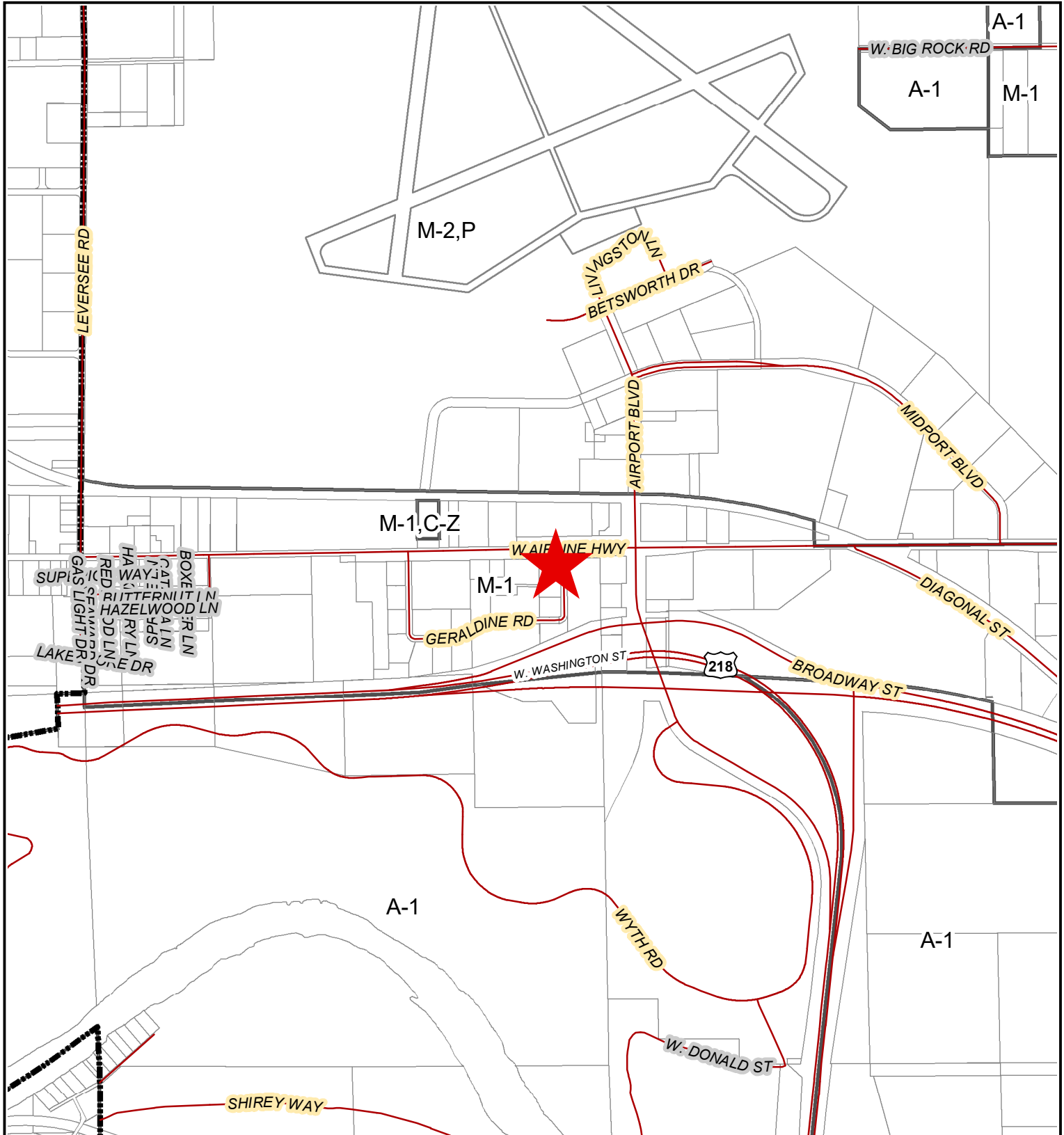
**City of Waterloo City Council
January 16, 2024**



**East of 3165 West Airline Highway
Vacate
City of Waterloo**

City of Waterloo Planning, Programming and Zoning Commission

January 16, 2024

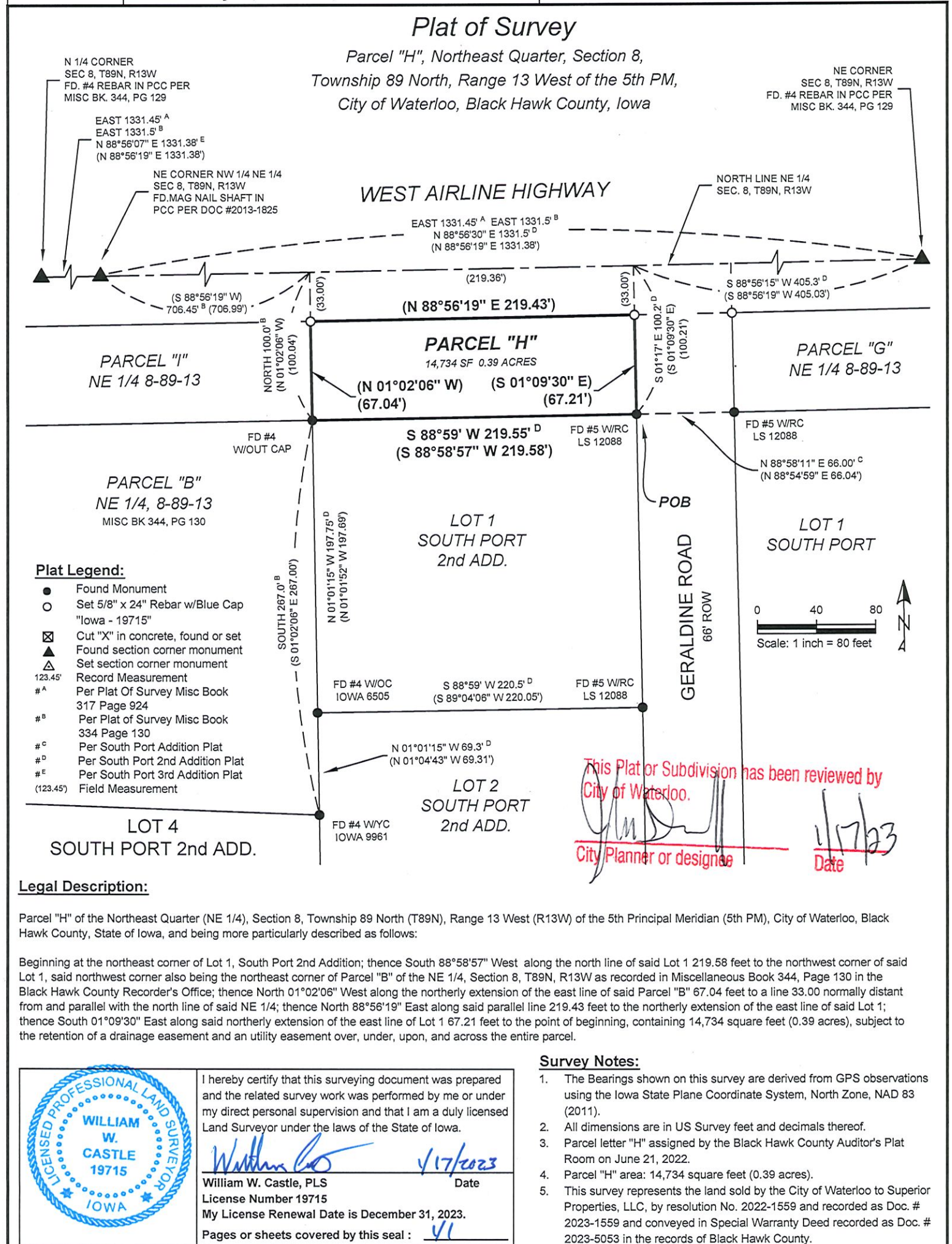


1,000 500 0 1,000 Feet



**East of 3165 West Airline Highway
Vacate Right-of-Way
City of Waterloo**

Index Legend	
Location Description:	Parcel "H", NE 1/4 Section 8, T89N, R13W City of Waterloo, Iowa
Requestor:	Noel Anderson, City of Waterloo
Proprietor:	Superior Welding, LLC
Surveyor:	William W. Castle
Surveyor Company:	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
Return To:	715 Mulberry St, Waterloo, IA 50703 291-4312



DEED 421-517

W. AIRLINE HWY.

4" private water line

8" private water line

WATERLOO WATER WORKS

**325 Sycamore Street
P O Box 27
Waterloo, Iowa 50704
Ph 319-232-6280 Fax 319-232-1962**



City of Waterloo Planning & Zoning Department
715 Mulberry Street, Waterloo, Iowa 50703
(319) 291-4366

- ☐ Offer to Vacate and Purchase City Right-of-Way
☐ Request to Vacate Easement, Vacate Sidewalk, or Encroachment Agreement
☐ Sale of City-Owned Property

Applicant:

Address:

Phone No.:

Email:

General Description of Property to Vacated (i.e. - alley between A St. & B St., South of C St.):

Alley HWY 4 OF 3.165

Legal description of area to be conveyed, vacated, or encroached:

See attached

1. A non-refundable filing fee(s) shall be made as follows (checks payable to City of Waterloo):

- Right-of-way vacation – One Hundred Seventy Five Dollar (\$175.00) Filing Fee
- Easement or sidewalk vacation – Seventy Five Dollar (\$75.00) Filing Fee
- Encroachment – One Hundred Dollar (\$100.00) Filing Fee
- Sale of city-owned property not required to be vacated – No Fee
- Any request not meeting the Sale of Property Policy – One Hundred Dollar (\$100.00) Fee

2. Offer Price*[Note: If the offer price meets the Sale of Property Policy (see attached) the request will not be required to be reviewed by the Building & Grounds Committee.]

- Asking price (see attached Sale of Property Policy for how calculated): _____

- Deductions

- May decrease price by 50% for area located within an easement: _____
- May decrease price for the City tax that will be collected on the land within 5 yrs (8 yrs inside of the CURA): _____
- Costs (surveying & misc., demolition, remove of curbs, etc): _____

Asking price – Deductions = Value of Property: _____

Offer Price for Entire Area: *50*

Note: The above information is a summary of the Sale of Property Policy (see attached). All requests to vacate and purchase City right-of-way must be accompanied by a signed "Intent to Vacate" form for each abutting property to the area to be vacated. Any request that fails to meet the Sale of Property Policy shall not be forwarded to the Building and Grounds Committee or City Council. Any such applicant shall need to request review to Building and Grounds through a City Council member.

3. Publication and Recording Fees*: At the time a buyer(s) has been selected, all publication costs and recording fees must be paid by the applicant. Applicant shall be responsible for collecting from other buyers.

4. Easement*: The following easement shall be retained:

yes
5. Other: Please provide a site plan and/or aerial photo of the area to be vacated if the request involves additional construction as the reason for the request.

[Signature]
Applicant

11.30.23
Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Request by Americans for Independent Living to rezone approximately 1.22 acres from "C-2" Commercial District to "C-2,C-Z" Conditional Zoning District to allow for a storage warehouse in a portion of the building located at 4020 University Avenue.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The applicant is requesting to rezone a 1.22 acre parcel to "C-2, C-Z" Conditional Zoning District to allow for the use of storage within the building at 4020 University Avenue. Slumberland Furniture formerly used the building as a retail space. However, Slumberland Furniture does not use this site for retail space anymore. Slumberland Furniture has a lease on a portion of the building until December 2025, which means this storage use will conclude in December of 2025.

The storage of materials is allowed in the "C-2" Commercial District as an accessory use to a principle permitted use. The building at 4020 University Avenue does not have a principle permitted use that the storage is accessory to. Therefore, the site needs to be rezoned to "C-2, C-Z" Conditional Zoning District to allow for the principle permitted use to be storage.

A veteran organization is proposed to use a portion of this building for a life skills classroom and gathering space to support veteran clients. The veteran's organization will also use a portion of the building for storage but this storage is accessory to a principle permitted use.

Therefore, staff recommends that the request by Americans for Independent Living to rezone approximately 1.22 acres from "C-2" Commercial District to "C-2,C-Z" Conditional Zoning District to allow for a storage warehouse in a portion of the building located at 4020 University Avenue, be approved for the following reasons:

1. The request would not appear to have a negative impact on the surrounding area.
2. The request would not appear to have a negative impact upon pedestrian and traffic conditions within the surrounding area.
3. The request would appear to be compatible with the Future Land Use Map.

The Planning, Programming, and Zoning Commission unanimously recommended approval of the request at their December 12, 2023 regular meeting.

NEIGHBORHOOD IMPACT

The request would not appear to have a negative impact on the surrounding neighborhood, which consists of other similar commercial uses.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lot No. Six (6) in Centennial Second Addition, except that part bounded as follows: Beginning at a point that is Thirty (30) feet South of the Northwest corner of said Lot as measured along the West line of said Lot; thence East parallel with the North line of said Lot a distance of Thirty (30) feet, thence Southwesterly to the Southwest corner of said Lot; thence North along the West line of said Lot to the Point of beginning; and except that part thereof condemned for highway purposes in the proceedings recorded in Deed Record 488 at page 473 of the records of Black Hawk County, Iowa.

Also

The North One Hundred Ninety (190) feet in even width of Lot No. Five (5) in Centennial Second Addition, except that part of said Lot lying East of a line which is parallel with and One Hundred Three (103) feet West of the East line of said Lot.

ATTACHMENTS

1. Council Packet

REQUEST:	Request by Americans for Independent Living to rezone approximately 1.22 acres from "C-2" Commercial District to "C-2,C-Z" Conditional Zoning District to allow for a storage warehouse in a portion of the building located at 4020 University Avenue.
APPLICANT:	Americans for Independent Living, 904 W 4 th St, Waterloo, IA, 50702.
GENERAL DESCRIPTION:	The applicant is requesting to rezone the property in question to allow for a portion of the building to be used for storage by Slumberland Furniture.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to have a negative impact on the surrounding neighborhood which consists of other similar commercial uses.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request to rezone the site in question would not appear to have a negative impact upon pedestrian and traffic conditions in the area. The site is accessed from University Avenue, which is classified as a Primary Arterial Street.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There is sidewalk along the north side of University Avenue, and a recreation trail along the south side.
PUBLIC /OPEN SPACES/ SCHOOLS:	Fred Becker Elementary School is located approximately 1.10 miles to the southeast and Central Middle School is located approximately 0.85 miles to the southeast of the site in question.
DEVELOPMENT HISTORY:	The surrounding development was constructed around the 1950's with one structure being constructed in 2007.
BUFFERS/ SCREENING REQUIRED:	There is no screening required in relation to this request.
DRAINAGE:	A drainage plan will not be required in relation to this request.
FLOODPLAIN:	The property is not located within a Special Flood Hazard Area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0308F, dated July 18, 2011.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC:	There is an 8" sanitary sewer line located under University Avenue. All utilities serve the site in question.

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

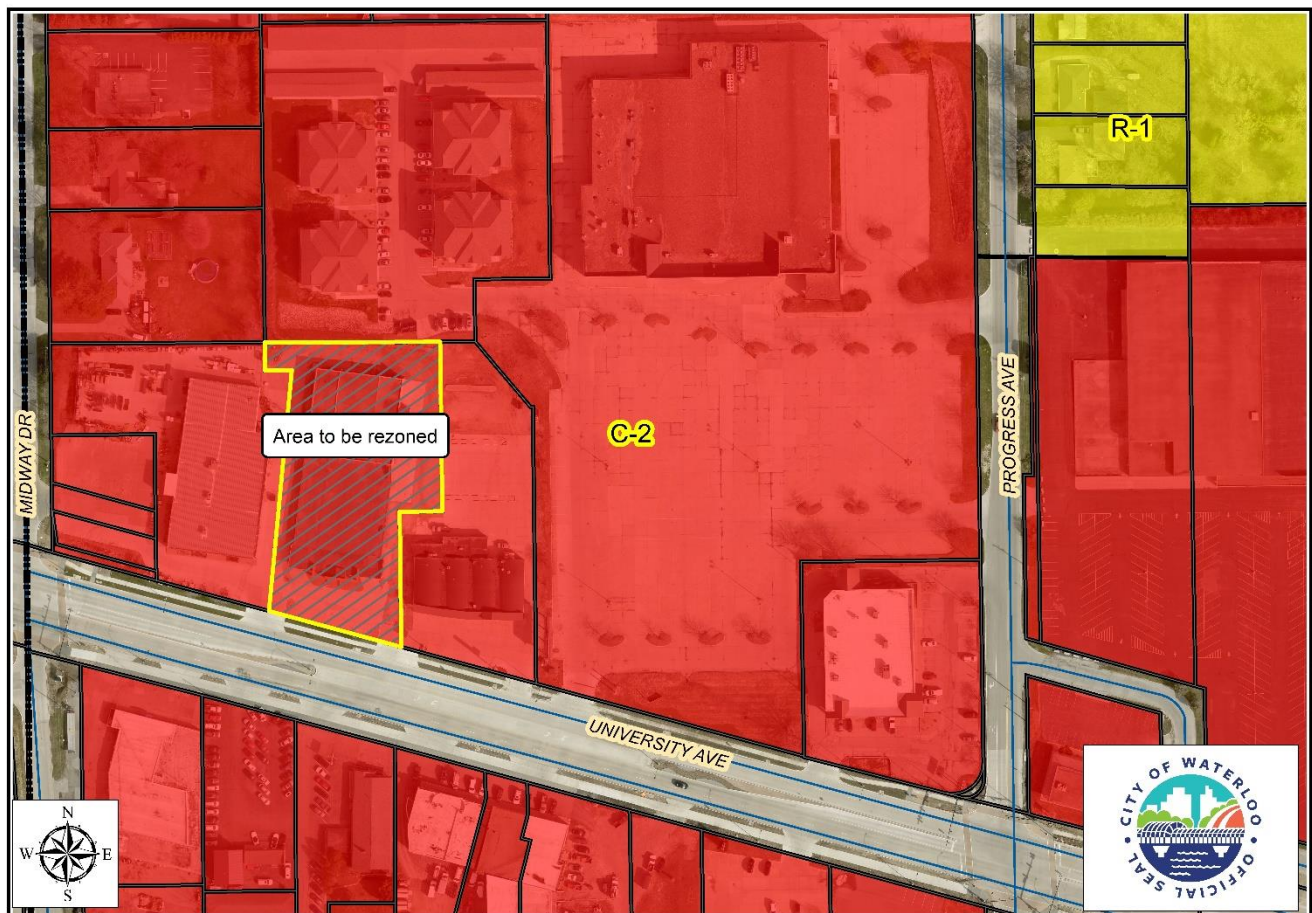
The area of the proposed site is currently zoned “C-2” Commercial District and has been zoned as such since the adoption of the Zoning Ordinance in 1969. Surrounding land uses and their zoning are as follows:

North – Apartment complex, zoned “C-2” Commercial District.

South – Auto 4 Credit, Oliver’s Auto Hail Repair, and E&A Motors, zoned “C-2” Commercial District.

East – Casey’s 218 Pub, zoned “C-2” Commercial District.

West – Tractor Supply Company, zoned “C-2” Commercial District.



**RELATIONSHIP TO
COMPREHENSIVE
LAND USE PLAN:**

The Future Land Use Map designates this property as Commercial. The proposed land use is in conformance with the Future Land Use Map for this area. The site is located in the Primary Growth Area as identified in the City’s Comprehensive Plan adopted August 21, 2023.



Picture 1: Front of building looking west.



Picture 2: Rear of building looking toward apartment buildings that are behind the building in question.



Picture 3: Front of building looking east.



Picture 4: Looking along west side of building.

STAFF ANALYSIS
ZONING
ORDINANCE:

The applicant is requesting to rezone a 1.22 acre parcel to “C-2, C-Z” Conditional Zoning District to allow for the use of storage within the building at 4020 University Avenue. Slumberland Furniture formerly used the building as a retail space. However, Slumberland Furniture does not use this site for retail space anymore. Slumberland Furniture has a lease on a portion of the building until December 2025, which means this storage use will conclude in December of 2025.

The storage of materials is allowed in the “C-2” Commercial District as an accessory use to a principle permitted use. The building at 4020 University Avenue does not have a principle permitted use that the storage is accessory to. Therefore, the site needs to be rezoned to “C-2, C-Z” Conditional Zoning District to allow for the principle permitted use to be storage.

A veteran organization is proposed to use a portion of this building for a life skills classroom and gathering space to support veteran clients. The veteran’s organization will also use a portion of the building for storage but this storage is accessory to a principle permitted use.

TECHNICAL
REVIEW
COMMITTEE:

There were no comments from the Technical Review Committee on this request.

STAFF ANALYSIS
SUBDIVISION
ORDINANCE:

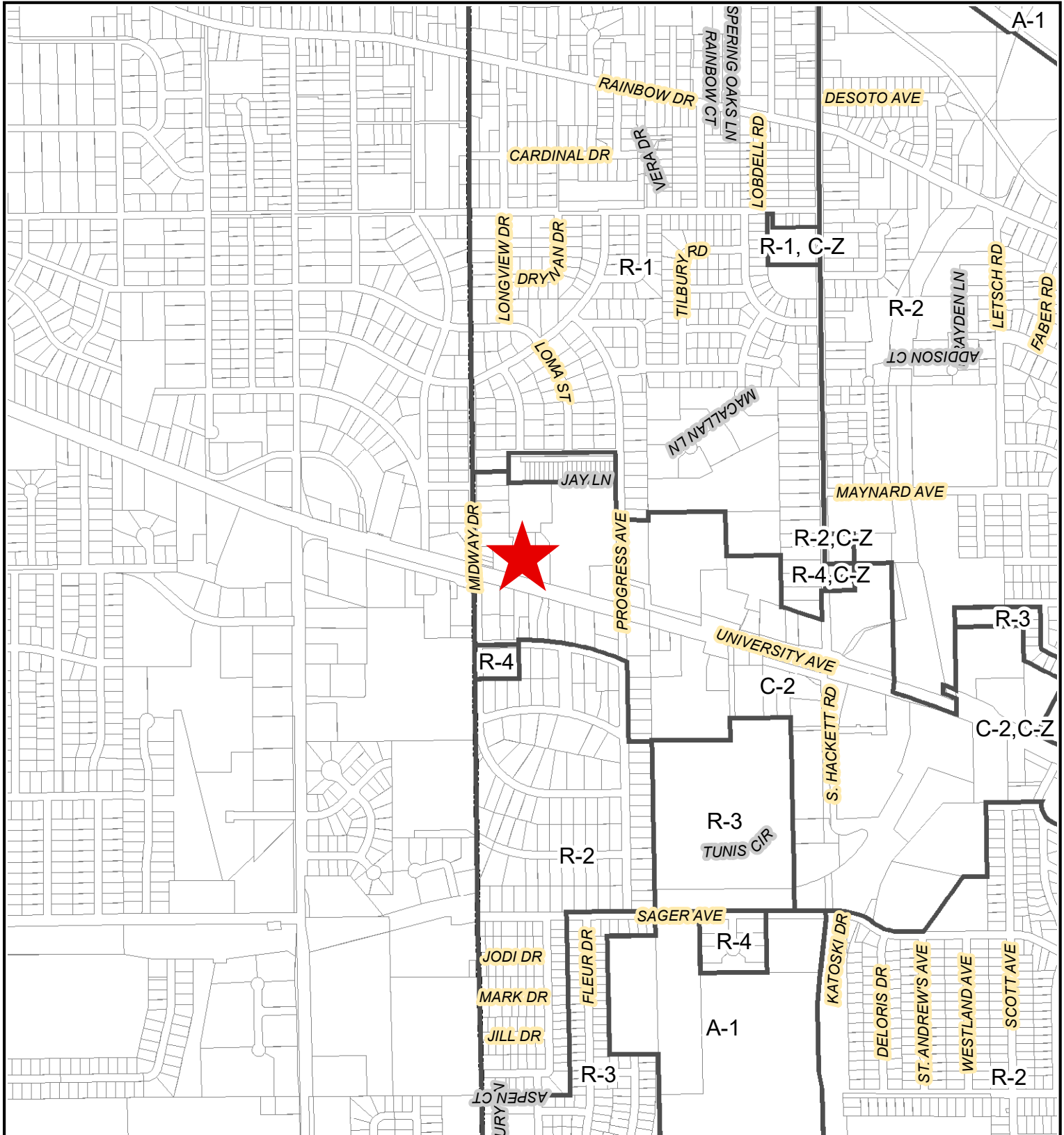
There is no platting in relation to this request.

STAFF
RECOMMENDATION

Therefore, staff recommends that the request by Americans for Independent Living to rezone approximately 1.22 acres from “C-2” Commercial District to “C-2,C-Z” Conditional Zoning District to allow for a storage warehouse in a portion of the building located at 4020 University Avenue, be approved for the following reasons:

1. The request would not appear to have a negative impact on the surrounding area.
2. The request would not appear to have a negative impact upon pedestrian and traffic conditions within the surrounding area.
3. The request would appear to be compatible with the Future Land Use Map.

City of Waterloo Planning, Programming and Zoning Commission December 12, 2023



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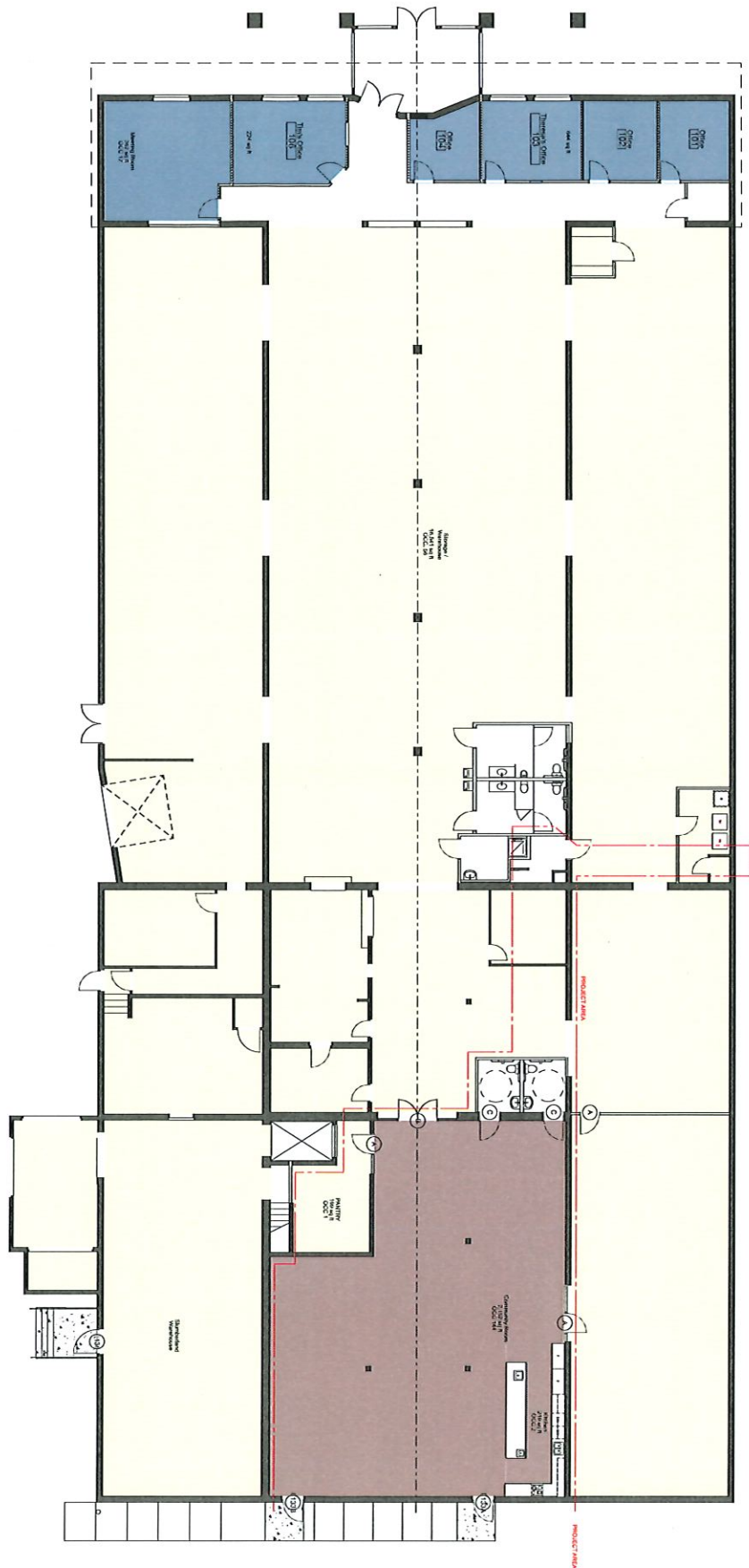
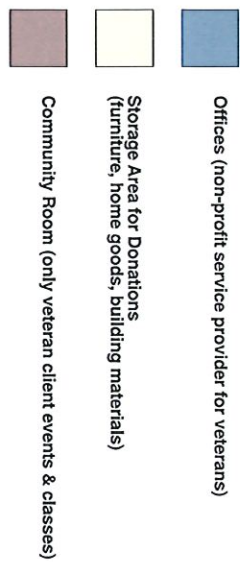
**4020 University Avenue
Rezone from "C-2" to "C-2,C-Z"
Americans for Independent Living**

27

**City of Waterloo Planning, Programming and Zoning Commission
December 12, 2023**



**4020 University
Rezone from "C-2" to "C-2,C-Z"
American for Independent Living**



APPLICATION FOR REZONING
CITY OF WATERLOO PLANNING, PROGRAMMING,
AND ZONING COMMISSION
WATERLOO, IOWA
319.291.4366

I. APPLICATION INFORMATION:

- a. Applicant's name – Business Name if Applicable (please print):
Americans for Independent Living
Address: 904 W 4th ST Phone: 319-232-2552 Fax: N/A
City: Waterloo State: IA Zip: 50702
Email: timcombs@afiliowa.org
- b. Status of applicant: (a) Owner X (b) Other _____ (CHECK ONE): If other explain: _____
- c. Property owner's name if different than above (please print): _____
Address: _____ Phone: _____ Fax: _____
City: _____ State: _____ Zip: _____
Email: _____

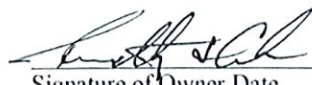
2. PROPERTY INFORMATION:

- a. General location of property to be rezoned: 4020 University Ave Waterloo, IA 50702
- b. Legal description of property to be rezoned: See EXHIBIT A attached
- c. Dimensions of Proposed Zoning Boundary (Excluding Right of Way): _____
- d. Area of Proposed Zoning Boundary (Excluding Right of Way): _____
- e. Current Zoning: C-2 Requested zoning: C-2, C-Z
- f. Reason(s) for rezoning and proposed use(s) of property: The upper level of the building is presently under lease to Slumberland for a finite term of three years. It is important to note that this space is designated solely for the temporary storage of overflow items, with no permanent on-site workforce. Employees of Slumberland will strictly visit the premises for the purpose of item retrieval or deposit. This short-term lease arrangement plays a crucial role in supporting the property tax obligations of AFIL until the nonprofit exemption takes effect. It is imperative to emphasize that this lease is scheduled to conclude in December 2025 and will not be subject to renewal.
- g. Conditions (if any) agreed to: _____
- h. Other pertinent information (use reverse side if necessary): _____

Please Note: If applicant is not the owner of the property, the signature of the owner must be secured. If it is the intent to subdivide (split) any land, vacant or improved in conjunction with this request it must go through a platting process (separate from rezone request).

The filing fee of \$300 + \$10 per acre (\$750 max) (payable to the City of Waterloo) is required (round amount down to nearest \$10 increment). This fee is non-refundable. Under no condition shall said sum or any part thereof be refunded for failure of said amendment to be enacted into law. Any major change in any of the information given will require that the request go back through the process, with a new filing fee. If the request is denied no new petition covering the same or portion of the same property shall be filed with or considered by the Planning, Programming, and Zoning Commission until four (4) months have elapsed from the date of denial by the Waterloo City Council. The undersigned certify under oath and under the penalties of perjury that all information on this request and submitted along with it is true and correct. All information submitted will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request.

Signature of Applicant Date

 10/31/23

Signature of Owner Date



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Resolution approving the Termination of a Development Agreement with Todd J. Borwig for property located north of 1332 Walker Street, originally approved by Council May 17, 2021, and recorded February 17, 2023, as Doc. No. 2023-11532, for failure to complete the project per the timeline provided for in the development agreement.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The original agreement was for a five lot residential development that included the construction of five single family homes. Due to unforeseen circumstances the development did not proceed, therefore the city is terminating the agreement to clear title to the property. Action was approved at the last Council meeting to deed the property back to the City of Waterloo.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

None

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. T. Borwig Development Agreement - 5.17.2021 (RECORDED)



Doc ID: 011904270011 Type: GEN
Recorded: 02/17/2023 at 11:51:17 AM
Fee Amt: \$57.00 Page 1 of 11
Black Hawk County Iowa
SANDIE L. SMITH RECORDER

File **2023-00011532**

**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
May 17, 2021 by and between Todd J. Borwig, a married person
("Developer"), and the City of Waterloo, Iowa ("City").

RECITALS

- A. Developer is willing and able to finance and construct single-family homes and related improvements on property owned by or to be acquired by the City of Waterloo, as described on Exhibit "A" attached hereto (the "Property").
- B. City considers infill residential development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives to encourage that goal. City believes that such development is in the vital and best interests of the City and in accordance with the public purposes and provisions of the applicable State and local laws and requirements under which the Project (defined below) 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"). Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) current and future real estate real property taxes and assessments subject to the agreements made herein; (c) general utility and right-of-way easements serving the Property; and (d) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Developer until City has completed the assembly of all Property, has filed a subdivision plat of the Property, and Developer has delivered to

City reasonable and satisfactory proof of financial ability to undertake and carry on the Project (defined below), which may take the form of a lending commitment letter. 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. City shall provide any title documents it has in its possession, including any abstracts, to assist in title review.

2. **Improvements by Developer.** Developer shall construct a city street and cul-de-sac on the Property, install or arrange to be installed the infrastructure for public water service, sanitary sewer and storm sewer, and shall construct one single-family dwelling and garage on each platted lot, completed to a finished state, including installation of driveways, removal of all construction debris, proper leveling or shaping of groundscape, and grassing and/or landscaping (construction and finishing as so described are referred to collectively as the "Improvements"). Each dwelling shall have a minimum livable area of 1,200 square feet and an assessed value upon completion of approximately \$150,000 or more. The construction of one home on each lot is a "Phase." 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 shall submit specific street designs and plans, building designs and site plans for City review and approval before the commencement of construction and shall not substantially deviate from such plans, specifications or designs. Developer 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 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 incentives provided for in this Agreement, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Developer must obtain a building permit and begin construction of the first home within four (4) months after conveyance of the Property (the "Project Start Date") and must Substantially Complete construction of same within eight (8) months thereafter. Developer must Substantially Complete construction of additional homes on a schedule of one (1) home each year, so that each Phase must be Substantially Completed within twelve (12) months of the date that the preceding Phase was Substantially Completed. The date by which each Phase must be Substantially Completed is a "Phase Completion Deadline." Developer will be responsible to clear trees and brush from the Property at its own cost to allow for construction of street improvements and each

home. For purposes of this Agreement, "Substantially Complete" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and the City has verified that Project elements for which no permit was necessary have been substantially completed.

If Developer has not begun construction of the Improvements before the Project Start Date, City may terminate this Agreement as set forth in Section 12, and City shall have no further obligation hereunder with respect to such Project. If construction has not begun by the Project Start Date but the development of the Project is still imminent, the City Council may, but shall not be required to, grant an extension of the Phase Completion Deadline for any Phase not yet completed. If construction has commenced within the required period or any extended period and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Developer (each of the foregoing is an "Unavoidable Delay"), then time lost as a result of Unavoidable Delays shall be added to extend the Phase Completion Deadline(s) by a number of days equal to the number of days lost as a result of Unavoidable Delays, and thereafter if construction is not completed within the allowed period of extension, City may terminate this Agreement as set forth in Section 12, title to Phase lots on which a home has not been Substantially Completed (the "Reverter Property") shall revert to the City, and City shall have no further obligation hereunder with respect to such Project, nor any duty to compensate Developer for any work or materials provided before the termination date or for the added value of any Improvements completed or partially completed. As promptly as possible, Developer shall notify City in writing of the occurrence of any Unavoidable Delay and shall again notify City in writing when the Unavoidable Delay has ended.

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 Reverter Property, free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Developer. Developer shall pay in full, so as to discharge or satisfy, all Liens on or against the Reverter Property. **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 and Developer's spouse do hereby constitute and appoint City as its attorney-in-fact. Developer's spouse executes this Agreement only for the limited purpose of granting to City the limited power of attorney provided for in this paragraph.

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

Reverter Property of any type or nature whatsoever that attaches to the Reverter 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. **Utilities.** Developer will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services from street right of way to any location on the Property and for payment of any associated connection fees.

6. **Incentives.** To aid in the Project, City will provide the following incentives:

A. Property Assembly and Platting. City will complete the acquisition of that portion of the Property that is identified as tax parcel 8913-15-177-011. Following such acquisition, City will plat the Property in a manner to provide no less than five (5) buildable lots and will cooperate with Developer to develop suitable subdivision restrictions, including but not limited to design restrictions.

B. Infill Housing Grants. As provided in the City's infill housing policy, City will pay Developer a grant of \$5,000.00 for each home timely completed, for a total maximum incentive of \$25,000.00. Each grant shall be payable within sixty (60) days after Improvements on a given lot have been verified by City as Substantially Completed.

C. Partial Tax Exemption. Because the Property is located in a designated Consolidated Urban Revitalization Area (CURA) and a designated City Limits Urban Revitalization Area (CLURA), the Property is eligible for tax exemption consistent with and to the extent provided for in Iowa law and City ordinance, provided that Developer meets all requirements to qualify for such exemption. Developer shall elect whether to obtain exemption benefits under either CURA or CLURA, but not both.

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

8. **No Assignment or Conveyance.** Developer 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 Developer under this Agreement.

9. **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.

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

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

B. 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.

C. 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.

12. Indemnification and Releases.

A. Developer hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property 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 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, Developer agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever, by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement), or (2) the construction, installation, ownership, and operation of the Improvements, or (3) otherwise as a result of or in connection with the Project or Developer's failure to carry on or complete same.

C. The indemnification obligations under this Section shall include attorneys' fees and expenses incurred by any indemnified part. The provisions of this Section shall survive the expiration or termination of this Agreement.

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

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

14. Remedies.

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

B. Default by City. Whenever any Event of Default in respect of Developer 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.

13. **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.

14. **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.

15. **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.

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

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

(b) if to Developer, at NA,
Iowa _____.

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

17. **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.

18. **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.

19. **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.

20. **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.

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 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.

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

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

DEVELOPER

By: Quentin Hart 
Quentin M. Hart, Mayor

Todd J. Borwig
Todd J. Borwig

Attest: Kelley Felchle 
Kelley Felchle, City Clerk

The undersigned spouse of Developer executes this agreement for the limited purpose set forth in Section 4.

Debra Borwig
Debra Borwig
(printed name)

EXHIBIT "A"

Property Description

Lots 1 through 5 of a subdivision to be platted, situated on a portion of:

The Northerly 330 feet of the West half of the West half of Lot "F" in "Cedar Dale", in Black Hawk County, Iowa (now in the City of Waterloo, Iowa).

AND

CEDAR DALE PART LOT G BEG AT NE COR LOT G TH S ALONG E LINE 330 FT TH NWLY TO PT 178 FT W OF E LINE AND 310 FT S OF N LINE TH N ALONG A LINE PAR WITH E LINE 310 FT TO N LINE TH E TO BEG.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Resolution approving Supplemental Agreement No. 2 with AECOM of Waterloo, Iowa, in the amount of \$6,500.00, in conjunction with the FY 2023 Sunnyside Creek Improvements Wet Detention Pond and Channel Stabilization Project, Contract 1062, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The agreement is for the development and submittal of the full Iowa Department of Agriculture and Land Stewardship (IDALS) Water Quality initiative Urban Conservation Project Grant Application.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. SA2 WAT Sunnyside Creek Improvements



AECOM
501 Sycamore Street
Suite 222
Waterloo, Iowa 50703
www.aecom.com

319-232-6531 tel
319-232-0271 fax

**CITY OF WATERLOO, IOWA
CONTRACT NO. 1062**

**SUNNYSIDE CREEK IMPROVEMENTS
WET DETENTION POND AND CHANNEL
STABILIZATION PROJECT**

SUPPLEMENTAL AGREEMENT NO. 2

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 March 7, 2022, for design of a wet detention pond located between Highway 20 and West San Marnan drive; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 1 dated May 15, 2023 for updated modeling, development of preliminary and final platting, and temporary/permanent easements for the proposed wet detention pond and channel improvement areas.

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 2 for the development and submittal of the full Iowa Department of Agriculture and Land Stewardship (IDALS) Water Quality Initiative Urban Conservation Project Grant Application.

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

I. PROJECT DESCRIPTION

The Sunnyside Creek Improvement Project involves construction of a wet detention pond located between Highway 20 and West San Marnan Drive, generally centered on the main channel of Sunnyside Creek. The project also includes bank channel stabilization of approximately 1,050 feet of the existing Sunnyside Creek channel located downstream of the proposed basin (between San Marnan Drive and Westchester Drive).

According to the Black Hawk County Flood Insurance Study (FIS) and the effective Flood Insurance Rate Maps (FIRMs) for Black Hawk County, the project is located in a Zone A floodplain, which means the 100-year floodplain was developed based on approximate methods and a detailed analysis resulting in base flood elevation determinations has not been completed. As part of this project, a detailed analysis will be completed for the wet detention basin design and required regulatory permitting.

This supplemental agreement will include development of the full grant application package for the IDALS Water Quality Initiative for Urban Conservation Projects. AECOM and the City of Waterloo submitted a pre-application package for the above referenced grant application on November 16, 2023, and was notified on December 15, 2023 that the pre-application package was selected to move forward with the full application.

II. SCOPE OF SERVICES

The Scope of Services for this supplemental agreement will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to complete the full grant application package to IDALS on or before Friday, February 9, 2024 at 4:30 pm.

The Scope of Services is further defined as follows:

Grant Application Development and Submittal (Tasks 1-3)

The following identifies tasks leading to the completion of the Grant Application development and submittal.

Task 1 - Develop Draft Grant Application per IDALS requirements

Task 2 - Submit Draft Grant Application to the City of Waterloo and Regional Urban Conservationist from the Iowa Department of Agriculture and Land Stewardship for Review and Comment

Task 3 - Final Application Revisions and Submittal

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 estimated fee is Six Thousand Five Hundred Dollars (\$6,500.00).

IV. In all other respects, the obligations of the Client and the Consultant shall remain as specified in the Professional Services Agreement dated March 7, 2022.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 as of the dates shown below:

APPROVED FOR CITY OF WATERLOO

APPROVED FOR AECOM

By: _____

By:  _____

Printed Name: Quentin Hart

Printed Name: Douglas W. Schindel, P.E

Title: Mayor

Title: Vice President

Date: _____

Date: January 10, 2024



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Resolution approving Supplemental Agreement No. 2 with AECOM, of Waterloo, Iowa, in the amount of \$147,300.00, in conjunction with the FY 2024 LaPorte Road Improvements, Phase I, Contract 1016, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This agreement is for the final design from Grimm St. to Bopp St.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. SA2 WAT La Porte Rd Hess Rd Corridor Improvements

**CITY OF WATERLOO, IOWA
LA PORTE ROAD/HESS ROAD CORRIDOR IMPROVEMENTS**

SUPPLEMENTAL AGREEMENT NO. 2

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 October 28, 2019, for preliminary and final design of improvements to the La Porte Road / Hess Road Corridor from just north of Mitchell Avenue to the Shaulis Road intersection; and

WHEREAS, the Client and ATS entered into Supplemental Agreement No. 1 dated August 2, 2021 for Phase IIA - Final Design the La Porte Road / Hess Road Corridor Improvements Project from Shaulis Road to south of San Marnan Drive; and

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 2 Phase IIB - Final Design the La Porte Road / Hess Road Corridor Improvements Project from just north of Grimm Street to the Bopp Street intersection.

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

I. PROJECT DESCRIPTION

This project consists of improvements to the La Porte Road Corridor from just north of Grimm Street to the Bopp Street intersection, including modifications to the existing traffic operations, safety improvements, access management changes, bike/pedestrian facilities and corridor aesthetics.

The original design services have been split into three phases.

Phase I - Preliminary Design
Phase II - Final Design
Phase III - Construction-Related Services

This agreement is for Phase IIB – Additional Final Design Services, which includes additional final design services on the La Porte Road Corridor from Shaulis Road to Bopp Street, which includes section from Grimm Street to Bopp Street. The final design services include grading, paving, storm and sanitary sewers, box culvert modifications, access management modifications, fiber, right-of-way activities and RAISE grant assistance.

II. SCOPE OF SERVICES

PHASE 1 – ADDITIONAL FINAL DESIGN SERVICES

Division I - Final Design (Eligible SWAP Funding)

Data Collection – Task 1-2

Task 1 – Topographical Survey. This task includes additional field surveys, property surveys and utility calls, as required, to complete the final design of the project outside of the original project limits including but not limited to Highway 218 box culvert, Southtown and Witham properties, Highway 218 right-of-way and ditching and Highway 218 trail extension to 18th Street, in order to supplement the initial topographical survey completed with study.

Task 2 – Base Mapping. This task includes development of a base map file in MicroStation format for use in the development of the final design.

Final Design - Tasks 3-10

The following tasks lead to the completion and submittal of final grading, drainage and paving construction plans for Iowa DOT bid letting for Phase 1. The original Phase 1 and 2 limits included in Phase IIA – Final Design from Shaulis Road to Grimm Street. Due to RAISE Grant funding, the limits were extended to Bopp Street (Phase IIB). The 60% plans were completed based on previously developed preliminary plans as part of the Phase IIA – Final Design. The final construction plans were modified based on design changes to project limits, lane and median width and design speed requiring substantial changes to the typical cross sections, storm sewer, plan and profile sheets. Two additional intersections and additional turn lanes were created for the development north of Highway 20 and La Porte Road. The new fiber extension and corresponding Special Provisions will also be included. The following tasks are included:

Task 3 – Typical Sections and Details Revisions

Task 4 – Plan and Profile Sheets Revisions

- a. Mainline La Porte – Grimm Street to Bopp Street Limit Extension and Typical Cross Section Modification
- b. Additional Side Road Connections

Task 5 – Additional Intersection Details & Design for Future Road Connections

Task 6 – Additional Storm Sewer Design (Mainline North of Grimm Street, Bopp Street North of Southtown and Highway 218 Box Culvert)

Task 7 – Fiber Sheets

Task 8 – Special Details for Drainage Ditches & Highway 218 Culvert Modifications

Task 9 – Cross Sections Revisions

Task 10 – Special Provisions (Fiber)

Right-of-Way Activities - Tasks 11-13. The following additional tasks are necessary for final right-of-way acquisition necessary for the federal aid process. The City of Waterloo will complete the property acquisitions. For the purpose of estimating staff hours, a total of 14 temporary and permanent easements and 4 partial acquisitions were estimated to be staked for acquisition negotiations. The following tasks are included:

Task 11 – Easement and Right-of-Way Staking for Property Owners

Task 12 – Coordination with Right-of-Way Acquisition Staff

Task 13 – Federal Coordination with Iowa DOT

Public Meetings - Tasks 14-15. These tasks include preparation for and attendance at public informational activities, as needed, for this project including for right-of-way acquisition assistance. These activities will include one public informational meeting, presentations at City Council meetings or work sessions, and up to ten meetings with individual property owners or neighborhood groups. The following tasks are included:

Task 14 – Public Informational Meeting (2)

Task 15 – Council Meetings (1)

Project Administration, Permitting and Meetings - Tasks 16-20. These tasks include project administration, coordination and meetings for the additional design of Phase 1. The recent Canadian National (CN) purchase of the railway along Highway 218 will require additional coordination with the CN for approval of the trail extension. The following identifies tasks leading to the completion of project administration, meetings and coordination during the design phase of the

project.

Task 16 – Presentation Materials
Task 17 – CN Railroad Company Coordination
Task 18 – Project Meetings
Task 19 – Iowa DOT, & FHWA Coordination
Task 20 – Project Administration

Division II – Local Funding

RAISE Grant Assistance - Tasks 21-22

This Scope of Work includes tasks for the coordination and assist with the approval of the US DOT RAISE Grant Agreement. It includes the following tasks to be completed by ATS:

Task 21 – Draft and Final Agreement. ATS will assist in preparation of draft and final RAISE Grant Agreement for submittal to Iowa DOT and FHWA for final approval by US DOT.

Task 22 – Coordination with FHWA and Iowa DOT. ATS will assist in coordination with the Iowa DOT and FHWA on the RAISE Grant Agreement. ATS will lead and/or assist with meetings for the RAISE Grant Agreement. This task includes an estimated 4 meetings.

III. COMPENSATION

The Consultant shall be reimbursed for the actual costs incurred in accordance with Article VI of the original Agreement.

The Estimated Actual Costs, Fixed Fee, Contingency and Maximum Amount Payable for this supplemental agreement is \$147,300.00, as stated below and shown in attached documents, and shall be integrated with the fees in the original agreement and Supplemental Agreement 1.

	Original Agreement	S.A. No. 1	S.A. No. 2	Total
	Division I (SWAP)	Division I (SWAP)	Division I (SWAP)	Division I
Estimated Actual Costs	\$305,700.00	\$736,100.00	\$113,900.00	\$1,155,700.00
Fixed Fee (Prime Only)	26,200.00	69,800.00	14,500.00	110,500.00
Contingency (Prime Only)	21,200.00	54,700.00	11,400.00	87,300.00
Contingency (Subs)	2,900.00	8,200.00	0.00	11,100.00
Maximum Amount Payable	\$356,000.00	\$868,800.00	\$139,800.00	\$1,364,600.00

	Original Agreement	S.A. No. 1	S.A. No. 2	Total
	Division II (Local)	Division II (Local)	Division II (Local)	Division II (Local)
Estimated Actual Costs	\$160,400.00	\$101,500.00	\$6,100.00	\$268,000.00
Fixed Fee (Prime Only)	8,600.00	13,000.00	800.00	22,400.00
Contingency (Prime Only)	6,800.00	10,200.00	600.00	17,600.00
Contingency (Subs)	5,500.00	0.00	0.00	5,500.00
Maximum Amount Payable	\$181,300.00	\$124,700.00	\$7,500.00	\$313,500.00

IV. In all other respects, the obligations of the Client and the Consultant shall remain as specified in the Professional Services Agreement dated October 28, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 2 as of the dates shown below:

APPROVED FOR CITY OF WATERLOO**APPROVED FOR AECOM**

By: _____

By: _____ 

Printed Name: _____ Quentin Hart

Printed Name: _____ Douglas W. Schindel, P.E

Title: _____ Mayor

Title: _____ Vice President

Date: _____

Date: _____ January 10, 2024

IOWA DEPARTMENT OF TRANSPORTATION

Accepted for SWAP Authorization*

By: _____

Printed Name: _____

Title: _____

Date: _____

*The Iowa DOT is not a party to this agreement. However, by signing this agreement, the Iowa DOT is indicating the work proposed under this agreement is acceptable for SWAP funds.

**La Porte Road/Hess Road - Shaulis Road to San Marnan Drive
SA No. 2 - Final Design
City of Waterloo, Iowa**

COST ANALYSIS - Division I - SWAP

I. Direct Labor Cost (AECOM Technical Services)

	<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>	
1.1	Senior Professional	20	\$105.26	\$2,105.20	
2.3	Project Professional	122	\$84.92	\$10,360.24	
3.1	Staff Professional	8	\$66.12	\$528.96	
3.2	Staff Professional	178	\$61.18	\$10,890.04	
4.3	Professional	276	\$41.35	\$11,412.60	
4.5	Professional	74	\$34.66	\$2,564.84	
5.3	CADD Operator II	188	\$34.34	\$6,455.92	
8.1	Technician	12	\$38.44	\$461.28	
8.4	Technician	118	\$27.08	\$3,195.44	
9.1	Project Support	48	\$40.53	\$1,945.44	\$49,919.96
		1044			

II.	Payroll Burden and Overhead Provisional Costs	123.50%	\$61,651.15
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III. Direct Project Expenses

	<u>Category</u>	<u>Units</u>	<u>Rate/Unit</u>	<u>Amount</u>	
	Mileage	500	0.67	335.00	
	Per Diem	0	50.00	0.00	
	Lodging	0	90.00	0.00	
	B/W Copies	1000	0.06	60.00	
	Color Copies	1000	0.22	220.00	
	Total Station Survey Equip.	40	15.00	600.00	
	GPS Survey Equipment	40	15.00	600.00	
	Miscellaneous, Other			500.00	
					\$2,315.00

IV.	AECOM Estimated Actual Costs		\$113,886.11
		Rounded	\$113,900.00

V.	Subcontract Expense		\$0.00
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VI.	Estimated Actual Costs		\$113,900.00
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VII.	Fixed Fee (13%)	\$14,504.24	
		Rounded	\$14,500.00

VIII.	Contingency (10%)	\$11,390.00	
		Rounded	\$11,400.00
	AECOM	\$11,400.00	

IX.	Maximum Amount Payable		<u>\$139,800.00</u>
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**La Porte Road/Hess Road - Shaulis Road to San Marnan Drive
SA No. 2 - Final Design
City of Waterloo, Iowa**

COST ANALYSIS - Division II - LOCAL

I. Direct Labor Cost (AECOM Technical Services)

	<u>Category</u>	<u>Hours</u>	<u>Rate/Hour</u>	<u>Amount</u>	
1.1	Senior Professional	10	\$105.26	\$1,052.60	
2.3	Project Professional	20	\$84.92	\$1,698.40	
3.1	Staff Professional	0	\$66.12	\$0.00	
3.2	Staff Professional	0	\$61.18	\$0.00	
4.3	Professional	0	\$41.35	\$0.00	
4.5	Professional	0	\$34.66	\$0.00	
5.3	CADD Operator II	0	\$34.34	\$0.00	
8.1	Technician	0	\$38.44	\$0.00	
8.4	Technician	0	\$27.08	\$0.00	
9.1	Project Support	0	\$40.53	\$0.00	
		30			\$2,751.00

II.	Payroll Burden and Overhead Provisional Costs	123.50%	\$3,397.49
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III. Direct Project Expenses

	<u>Category</u>	<u>Units</u>	<u>Rate/Unit</u>	<u>Amount</u>	
	Mileage	0	0.67	0.00	
	Per Diem	0	50.00	0.00	
	Lodging	0	90.00	0.00	
	B/W Copies	0	0.06	0.00	
	Color Copies	0	0.22	0.00	
	Total Station Survey Equip.	0	15.00	0.00	
	GPS Survey Equipment	0	15.00	0.00	
	Miscellaneous, Other			0.00	
					\$0.00

IV.	AECOM Estimated Actual Costs		\$6,148.49
		Rounded	\$6,100.00

V. Subcontract Expense

		\$0.00
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VI.	Estimated Actual Costs	\$6,100.00
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VII.	Fixed Fee (13%)	\$799.30
		Rounded
		\$800.00

VIII.	Contingency (10%)	\$610.00
		Rounded
		\$600.00
	AECOM	\$600.00

IX.	Maximum Amount Payable	\$7,500.00
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La Porte Road/Hess Road - Shaulis Road to San Marnan Drive
SA No. 2 - Final Design
City of Waterloo, Iowa

AECOM Technical Services, Inc.
Staff Hour Estimate

Description of Work	1.1 Senior Prof	2.3 Project Prof	3.1 Staff Prof	3.2 Staff Prof	4.3 Prof	4.5 Prof	5.3 CADD Op II	8.1 Technician	8.4 Technician	9.1 Project Support	Total
Division I - SWAP Funding											
Data Collection											
1 Topographical Survey				48			90	12	88		238
2 Base Mapping				100		24					124
Final Design											
3 Typical Cross Sections and Details		2					8				10
4 Plan and Profile Sheets Revisions		20			40	20	30				110
5 Additional Intersection Details & Design for Future Road Connections		2			40		30				72
6 Additional Storm Sewer Design		2			40						90
7 Fiber Sheets		2			20	10					32
8 Speical Details for Drainage Ditches & Hwy 218 Culvert Modifications		2			40	10					52
9 Cross Section Revisions		2			20						22
10 Special Provisions (Fiber)		12								8	20
Right-of-Way Activities											
11 Easement and ROW Staking for Property Owners				30					30		60
12 Coordination w/ROW Acquisition Staff		10			20						30
13 Federal Coordination w/Iowa DOT ROW		10			10						20
Public Meetings											
14 Public Information Meetings - ROW		10			12						22
15 Council Meeting		6			4						10
Project Administration, Permitting and Meetings											
16 Presentation Material		2			6					8	16
17 CN Railroad Coordination		4	12		6						22
18 Project Meetings		6	6		12					8	32
19 Iowa DOT & FHWA Coordination			10		6						16
20 Project Administration		10	12							24	46
Division I - SWAP Funding - Total	20	122	8	178	276	74	188	12	118	48	1,044
Division II - LOCAL Funding											
RAISE Grant Assistance											0
21 Draft And Final Agreement		6	16								22
22 Coordination w/FHWA and Iowa DOT		4	4								8
Division II - LOCAL Funding - Total	10	20	0	0	0	0	0	0	0	0	30
TOTAL HOURS	30	142	8	178	276	74	188	12	118	48	1,074



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Resolution approving Supplemental Agreement No. 6 with Stanley Consultants, Inc., of Des Moines, Iowa, in the amount of \$903,000.00, in conjunction with the FY 2022 11th Street and Park Avenue Bridge Replacements Project, Contract No. 1013, and authorizing the 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

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Resolution supporting submission of a pre-application by Studio Elysium, LLC for the Iowa Community Catalyst Building Remediation Program, to renovate a building located at 927 Sycamore Street, Waterloo, Iowa.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Community Catalyst Building Remediation Program is a program through the Iowa Economic Development Authority. The City of Waterloo acts as the applicant for the project, working closely with the developer throughout the project for updates, site visits and payouts by the state. The program allots \$100,000 for projects that are awarded the grant. The pre-application process allows the state to review preliminary plans for the project and invite the city and developer to a formal application process if the project meets grant criteria. This program is primarily used throughout the state of Iowa for projects in smaller communities but the City of Waterloo did receive a grant for a 2-unit residential project in the Church Row Neighborhood in 2020.

Brooke Knapp recently purchased the property at 927 Sycamore Street and will be renovating it to one residential unit on the main level and a salon in the basement. The property has been vacant for years and will bring additional investment adjacent to downtown where the City has seen revitalization efforts in the past 10 years. Phase I will be renovations to the main level for the residential unit and Phase II will be the renovation of the basement into a salon that will host 3 chairs. Parking will be located behind the building with on street parking available, when needed. The total project is expected to take approximately two years to complete.

NEIGHBORHOOD IMPACT

This will have a positive impact on the neighborhood. The property has been vacant for years and will bring residential and economic development to the area.

DATA, ANALYSIS, AND STRATEGIES

Economic Development

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

Deny pre- application submission

LEGAL DESCRIPTION

The Southeast 40 feet of Lot 9 and Southeast 40 feet of the Southwest 40 feet of Lot 8 in Block 17 in the Original Plat, on the East Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

Resolution approving a development and minimum assessment agreement with Studio Elysium, LLC for the rehabilitation of a one residential unit and a salon, located at 927 Sycamore Street, approving a development grant of \$5,000.00 for the single residential unit and the CURA tax abatement, and minimum assessment agreement for \$170,000.00 and authorizing the mayor and city clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Brooke Knapp recently purchased the property at 927 Sycamore Street and will be renovating it to one residential unit on the main level and a salon in the basement. The property has been vacant for years and will bring additional investment adjacent to downtown where the City has seen revitalization efforts in the past 10 years. Phase I will be renovations to the main level for the residential unit and Phase II will be the renovation of the basement into a salon that will host 3 chairs. Parking will be located behind the building with on street parking available, when needed. The total project is expected to take approximately two years to complete. The project would receive \$5,000.00 for the single residential unit added and then apply for the CURA application upon completion. With recent updates to the Urban Revitalization laws we need to have minimum assessment agreements for any commercial property that will be applying for the CURA in the future, therefore we have a minimum assessment agreement for the project of \$170,000.00

The developer is also applying for the Community Catalyst Building Remediation Program is a program through the Iowa Economic Development Authority. The City of Waterloo acts as the applicant for the project, working closely with the developer throughout the project for updates, site visits and payouts by the state. The program allots \$100,000 for projects that are awarded the grant. The pre- application process allows the state to review preliminary plans for the project and invite the city and developer to a formal application process if the project meets grant criteria. This program is primarily used throughout the state of Iowa for projects in smaller communities but the City of Waterloo did receive a grant for a 2-unit residential project in the Church Row Neighborhood in 2020.

NEIGHBORHOOD IMPACT

This will have a positive impact on the neighborhood. The property has been vacant for years and will

bring residential and economic development to the area.

DATA, ANALYSIS, AND STRATEGIES

Economic Development

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

TIF

ALTERNATIVE ACTION

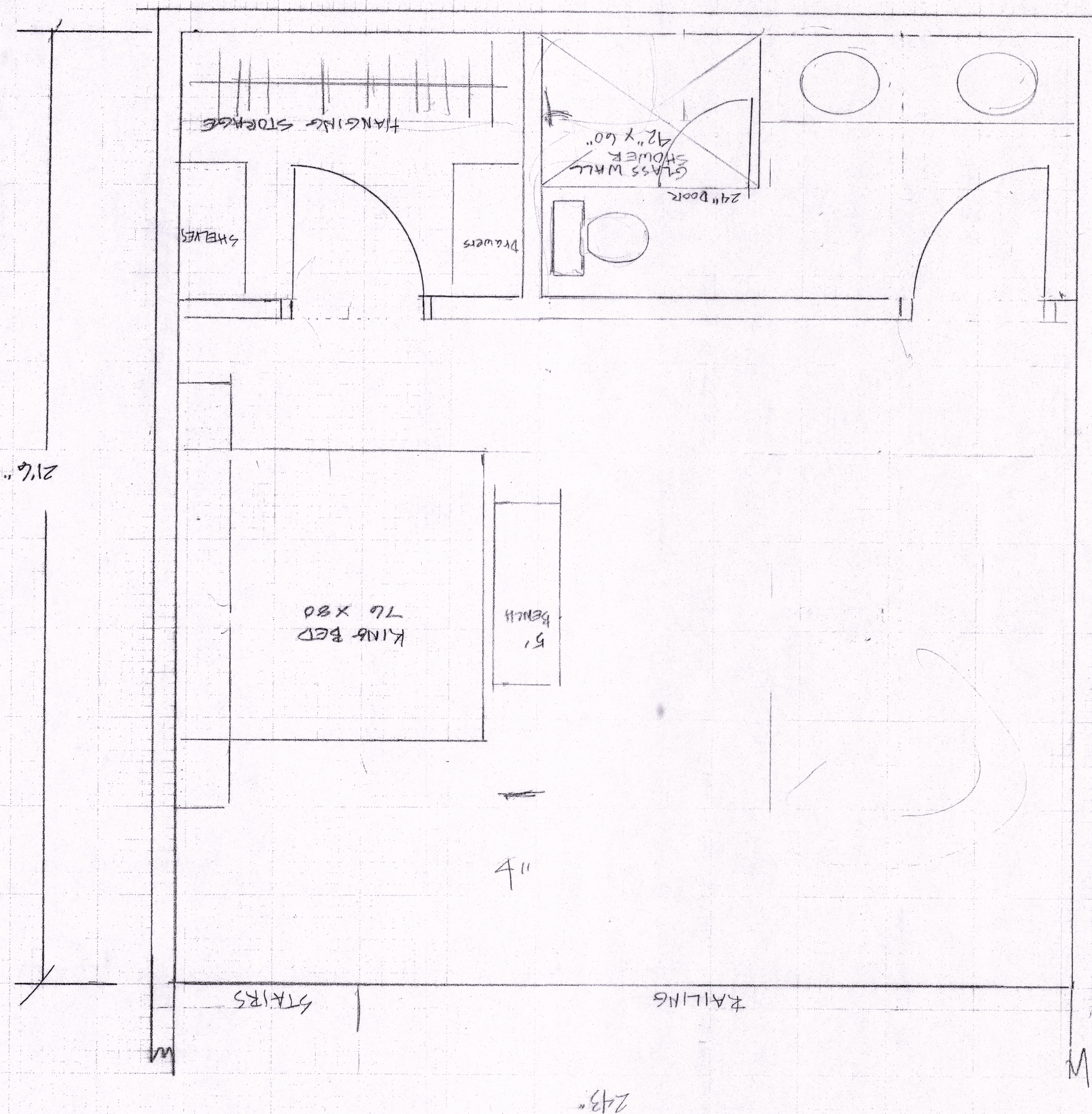
Deny Development Agreement

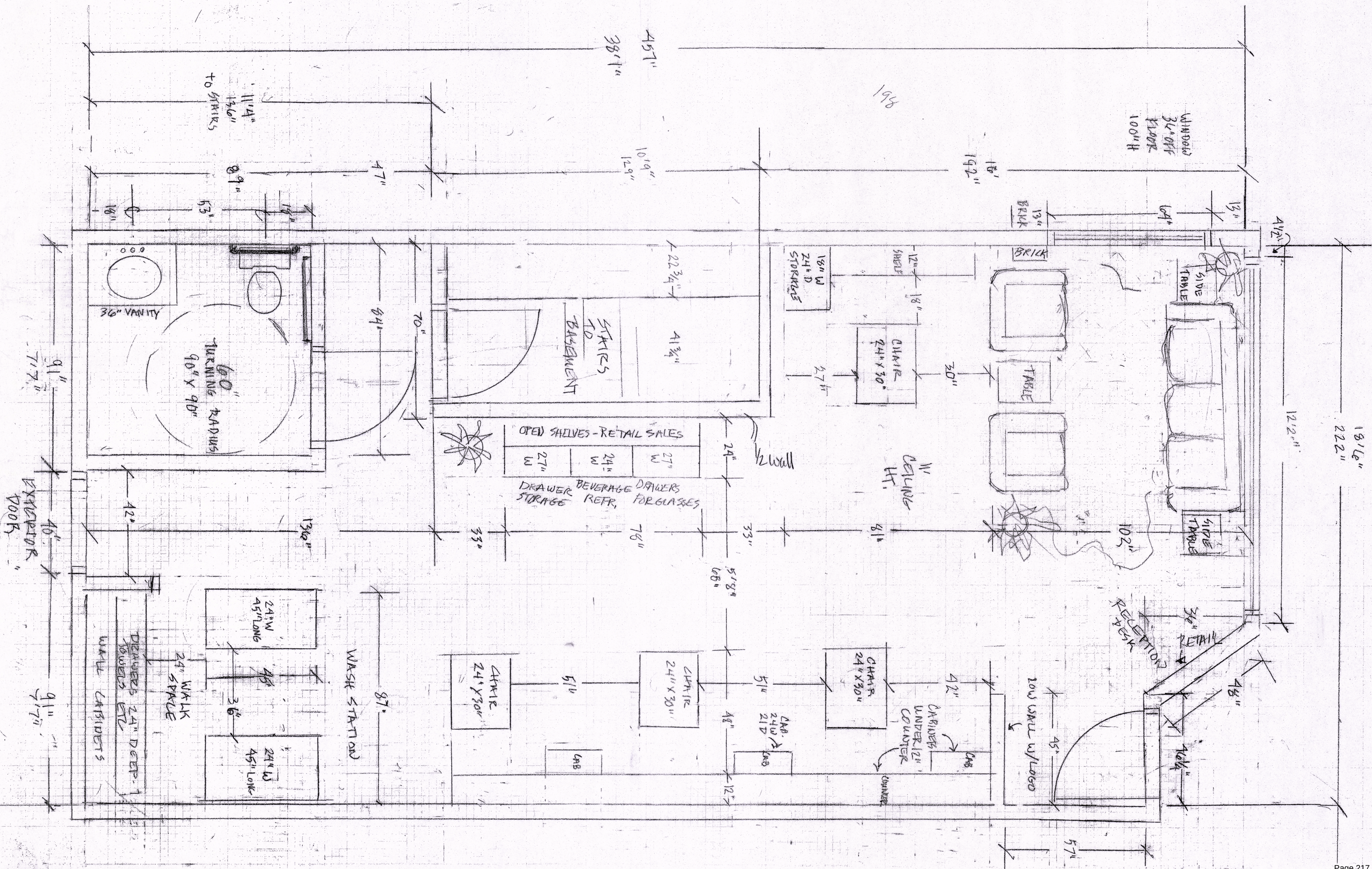
LEGAL DESCRIPTION

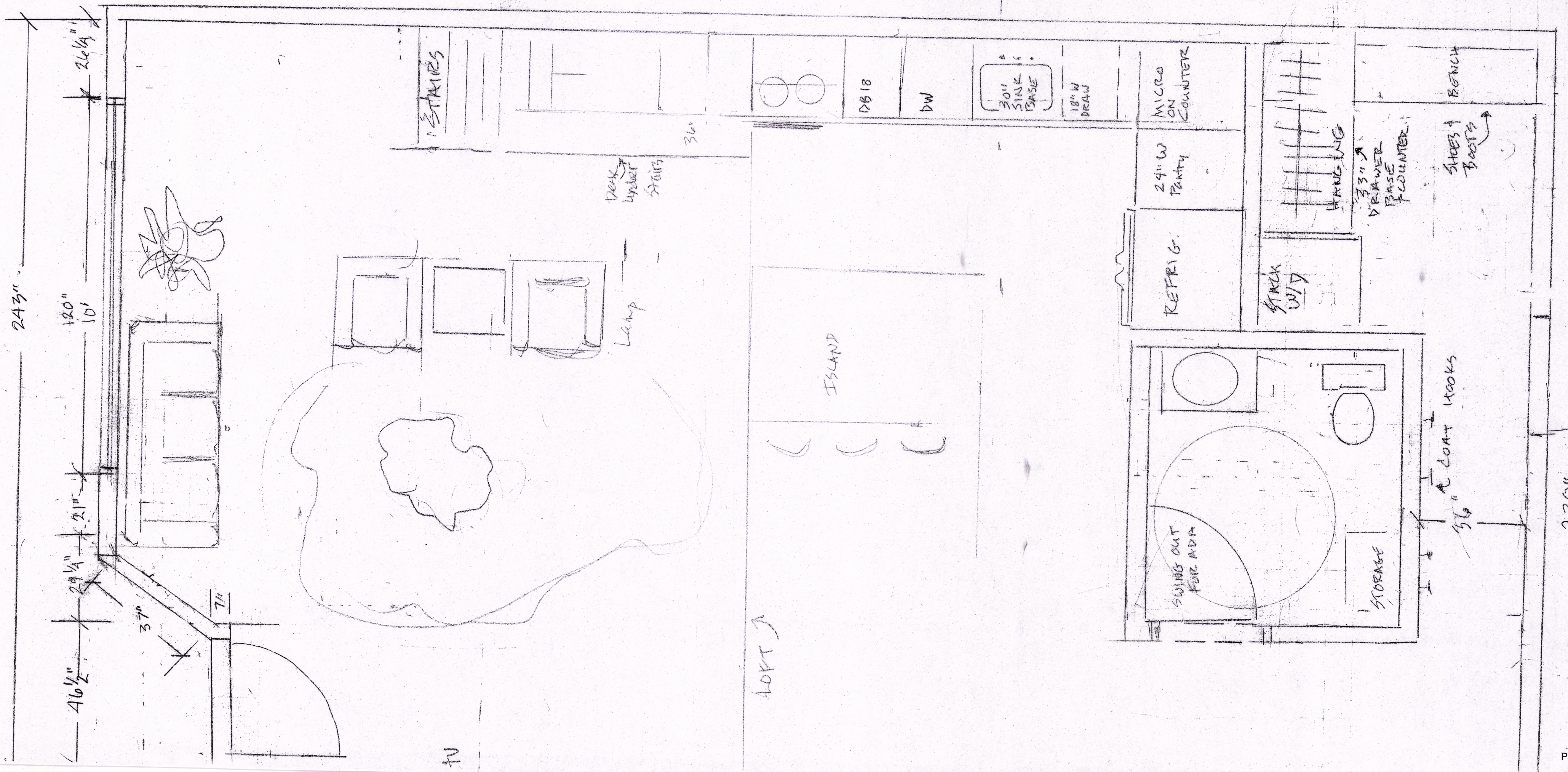
The Southeast 40 feet of Lot 9 and Southeast 40 feet of the Southwest 40 feet of Lot 8 in Block 17 in the Original Plat, on the East Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. 927 Sycamore St Plans
2. Studio Elysium DA 1-10-24







DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, 2024 by and between Studio Elysium LLC (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

- A. Company is the owner of real property at 927 Sycamore Street, Waterloo, Iowa, legally described as set forth on Exhibit "A" attached hereto (the "Property"), and Company is willing and able to finance and undertake rehabilitation improvements on the Property.
- B. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted

AGREEMENT

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

1. **Improvements by Company.** Company shall rehabilitate the existing structure on the Property to create a single-family residence on the main floor and a business suite in the basement, and undertake related improvements to the exterior of the building (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban revitalization plan applicable to the Property, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific building designs and site plans for City review and approval. Company will use its best efforts to obtain, or cause to be

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

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

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

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

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

4. Minimum Assessment Agreement. Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all

other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of \$170,000.00 (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. Grant. Within thirty (30) days after Company has Substantially Completed the Improvements, City will make a \$5,000.00 infill housing incentive grant to Company.

B. 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 625 Prospect Avenue, Waterloo, Iowa 50701, Attention: Brooke Knapp.

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

STUDIO ELYSIUM LLC

By: _____
Quentin M. Hart, Mayor

By: _____
Brooke Knapp
Managing Member

Attest: _____
Kelley Felchle, City Clerk

EXHIBIT "A"

Legal Description of Property

The Southeast 40 feet of Lot 9 and Southeast 40 feet of the Southwest 40 feet of Lot 8 in Block 17 in the Original Plat, on the East Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of _____, 2024, by and among the CITY OF WATERLOO, IOWA ("City"), STUDIO ELYSIUM 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 \$170,000.00 (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, 2025 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,

2035. 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

STUDIO ELYSIUM LLC

By: _____
Quentin Hart, Mayor

By: _____
Brooke Knapp
Managing Member

By: _____
Kelley Felchle, City Clerk

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

On this _____ day of _____, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin Hart 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 _____, 2024 by Brooke Knapp as Managing Member of Studio Elysium 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 Hundred Seventy Thousand and 00/100 Dollars (\$170,000.00) 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 _____, 2024 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

January 16, 2024

AGENDA ITEM TITLE

Resolution approving a Development Agreement with PWM 1 Warehouse, LLC, for the construction of a commercial building no less than 83,900 square feet, Minimum Assessment Agreement with a minimum assessed value of \$4,200,000.00, tax rebates of 95 percent for years one through eleven, 55 percent for year twelve and fifty percent for years thirteen through seventeen, on property located northwest of 3530 Marnie Avenue in the Martin Road TIF District, and authorize Mayor and City Clerk to execute said documents.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a Development Agreement and Minimum Assessment Agreement with PWM 1 Warehouse, LLC, for the construction of a commercial building no less than 83,900 square feet, a minimum assessed value of \$4,200,000.00, tax rebates of 95 percent for years one through eleven, 55 percent for year twelve and 50 percent for years thirteen through seventeen, located northwest of 3530 Marnie Avenue in the Martin Road TIF District. The rebates of 95 percent and 55 percent are to repay the costs of the land that PWM 1 is purchasing since the project is over \$1,000,000.00 in value and the remaining five years at 50 percent is the normal incentive package the City offers for the new building.

The building is being constructed for speculative purposes and no employee numbers are known until it is occupied. Over the last two years nearly 153,000 square feet of new buildings have been constructed in the Martin Road TIF District, and when this building is completed, it will push that number close to 240,000 square feet.

NEIGHBORHOOD IMPACT

The new building will be compatible with development in the area and be part of the continued growth and interest that is occurring near the interchange of Highways 20 and 63.

DATA, ANALYSIS, AND STRATEGIES

Economic Development.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

The property is zoned M-1 Light Industrial District and no formal site plan review process is required by the Planning Commission and City Council. Within the development agreement, the company is required to adhere to all applicable local, state and federal laws that may apply.

SOURCE OF EXPENDITURES

TIF Funds

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lots 8-10, Cedar Valley Crossing, City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. Development Agreement
2. Aerial Map
3. Site Plan
4. Building Elevations

b

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, 2024 by and between PWM 1 Warehouse, LLC, d/b/a PWM Companies (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 Martin Road Development Plan area ("Urban Renewal Area").
- B. Company is willing and able to finance and erect structures and related improvements on property located in the Urban Renewal Area, and legally described on Exhibit "A" attached hereto (the "Property").
- 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. **Development Property.** Company owns or is currently purchasing the Property. Company will undertake the Project (defined below) upon the Property.

2. **Improvements by Company.** Company shall construct on the Property a manufacturing facility consisting of no less than 83,900 square feet, as well as related landscaping, paving, signage and parking improvements (collectively, the “Improvements”), in accordance with the Plans as provided in Section 3. 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 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 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 for the construction of the Improvements, and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans or Modified Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans or Modified Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

The Plans or Modified Plans must be rejected in writing by City within thirty (30) days of submission or shall be deemed to have been approved by the City. If City rejects the Plans or Modified Plans in whole or in part, Company shall submit new or corrected Plans or Modified Plans within thirty (30) days after receipt by Company of written notification of the rejection, accomplished by a written statement of the City specifying the respects in which Company’s Plans or Modified Plans fail to conform to

the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Plans or Modified Plans shall continue to apply until they have been approved by the City; provided, however, that in any event Company shall submit Plans or Modified Plans which are approved by City prior to commencement of construction of additional or modified Improvements.

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

4. Timeliness of Conveyance and 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 offer the incentives provided for in this Agreement, and that without said commitment City would not do so.

A. Deadlines to commence and complete. Company must obtain a building permit and begin construction of the Improvements within six (6) months after the date of this Agreement (the "Start Date") and Substantially Complete construction within fourteen (14) months after the permit date (the "Completion Deadline"). For purposes of this Agreement, "Substantially Complete" means the date on which the Improvements have been completed pursuant to the Plans or Modified Plans to the extent necessary for the City to issue a certificate of occupancy relating thereto. All deadlines are subject to Unavoidable Delays as defined in paragraph B below.

B. Events triggering termination. If Company does not begin or Substantially Complete construction of the Improvements on the schedule stated above, then City may terminate this Agreement as set forth in Section 17, 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.

5. **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.

6. **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 \$4,200,000.00 (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.

7. **Tax Rebates.** Provided that Company has completed Substantially Completed the Improvements before the Completion Deadline, City agrees to rebate property tax (with the exceptions noted below) with respect to the Improvements, as follows:

Year One through Year Eleven	95% rebate each year
Year Twelve	55% rebate
Year Thirteen through Year Seventeen	50% rebate each year

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

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

As an example of the above provision, in the event all Improvements on the Property are Substantially Completed prior to January 1, 2025 and the Property and Improvements are assessed as fully completed based on the Plans, as may be revised, the property taxes that would be assessed based on the January 1, 2025 assessed value would be for the Fiscal Year ending June 30, 2027, with the taxes payable one-half by September 30, 2026 and one-half by March 31, 2027, then the first Rebate could be applied for after March 31, 2027 and prior to April 1, 2028.

8. Limitations on Payment of Rebates.

A. Each payment of a Rebate is subject to annual appropriation by the city council each fiscal year. City has no obligation to make any payments to Company as contemplated under this Agreement until the city council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this paragraph is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to make future payments of Rebates shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City's bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

B. Notwithstanding the provisions of Section 7 hereof, City shall have no obligation to make a payment of a Rebate to Company if at any time during the term hereof City fails to appropriate funds for payment; City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Property and Improvements to fund a Rebate payment to

Company, as contemplated under Section 7 above, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or City's ability to collect Tax Increment from the Improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual Rebate payments would otherwise have been paid to Company under the terms of Section 7, then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

C. For purposes of this Agreement, "Tax Increments" shall mean the property tax revenues on the Improvements and Property received by and made available to City for deposit in an account maintained under this Agreement, the provisions of Iowa Code § 403.19 and the ordinance governing the Urban Renewal Plan.

9. Conditions to City Funding.

A. The complete or initial funding by City of the Rebates and other Project commitments shall be deemed an agreement of the parties that the applicable conditions to disbursement of funds shall, as of the date of such funding, have been satisfied or waived. If the conditions set forth in this Section are not satisfied at a Rebate disbursement date, this Agreement shall terminate unless a new disbursement date is established by amendment to this Agreement. The termination of this Agreement shall be the sole remedy available to City or Company if, for whatever reason, a condition set forth in this Section is not satisfied at a Rebate payment date, it being understood that each party shall nonetheless incur costs and liabilities prior thereto for which they alone are responsible. City and Company each expressly assumes all responsibility for the costs and liabilities they may each so incur prior to a Rebate payment date and agree to indemnify and hold each other harmless therefrom.

B. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, including but not limited to the Rebate payments, is subject to completion and satisfaction of certain separate city council actions and required legal proceedings relating to the creation of a tax increment financing (TIF) district, including the holding of public hearings on the same. Further, all the obligations of City under this Agreement are subject to fulfillment, on or before each Rebate payment date, of each of the following conditions precedent:

(i) The representations and warranties made by Company in Section 12 shall be true and correct as of the Rebate disbursement date with the same force and effect as if made at such date.

(ii) Company shall be in material compliance with all the terms and provisions of this Agreement.

(iii) There has not been, as of the Rebate disbursement date, a substantial change for the worse in the financial resources and ability of Company, or a substantial decrease in the financing commitments secured by Company for construction of the Improvements, which change(s) makes it likely, in the reasonable judgment of the City, that Company will be unable to fulfill its covenants and obligations under this Agreement.

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

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

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

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

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

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

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

G. Until the MAA termination date Company agrees that (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.

I. Company agrees that it shall be responsible to repair, maintain and replace all street and other paving within the dedicated right of way for Marnie Avenue (i.e., lying outside of Property boundary), depicted on Exhibit "C" attached hereto and identified as the "truck court" area thereon. All paved areas shall conform to City's requirements for street paving and shall be subject to such approvals, permits and inspections as apply to street projects generally and are then in effect.

11. 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.

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

A. It is duly organized, validly existing, and in good standing under the laws of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

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

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

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

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

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.

13. 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 condition of the Property and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property.

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

14. Obligations Contingent. Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City’s completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

15. 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.

16. **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;

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.

17. Remedies.

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

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

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

18. 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.

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.** 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 760 Liberty Way, North Liberty, IA 52317, Attention: Manager, Scott Wilson

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) four (4) 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 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.

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 first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

PWM 1 WAREHOUSE, LLC, d/b/a
PWM Companies

By:  _____
Scott Wilson, Managing Member

Attest: _____
Kelley Felchle, City Clerk

EXHIBIT "A"

Legal Description of Property

Lots 8-10, Cedar Valley Crossing, City of Waterloo, Black Hawk County, Iowa.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of _____, 2024, by and among the CITY OF WATERLOO, IOWA ("City"), PWM 1 WAREHOUSE, LLC, d/b/a PWM Companies ("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 an area within the City and within the Martin Road Development 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 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 \$4,200,000.00 (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, 2025 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, 2055. 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 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

PWM 1 WAREHOUSE, LLC, d/b/a
PWM Companies

By: _____
Quentin Hart, Mayor

By: Scott Wilson
Scott Wilson, Managing Member

By: _____
Kelley Felchle, City Clerk

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

On this _____ day of _____, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin Hart 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 Johnson)

Subscribed and sworn to before me on January 12, 2024, by Scott Wilson as Managing Member of PWM 1 Warehouse, LLC, d/b/a PWM Companies.



Christina Harkey
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 Four Million Two Hundred Thousand and 00/100 Dollars (\$4,200,000.00) 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 _____, by T.J. Koenigsfeld,
Assessor for Black Hawk County, Iowa.

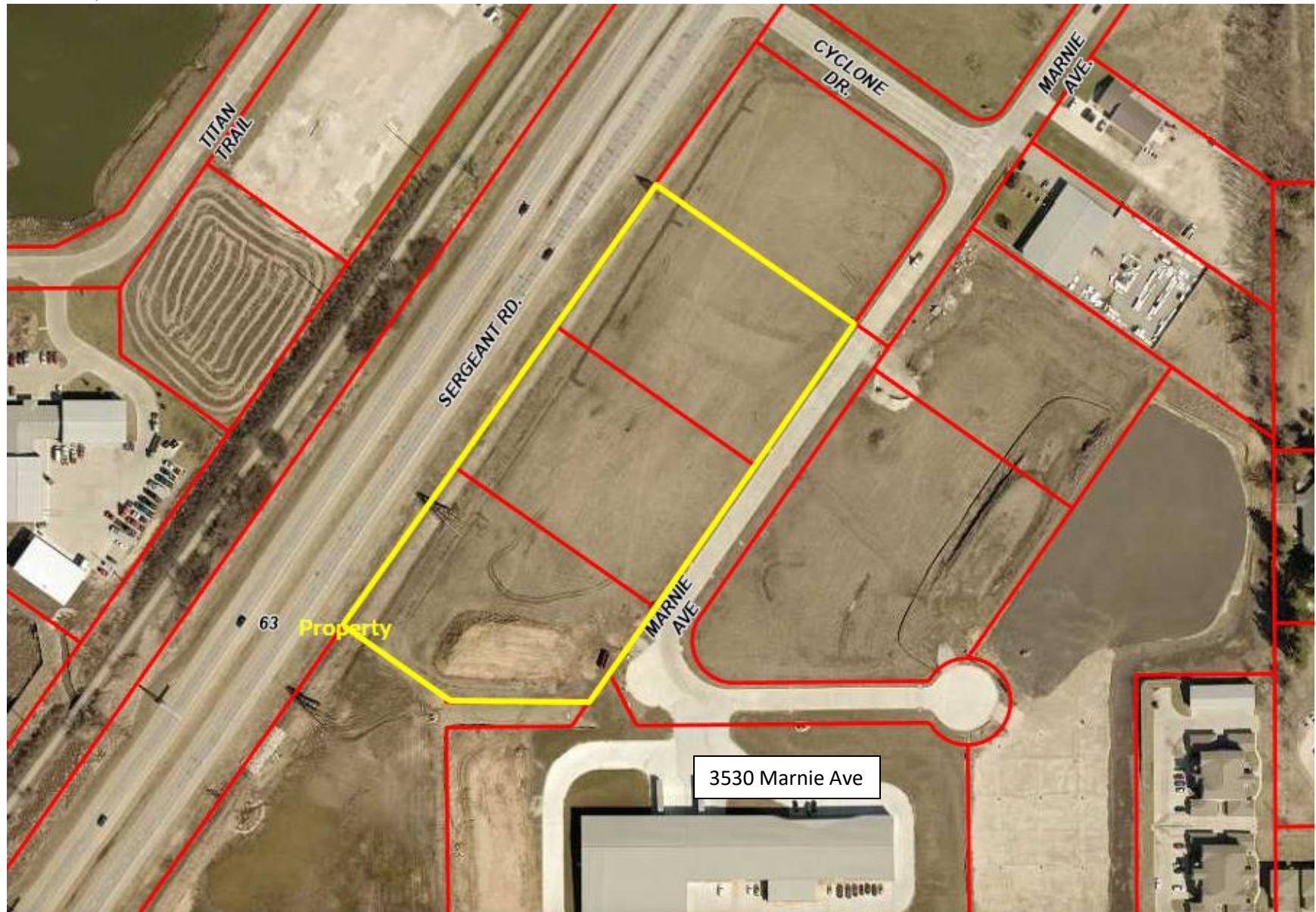
Notary Public

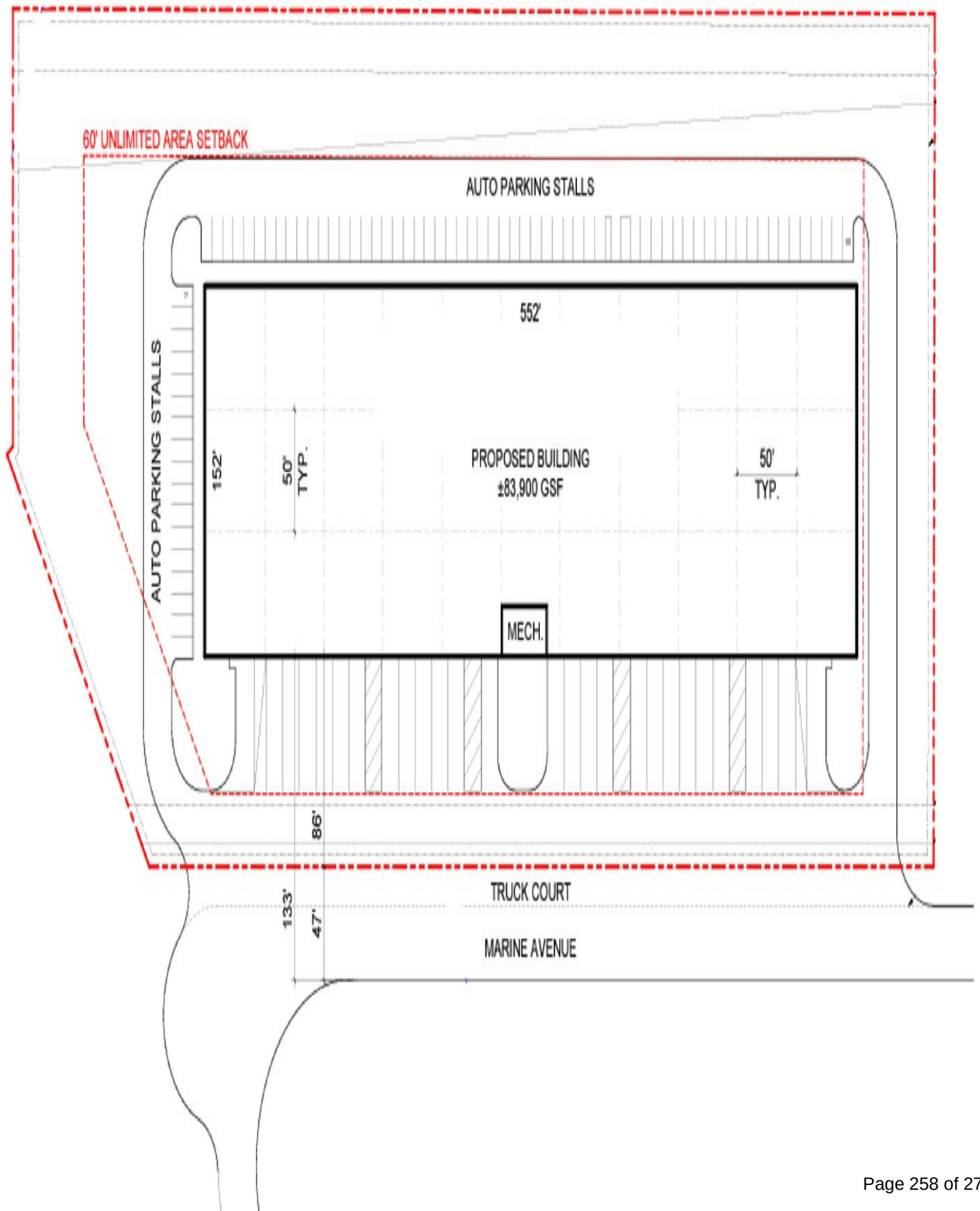
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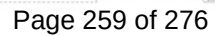
Truck Court Depiction

See attached.

Aerial Map









COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

City Clerk Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

An ordinance establishing a new Parklet Program.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Waterloo Parklet Ordinance - FINAL 1.12.2024

TITLE 3 – BUSINESS AND LICENSE REGULATIONS
CHAPTER 4 – BUSINESSES RELATING TO SALES
ARTICLE H – PARKLET

- 3-4H-1: DEFINITIONS:
- 3-4H-2: PURPOSE:
- 3-4H-3: RIGHT TO LIMIT:
- 3-4H-4: PERMIT REQUIRED:
- 3-4H-5: WHERE AND WHEN PERMISSIBLE:
- 3-4H-6: APPLICATION FOR PERMIT:
- 3-4H-7: ISSUANCE OF PERMIT:
- 3-4H-8: TRANSFERABILITY OF PERMIT:
- 3-4H-9: INSURANCE:
- 3-4H-10: LITTER:
- 3-4H-11: RESTRICTIONS ON SMOKING AND ALCOHOLIC BEVERAGES:
- 3-4H-12: PARKLET REGULATIONS FOR OPERATION AND CONSTRUCTION:
- 3-4H-13: TAXES, ASSESSMENTS; OPERATING COSTS AND UTILITY CHARGES:
- 3-4H-14: APPEAL:
- 3-4H-15: DENIAL, SUSPENSION, OR REVOCATION OF PERMIT:
- 3-4H-16: REMOVAL OF PARKLET:
- 3-4H-17: PENALTY:
- 3-4H-18: SEVERABILITY:

3-4H-1: DEFINITIONS:
A. Design Review: Materials used to define the perimeter of a parklet shall be subject to the approval of the Engineering Department. All other materials used in the construction of a parklet located in the downtown district shall be subject to the approval of the Main Street Waterloo Redevelopment Authority, in accordance with Section 2-2-3 of this Code.

B. ~~Downtown Entertainment District: The Downtown Entertainment District shall be on East 4th Street and West 4th Street from Franklin Street to Washington Street.~~Central Business District: The Central Business District shall include all properties in downtown Waterloo as described in Section 2-2-1 of this Code.

C. ~~Licensed Food Establishment:~~
A brick and mortar building located in the Central Business District selling food to customers and is required by the State of Iowa to hold a food establishment license, or a bar operating from a brick and mortar building in the Central Business District and is required by the State of Iowa to have a liquor license.
~~A business selling food to customers from a brick and mortar establishment in the Downtown Entertainment District and required by the State of Iowa to have a food establishment license.~~

D. Operator: The owner and/or employees of the permitted business responsible for operating, ~~and~~ maintaining, and serving customers of the parklet.

E. Parklet: The platform installed by a permittee over public parking spaces within the public right-of-way adjacent to a sidewalk area upon which tables, chairs, umbrellas, landscaping, benches and other accessory components and amenities may be placed. The term parklet, when permitted, also includes the ongoing obligation of maintenance, repair, operation and removal of the parklet improvements in accordance with the terms and conditions of this Article. Parklets shall be undertaken at the sole cost and expense of the permittee.

F. Permittee: Any individual, person, firm, corporation, partnership, or public entity and their agents and employees, which have been issued a permit under this A.

3-4H-2: PURPOSE:
This Article shall set forth regulations for any establishment operating a parklet in the Central Business District. ~~The establishment of a program for the siting, installation, construction, operation, use, maintenance and repair of parklets is designed and intended to facilitate the conversion of on-street parking spaces into an extension of services for licensed food establishments. Parklets are located within a public right-of-way, and may include tables, seating, umbrellas, landscaping, food and beverage service and sun shade, all of which are~~

~~intended to enhance the quality of the pedestrian experience. The program for parklets is designed to provide a path for merchants to take individual action in the development and beautification of the city's public realm and are further intended as an aesthetic enhancement to the streetscape.~~

3-4H-3: RIGHT TO LIMIT:

The city council shall, by resolution, have the right to limit the number of parklets allowed on one side of one city block in the ~~Downtown Entertainment~~Central Business District. ~~An licensed food~~ establishment may apply for a parklet permit and a sidewalk cafe permit. The city reserves the right to limit or prohibit such combination for the purpose of preserving public health and safety.

3-4H-4: PERMIT REQUIRED:

A. It shall be unlawful for any person to erect or operate a parklet within the city without first obtaining a permit from the city, and any other state or county permits, certifications, and licenses that may be required to operate ~~an licensed food~~ establishment on a parklet. A parklet, permitted and operated in accordance with this chapter shall not be considered an obstruction of a public right-of-way.

B. A permit for a parklet shall be issued only to the permittee who shall include, jointly and severally, (i) operator of the qualifying business and (ii) the fee simple owner of the real property upon which the qualifying business is located.

3-4H-5: WHERE AND WHEN PERMISSIBLE:

A parklet regulated under this Article shall be permitted as follows:

1. In the ~~downtown entertainment district~~Central Business District, ~~on East 4th Street and West 4th Street, bounded by Franklin Street and Washington Street.~~

2. Adjacent to the brick and mortar ~~licensed food service~~ establishment.

3. Where the parklet's operation is primary to and a part of the operation of its adjacent ~~licensed food~~ establishment.

~~4. Where a brick and mortar establishment is a licensed food establishment. Such establishment may also hold a State of Iowa Alcoholic Beverages license. An establishment with only a State of Iowa Alcoholic Beverages license shall be prohibited from obtaining a parklet permit.~~

~~5~~4. Parklets shall be sited along the curb line on streets where on-street parking spaces exist.

~~6~~5. Parklets shall not block access to public utilities, hydrants, sidewalks, alleys or driveways.

~~7~~6. ~~Provided the area in which t~~The parklet ~~is located shall~~ extends no farther than ten (10) feet past the limit of the street frontage of the ~~licensed food~~ establishment. The parklet may extend past the street frontage of the establishment with approval from the city. When determining whether to grant approval, city shall weigh available parking, needs of neighboring businesses, and whether such approval is recommended by Main Street Design Review Board. Approval of extending the parklet past the street frontage of the establishment must be obtained annually and made at the time of filing the application.

3-4H-6: APPLICATION FOR PERMIT:

A. Contents of Application: Applicants for a permit under this Article shall complete and submit to the city clerk an application, fees, and supporting documentation, all of which shall include but not be limited to the following information:

1. The name, phone number, and email address of the applicant.
2. The name, address, phone number, and email address of the business.

3. Proof of valid food service license(s) from the state and/or county health departments if selling/handling food and/or beverages for human consumption.
4. ~~A certificate~~[Certificates](#) of insurance and indemnification agreement as required in Section 3-4H-9 of this Article.
5. A drawing showing the layout and dimensions of the proposed parklet and adjacent property, including the structures to be located on the parklet, proposed location, size and number of tables, seating, umbrellas, location of entries, location of trees, parking meters, street signs, parking spaces utilized, vehicular travel lanes, sidewalk benches, trash receptacles, landscaping, utility boxes, fire hydrants, manholes, public utility valves or covers, storm sewer grates, poles, and other sidewalk obstruction either existing or proposed within twenty-five (25) feet of the parklet.
6. Photographs, drawings or manufacturer's brochures fully describing the appearance of all proposed tables, chairs, umbrellas or other objects relating to the parklet.
7. A plan for the maintenance and cleaning of the parklet license area; the tables and chairs located within the parklet area; and the disposal of any trash or debris generated from the operation and use of the parklet by the general public and patrons of the permittee.
8. Any permits or approvals required from any other governmental agency necessary to operate the parklet.
9. A non-refundable application fee of fifty dollars (\$50.00).

B. Filing: No application shall be accepted for filing and processing unless it conforms to the requirements of this Article. This includes a complete and true application, all of the required materials and information prescribed, and the appropriate application fee. [If an applicant submits a complete application for a sidewalk café and parklet to the city clerk, that conforms to the requirements of this section, the non-refundable application fee for such applications filed simultaneously shall be fifty dollars \(\\$50.00\).](#)

~~C. Timely Filing: An application shall be filed with the city clerk's office no later than February 1st of each year. The city reserves the right to reject any application not filed in a timely manner. The city clerk may charge an applicant a twenty dollar (\$20.00) fee for filing an incomplete application or for failing to timely file the application.~~

[C. Filing – New Application: An establishment filing an application for the first time may do so at any time during the year. Fees for such application and permit shall not be prorated. The city clerk may charge an applicant a twenty dollar \(\\$20.00\) fee for filing an incomplete application.](#)

[D. Filing – Renewal Applications and Timely Filing: A renewal application must be filed with the city clerk's office no later than February 1st of each year. The city reserves the right to reject any application not filed in a timely manner. The city clerk may charge an applicant a twenty dollar \(\\$20.00\) fee for filing an incomplete application or for failing to timely file the application.](#)

~~D~~[E.](#) Application Review: Upon receipt of the complete application as required by this Article, the city clerk shall forward the application to the Fire Department, Building Department, Planning, and Zoning Department, Engineering Department, and Police Department for review. [If the applicant does not hold a liquor license, the police department is not required to review the application.](#) Following approval by city departments, the city clerk shall forward the application to the Main Street Design Review Board for review and approval or denial.

[F. Approval or denial of a parklet application shall be at the discretion of the city clerk. Such discretion shall be exercised with due regard to public health, safety and welfare considerations. City departments may impose additional requirements in particular situations, when it is deemed to be necessary to ensure compliance with city ordinances.](#)

3-4H-7: ISSUANCE OF PERMIT:

A. If the city clerk finds the application is complete, fully executed, and made in conformance with Section 3-4H-6 of this Article, the application fee and all outstanding fees owed to the city are paid, and upon approval by all parties listed in Section 3-4H-6(E) of this Article, the city clerk shall inform the applicant that a permit may be issued subject to payment of a non-refundable permit fee of two hundred dollars (\$200.00). The fees listed in this section shall become effective on January 1, 2025.

B. Term of Permit: A permit shall be valid from April 1 through November 1.

C. Only responsible businesses will be allowed to renew. The city will determine if the business responsibly managed its parklet by the previous year's performance, calls for service, and compliance with city codes.

3-4H-8: TRANSFERABILITY OF PERMIT:

A permit issued under the provisions of this Article is not transferable in any situation to any person and is only applicable to the person filing the application.

3-4H-9: INSURANCE:

A. All ~~parklets~~permittees shall provide proof of and maintain current commercial general liability insurance having a minimum combined single limit of one million dollars (\$1,000,000.00). Workers' Compensation coverage of no less than the statutory requirement. A certificate of insurance shall be delivered to the city clerk prior to the issuance of a permit. The certificate of insurance shall list the City of Waterloo and its elected and appointed officials, officers, employees, and agents as named additional insureds on a primary and non-contributory basis, including a waiver of subrogation in favor of city, against any liabilities that may arise in connection with the operation of the mobile food business.

B. Apart from and separate from any insurance required under this section, the ~~permit holder~~permittee shall agree in writing to indemnify, defend, and hold the City of Waterloo and its assignees and employees harmless from all losses, damages, injuries, claims, demands, and expenses in any manner resulting from or arising out of the permitted operation of the parklet.

C. Permittees holding a liquor license shall be required to provide proof of dram shop insurance covering the permitted parklet area.

3-4H-10: LITTER:

The permittee shall be responsible for keeping the parklet area free of trash or litter, and collecting and removing daily all garbage, litter, and other debris in its immediate vicinity.

3-4H-11: RESTRICTIONS ON SMOKING AND ALCOHOLIC BEVERAGES:

~~Permittees~~Operators shall enforce the following prohibitions or restrictions:

1. Smoking tobacco or using an electronic smoking device at a parklet ~~is prohibited.~~may be permitted in accordance with the Iowa Smoke Free Air Act.

2. Alcoholic beverages may be served at parklets pursuant to a valid liquor control license, and in accordance with state and local alcoholic beverage control laws, provided the following additional requirements are met:

a. Patron entrance to and egress from the parklet shall be controlled by ~~staff~~operators of the establishment, who shall continuously monitor the parklet during times alcoholic beverages are being sold or consumed, and

b. No alcoholic beverages may be sold or served to patrons later than ~~10:00 p~~2:00 a.m. No person shall consume alcoholic beverages on the parklet after 2:00 a.m.

c. ~~Patrons~~ No person shall ~~not~~ be permitted to consume any alcoholic beverages within the parklet that were not purchased on the premises, and

d. ~~The establishment~~ Operators shall ensure that no ~~patron~~person loiters in the clear path of pedestrian travel. ~~while in possession of an alcoholic beverage.~~ Patrons may be in possession of an alcoholic beverage in the clear path of

pedestrian travel only for the purpose of moving to the parklet from the adjoining indoor restaurant or vice versa.

3-4H-12: PARKLET REGULATIONS FOR OPERATION AND CONSTRUCTION:

A. City departments listed in Section 3-4H-6(~~D~~E) shall have the authority to develop policies and standard requirements for parklet design and construction in addition to regulations listed in this Section, which shall be subject to approval by city council resolution.

B. The following regulations for operation and construction shall apply to all parklets:

1. Date and Time of Operation: A parklet may only operate from April 1 to November 1. Parklets shall not operate or allow patrons to congregate in the parklet between the hours of ~~10:00 p.m.~~2:00 a.m. and 6:00 a.m. daily. If a parklet is not in operation for the entire period, the annual permit fee shall not be prorated.

2. Location: All parklets may be located on a parking stall on public right-of-way in the ~~downtown entertainment~~Central Business district. Such area shall be immediately adjacent to the ~~licensed food~~establishment of which it is apart and, if the ~~licensed food~~establishment also has a sidewalk café, provide (5) feet of public right-of-way available for pedestrian traffic. Parklets shall be adjacent to an ~~licensed food~~establishment.

3. Barrier: Parklets shall have a three sided barrier. This barrier shall provide an aesthetically pleasing separation from surrounding uses as determined by standards set out in this ordinance and by requirements established by the Main Street Design Review Board.

4. Accessibility: Parklets shall be accessible from the permitted premises to which it is attached. No tables or chairs will be permitted within ten (10) feet of a pedestrian crosswalk. There shall be a distance separation of no less than two (2) feet separating the structure of the parklet and the adjacent travel lane. No portion of any object placed within the parklet boundary shall extend into an adjacent pedestrian sidewalk, without first obtaining approval from the city.

5. Occupancy: A parklet shall not exceed one person per ten (10) square feet of floor area accessible to the public.

6. Lighting: A Parklet shall be adequately lighted by use of non-obtrusive lighting, which shall not be directed toward any residential use, or the public street. Electrical extension cords shall be safely secured in a manner that mitigates tripping or other hazards.

7. Amplified ~~sound~~Sound equipment-Equipment: Amplified sound equipment may be permitted in accordance with the city noise ordinance.~~in a Parklet shall not be permitted. Compliance with the city noise ordinance shall be required.~~

8. Code Compliance: Parklets shall comply with appropriate building, housing, and fire codes and with all other applicable federal, state, and city statutes. The parklet shall be constructed and installed to conform to all applicable federal, state, or county laws or regulations. The permittee shall have the continuing obligation of compliance with the Americans with Disabilities Act, as same may be amended from time to time.

9. Inspections: The city shall inspect parklets at least once per year outside of the application process at the same time inspection of the adjacent permitted establishment occurs. The city may, at its discretion, inspect a parklet at any other time as deemed necessary to ensure compliance with city ordinances.

~~10. Approval or disapproval of a parklet application shall be at the discretion of the city clerk. Such discretion shall be exercised with due regard to public health, safety and welfare considerations. City departments may impose additional requirements in particular situations, when it is deemed to be necessary to ensure compliance with city ordinances.~~

~~11. Only responsible businesses will be allowed to renew. The city will determine if the business responsibly managed its parklet by the previous year's performance, calls for service, and compliance with city codes.~~

~~12~~10. Perimeter Changes: Any change to the perimeter of the parklet is subject to the approval of city departments listed in the application process and Main Street Design Review Board.

~~13~~11. Right-of-Way: Permittee shall preserve and protect all existing trees and plantings in the public right-of-way within the immediate vicinity of the parklet. Permittee shall be required to replace or mitigate entirely at permittee's expense, any damage to the public right-of-way or private property as a result of the parklet construction, installation, placement, operation, maintenance or removal.

~~14~~12. Fire Prevention: Awnings, umbrellas and other decorative material accessory to the parklet shall be fire retardant, pressure treated or manufactured of fire resistive material.

~~15~~13. Maintenance: Tables, chairs, umbrellas and any objects accessory to the parklet shall be maintained in a clean and attractive appearance, shall be in good state of repair at all times and shall be maintained in accordance with the approved maintenance plan and shall keep the landscaping and plants in a good, healthy and vibrant condition.

~~14~~~~16~~—Litter and Debris: The parklet shall be maintained in a neat and orderly appearance at all times and the area shall be cleared of all litter and debris on a periodic basis during the day, and again at the close of each business day in compliance with the approved maintenance plan.

~~17.—No tables or chairs will be permitted within ten (10) feet of a pedestrian crosswalk. There shall be a distance separation of no less than two (2) feet separating the structure of the parklet and the adjacent travel lane.~~

~~18.—The city may require the permittee to provide additional services beneath the parklet platform, including but not limited to pest abatement service and clearing of catch basin grates to allow proper storm drainage.~~

~~19.—No portion of any object placed within the parklet boundary shall extend into an adjacent pedestrian sidewalk, without first obtaining approval from the city.~~

~~20.—If the parklet includes planters, the planters shall be placed within the parklet boundaries but shall be secured to ensure that they do not move onto the adjacent sidewalk. No planters with wheels are to be permitted.~~

~~21~~15. Accessory Items and Planters: Tables, seating, umbrellas and any other items accessory to the parklet shall be of a quality design and lasting materials, and workmanship both to ensure the safety and convenience of the users and to be compatible with the uses in the immediate vicinity of the parklet. If the parklet includes planters, the planters shall be placed within the parklet boundaries but shall be secured to ensure that they do not move onto the adjacent sidewalk. No planters with wheels are to be permitted.

~~22.—Reflective elements are required at the outside corners of all parklets. Soft-hit posts are a standard solution deployed at the outside edges; however, the city shall consider and may require additional safety measures including flexible bollards, reflective elements or other solutions incorporated into the parklet design if warranted.~~

~~23~~16. Safety Requirements: The following safety measures shall be required for parklets:

~~a. For parklets in parallel parking spaces, a~~A three-foot wheel stop or other appropriate "stops" such as planters shall be installed one (1) foot from the curb at the edge of the front and back of parking spaces. When parklets are installed on a portion of a parallel parking space, wheel stops or other appropriate "stops" such as planters should be set back four (4) feet from the parklet.

b. Traffic safety devices, including but not limited to flexible bollards may be required depending on existing conditions and site layout to properly protect the parklet and its patrons. Parklets shall be required to have soft-hit posts, wheel stops and barriers on all edges of the parklet platform.

c. Reflective elements are required at the outside corners of all parklets. Soft-hit posts are a standard solution deployed at the outside edges; however, the city shall consider and may require additional safety measures including flexible bollards, reflective elements or other solutions incorporated into the parklet design if warranted.

~~24. Traffic safety devices, including but not limited to flexible bollards may be required depending on existing conditions and site layout to properly protect the parklet and its patrons.~~

2517. Fire Hydrant Clearance: Parklets shall not be permitted in front of a fire hydrant, over a manhole, public utility valve or cover. A clearance of ~~fifteen-three~~ (153) feet in either direction of the hydrant along the length of the street shall separate parklets from fire hydrants.

~~26. Parklets shall be required to have soft-hit posts, wheel stops and barriers on all edges of the parklet platform.~~

~~27. The parklet shall be constructed and installed to conform to all applicable federal, state, or county laws or regulations.~~

~~28. The permittee shall have the continuing obligation of compliance with the Americans with Disabilities Act, as same may be amended from time to time.~~

2918. Cost of Maintenance, Operation, and Compliance: The permittee shall, at its sole cost and expense, construct, operate, maintain, repair and remove the parklet and perform such acts and do such things as shall be lawfully required by any public body having jurisdiction over the parklet to install, construct, operate, use, maintain, and repair in order to comply with health and sanitary requirements, fire hazard requirements, zoning requirements, building code requirements, city engineering standards, environmental requirements and other similar regulatory requirements. The city may require the permittee to provide additional services beneath the parklet platform, including but not limited to pest abatement service and clearing of catch basin grates to allow proper storm drainage. Such requirements shall be at the sole cost of the permittee.

3-4H-13: TAXES, ASSESSMENTS; OPERATING COSTS AND UTILITY CHARGES:
The permittee shall pay or cause to be paid all applicable real estate taxes, assessments and other similar payments, usual or unusual, extraordinary as well as ordinary, which shall during the term be imposed upon, become due and payable, or become a lien upon the parklet or any part thereof, but specifically limited to such taxes or assessments which accrue after the effective date of the parklet permit. Permittee shall, upon request, exhibit a receipt for such payments to the City. Further, permittee shall pay or cause to be paid all operating expenses, such as those for light, electricity, charges for water, and all costs attributable to the maintenance and operation of all parklet improvements to be erected within the license area for the parklet or landscaping related thereto.

3-4H-14: APPEAL:

A person may appeal a decision of the city clerk to deny an application by filing a written appeal to the office of the city clerk within fourteen (14) days of the date of the decision. An administrative fee of fifty dollars (\$50.00) shall be paid at the time the appeal is filed. Failure to file the appeal and pay the administrative fee shall constitute a waiver of the right to a hearing, and the denial shall thereupon become final. If the written appeal and administrative fee are filed in conformance with this section, a hearing shall be scheduled and conducted pursuant to 3-4H-15(B).

3-4H-15: DENIAL, SUSPENSION, OR REVOCATION OF PERMIT:

A. Any permit issued under the provisions of this Article may be denied, suspended, or revoked by the city clerk as follows:

1. Violation of any provision of this Article, any other section of this Code, or has otherwise conducted business in an unlawful manner.
2. Fraud, misrepresentation, or false statements made in securing a permit and made in the course of the applicant's business.
3. Failure to cooperate with all reasonable requests of any official of the city.
4. A permittee or employee of a permittee selling any unwholesome or tainted food or food products.

5. Failure of any permittee to maintain the appropriate insurance, or county, state, and federal licenses and permits, during the term of the permit.
7. Failure to pay on time any fee owed to the city.
8. Being deemed a chronic nuisance property pursuant to Title 5, Chapter 5 of this Code.
9. Failing to pass an inspection or remedy inspection violations in a timely manner.

B. Upon receipt of information alleging grounds exist to deny, suspend, or revoke a parklet permit, or a written appeal and administrative fee have been received at the office of the city clerk, the city clerk shall cause a notice to be sent by ordinary mail to the applicant or permittee at the address noted in the application. Said notice shall state that a hearing has been set before the city council not more than thirty (30) days from the date of the notice. The notice shall include the reason and grounds for the hearing, the date and time of the hearing, and the place where the hearing will be conducted. Upon such hearing, if the city council determines that one or more of such grounds do exist, it may suspend or revoke an existing permit or uphold a decision to deny a permit. A suspension shall constitute a minimum period of fourteen (14) calendar days from the date of the hearing, during which period the permittee may not conduct any business. In the event such permit is revoked, no parklet permit shall be issued to the permittee for one (1) subsequent parklet season following the revocation.

C. A permittee shall, within five (5) calendar days from the date of revocation, remove the parklet. If the permittee files an appeal, such parklet may remain in operation through the appeal process. If the permittee loses the appeal, the permittee shall at its own expense, remove the parklet within five (5) calendar days of the date of the denial of the appeal.

D. In the event of revocation, the city clerk shall notify the Iowa Beer and Liquor Control Department. The permit holder may appeal the revocation to the Iowa Beer and Liquor Control Department Hearing board, pursuant to Section 123.32, Code of Iowa. Revocation or suspension of authorization by the city of operation of a parklet shall not affect the licensing of the principal establishment, unless separate action to suspend or revoke that license or permit is also initiated by the City Council.

3-4H-16: REMOVAL OF PARKLET:

The city reserves the right to require a parklet to temporarily suspend or cease operation or remove the parklet for an emergency or any other reason so that the city may access public right of way. The cost to remove and clean up a parklet shall be at the permittee's expense. In the event of city infrastructure causes damage to the parklet, the city shall not be liable for such damage. Parklets shall be removed within five (5) business days of the expiration of the permit. If the permittee fails to remove the parklet when directed by the city or within fourteen (14) days after the expiration of the permit, the city may remove the parklet and the cost thereof shall be assessed against the adjacent property.

3-4H-17: PENALTY:

Any person who violates any of the provisions of this Article shall be guilty of a municipal infraction and fined as provided in subsection 1-3-2 of this Code.

3-4H-18: SEVERABILITY:

If any provision or clause of this Article or its application to any person or in any circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Article, which can be given effect without the invalid provision, or application, and to this end, the provisions of this Article shall be severable.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Kelley Felchle, City Clerk
City Clerk Department

MEETING DATE

January 16, 2024

AGENDA ITEM TITLE

An ordinance establishing a new Sidewalk Cafe Program.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

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SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Waterloo Sidewalk Cafe Ordinance - FINAL 1.12.2024

TITLE 3 – BUSINESS AND LICENSE REGULATIONS
CHAPTER 4 – BUSINESSES RELATING TO SALES
ARTICLE G – SIDEWALK CAFÉ

- 3-4G-1: DEFINITIONS:
- 3-4G-2: PURPOSE:
- 3-4G-3: RIGHT TO LIMIT:
- 3-4G-4: PERMIT REQUIRED:
- 3-4G-5: WHERE AND WHEN PERMISSIBLE:
- 3-4G-6: APPLICATION FOR PERMIT:
- 3-4G-7: ISSUANCE OF PERMIT:
- 3-4G-8: TRANSFERABILITY OF PERMIT:
- 3-4G-9: INSURANCE:
- 3-4G-10: LITTER:
- 3-4G-11: RESTRICTIONS ON SMOKING AND ALCOHOLIC BEVERAGES:
- 3-4G-12: SIDEWALK CAFÉ REGULATIONS FOR OPERATION AND CONSTRUCTION:
- 3-4G-13: APPEAL:
- 3-4G-14: DENIAL, SUSPENSION, OR REVOCATION OF PERMIT:
- 3-4G-15: REMOVAL OF SIDEWALK CAFÉ:
- 3-4G-16: PENALTY:
- 3-4G-17: SEVERABILITY:
- ~~3-4G-17: EFFECTIVE DATE:~~

- 3-4G-1: DEFINITIONS:
 - A. Central Business District: The Central Business District shall include all properties in downtown Waterloo as described in Section 2-2-1 of this Code.
 - B. Design Review: Materials used to define the perimeter of a sidewalk café in the Central Business District shall be subject to the approval of the Engineering Department and the Main Street Waterloo Redevelopment Authority, in accordance with Section 2-2-3 of this Code.
 - C. Establishment: A brick and mortar building located in the Central Business District selling food to customers and is required by the State of Iowa to hold a food establishment license, or a bar operating from a brick and mortar building in the Central Business District and is required by the State of Iowa to have a liquor license.
 - D. Operator: The owner and/or employees of the establishment responsible for operating, ~~and~~ maintaining, and serving customers of the sidewalk café.
 - E. Sidewalk Café: Any group of tables and/or chairs, and its authorized decorative and accessory devices and barriers, situated and maintained upon the public sidewalk for use in connection with operating an establishment. The sidewalk café shall be attached and adjacent to the establishment. Sidewalk cafes shall be constructed, maintained, and removed at the sole cost and expense of the permittee.
 - F. Permittee: Any individual, person, firm, corporation, partnership, or public entity and their agents and employees, which have been issued a permit under this Article.

3-4G-2: PURPOSE:
This Article shall set forth regulations for any establishment operating a sidewalk café in the Central Business District.

3-4G-3: RIGHT TO LIMIT:
The city council ~~may~~shall, by resolution, have the right to limit the number of sidewalk cafes allowed in the Central Business District. An establishment may apply for a sidewalk café permit and a parklet permit. The city reserves the right to limit or prohibit such combination for the purpose of preserving public health and safety.

3-4G-4: PERMIT REQUIRED:
A. It shall be unlawful for any person to erect or operate a sidewalk café within the city without first obtaining a permit from the city, and any other state or county permits, certifications, and licenses that may be required to operate an establishment on a sidewalk café. A sidewalk café,

permitted and operated in accordance with this Article shall not be considered an obstruction of the public right-of-way.

B. A permit for a sidewalk café shall be issued only to the permittee who shall include, jointly and severally, (i) the operator of the establishment and (ii) the fee simple owner of the real property upon which the establishment is located.

3-4G-5: WHERE AND WHEN PERMISSIBLE:

A sidewalk cafe regulated under this Article shall be permitted as follows:

1. Is located in the Central Business District.
2. Attached and adjacent to the establishment. If not attached and adjacent to the establishment, the perimeter of the café shall be within five (5) feet of the façade of the establishment.
3. Where the sidewalk cafe's operation is primary to and a part of the operation of its adjacent establishment.
4. Provided the area in which the sidewalk café is located extends no farther along the sidewalk's length than the actual sidewalk frontage of the establishment. The sidewalk café may extend into the frontage of a neighboring establishment with written permission from the neighboring deed holder and lessee of such deed holder. Such permission must be obtained annually and provided to the city at the time of filing an application.

3-4G-6: APPLICATION FOR PERMIT:

A. Contents of Application: Applicants for a permit under this Article shall complete and submit to the city clerk an application, fees, and supporting documentation, all of which shall include but not be limited to the following information:

1. The name, phone number, and email address of the applicant.
2. The name, address, phone number, and email address of the establishment.
3. Proof of valid food service license(s) from the state and/or county health departments if selling/handling food and/or beverages for human consumption. License number of current liquor license.
4. ~~A certificate~~Certificates of insurance and indemnification agreement as required in Section 3-4G-9 of this Article.
5. A drawing showing the layout and dimensions of the proposed sidewalk café area, including size and number of tables, seating, umbrellas, location of entries to the sidewalk café. The drawing must also show the location of trees, sidewalk benches, trash receptacles, landscaping, utility boxes, fire hydrants, poles, and other sidewalk obstructions, either existing or proposed, near the sidewalk café area.
6. Photographs, drawings, or manufacturer's brochures fully describing the appearance of all proposed tables, chairs, umbrellas or other objects relating to the sidewalk café.
7. A plan for the maintenance and cleaning of the sidewalk café including the disposal of any trash or debris generated from the operation and use of the sidewalk café by patrons of the permittee.
8. A non-refundable application fee of fifty dollars (\$50.00).

B. Filing: No application shall be accepted for filing and processing unless it conforms to the requirements of this Article. This includes a complete and true application, all of the required materials and information prescribed, and the appropriate application fee. If an applicant submits a complete application for a sidewalk café and parklet to the city clerk, that conforms to

the requirements of this section, the non-refundable application fee for such applications filed simultaneously shall be fifty dollars (\$50.00).

C. Filing – New Application: An establishment filing an application for the first time may do so at any time during the year. Fees for such application and permit shall not be prorated. The city clerk may charge an applicant a twenty dollar (\$20.00) fee for filing an incomplete application.

D. Filing – Renewal Applications and Timely Filing: ~~An~~ A renewal application must be filed with the city clerk's office no later than February 1st of each year. The city reserves the right to reject any application not filed in a timely manner. The city clerk may charge an applicant a twenty dollar (\$20.00) fee for filing an incomplete application or for failing to timely file the application. ~~Any new business that opens after the timely filing date may submit a new application. Fees for such application and permit shall not be prorated.~~

~~D~~E. Application Review: Upon receipt of the complete application as required by this Article, the city clerk shall forward the application to the Fire Department, Building Department, Planning and Zoning Department, Engineering Department, and Police Department for review and approval or denial. If the applicant does not hold a liquor license, the police department is not required to review the application. Following approval by city departments, the city clerk shall forward the application to the Main Street Design Review Board for review and approval or denial.

F. Approval or denial of a sidewalk café application shall be at the discretion of the city clerk. Such discretion shall be exercised with due regard to public health, safety and welfare considerations. City departments may impose additional requirements in particular situations, when it is deemed to be necessary to ensure compliance with city ordinances public health, safety, or welfare.

3-4G-7: ISSUANCE OF PERMIT:

A. If the city clerk finds the application is complete, fully executed, made in conformance with Section 3-4G-6 of this Article, the application fee and all outstanding fees owed to the city are paid, and upon approval by all parties listed in Section 3-4G-6(~~D~~E) of this Article, the city clerk shall inform the applicant that a permit may be issued subject to payment of a non-refundable permit fee. Permit fees for sidewalk cafes with a liquor license shall be ~~of~~ one hundred dollars (\$100.00). Sidewalk cafes without a liquor license shall receive a permit at no cost. At such time the applicant is issued a liquor license, if such issuance occurs during the permit period, a permit fee of one hundred dollars (\$100.00) shall be charged. The fees listed in this section shall become effective on January 1, 2025.

B. Term of Permit: A permit shall be valid from April 1 through November 1.

~~C. Approval or denial of a sidewalk café application shall be at the discretion of the city clerk. Such discretion shall be exercised with due regard to public health, safety and welfare considerations. City departments may impose additional requirements in particular situations, when it is deemed to be necessary to ensure compliance with city ordinances public health, safety, or welfare.~~

C. Only responsible businesses will be allowed to renew. The city will determine if the business responsibly managed its sidewalk cafe by the previous year's performance, calls for service, and compliance with city codes.

3-4G-8: TRANSFERABILITY OF PERMIT:

A permit issued under the provisions of this Article is not transferable in any situation to any person and is only applicable to the person filing the application.

3-4G-9: INSURANCE:

A. All ~~sidewalk cafes~~ permittees shall provide proof of and maintain current commercial general liability insurance having a minimum combined single limit of one million dollars (\$1,000,000.00), and Workers' Compensation coverage of no less than the statutory requirement. A certificate of insurance shall be delivered to the city clerk prior to the issuance of a permit. The certificate of insurance shall list the City of Waterloo and its elected and appointed officials, officers, employees, and agents as named additional insureds on a primary and non-contributory

basis, including a waiver of subrogation in favor of city, against any liabilities that may arise in connection with the operation of the sidewalk café.

B. Apart from and separate from any insurance required under this section, the ~~permit holder~~permittee shall agree in writing to indemnify, defend, and hold the City of Waterloo and its assignees and employees harmless from all losses, damages, injuries, claims, demands, and expenses in a manner resulting from or arising out of the permitted operation of the sidewalk café.

C. Permittees holding a liquor license shall be required to provide proof of dram shop insurance covering the permitted sidewalk cafe area.

3-4G-10: LITTER:

The permittee shall be responsible for keeping the sidewalk cafe area free of trash or litter, and collecting and removing daily all garbage, litter, and other debris in its immediate vicinity.

3-4G-11: RESTRICTIONS ON SMOKING AND ALCOHOLIC BEVERAGES:

~~Permittees~~Operators shall enforce the following prohibitions or restrictions:

1. Smoking tobacco or using an electronic smoking device at a sidewalk café ~~is prohibited~~may be permitted in accordance with the Iowa Smoke Free Air Act.
2. Alcoholic beverages may be served at sidewalk cafes pursuant to a valid liquor control license, and in accordance with state and local alcoholic beverage control laws, provided the following requirements are met:
 - a. Patron entrance to and egress from the sidewalk café shall be controlled by ~~staff~~operators of the establishment, who shall monitor the sidewalk café during times alcoholic beverages are being sold or consumed, and
 - b. No alcoholic beverages may be sold or served to patrons ~~seated on the sidewalk café~~ later than ~~11:00 p.m~~2:00 a.m.. No person shall consume alcoholic beverages on the sidewalk café after ~~11:00 p.m~~2:00 a.m.
 - c. No person shall be permitted to consume any alcoholic beverages ~~on~~with the sidewalk café that were not purchased on the premises, and
 - d. ~~The permittee~~Operators shall ensure that no person loiters in the clear path of pedestrian travel. Patrons may be in possession of an alcoholic beverage in the clear path of pedestrian travel only for the purpose of moving to the sidewalk café from the establishment or vice versa.

3-4G-12: SIDEWALK CAFÉ REGULATIONS FOR OPERATION AND CONSTRUCTION:

A. City departments listed in Section 3-4G-6(~~DE~~) shall have the authority to develop policies and standard requirements for sidewalk café design and construction in addition to regulations listed in this Section or this Code, which shall be subject to approval by city council resolution.

B. The following regulations for operation and construction shall apply to all sidewalk cafes:

1. Date and Time of Operation: A sidewalk café may only operate from April 1 to November 1. Sidewalk cafes shall not operate or allow patrons to congregate in the sidewalk café between the hours of ~~11:00 p.m~~2:00 a.m. and 6:00 a.m. daily. If a sidewalk café is not in operation for the entire permit period, the annual permit fee shall not be prorated or refunded.
2. Location: All sidewalk cafes may be located on public right-of-way in the Central Business District. Such area must be immediately adjacent and attached to the establishment of which it is a part and provide a minimum of (5) feet of public right-of-way available for pedestrian traffic.
3. Perimeter: Sidewalk Cafes shall be aesthetically separated on three sides. This separation does not need to be of solid material but must provide an aesthetically pleasing separation

from surrounding uses as determined by the city and Main Street Design Review Board. No portion of any object placed within the sidewalk cafe boundary shall extend onto the adjacent pedestrian sidewalk, without first obtaining approval from the city.

4. Accessibility: The permittee shall have continuing obligation of compliance with the Americans with Disabilities Act, as the same may be amended from time to time. Sidewalk cafes shall be accessible from the permitted premises to which it is attached and shall not obstruct pedestrian accessibility on the public sidewalk around the sidewalk café.
5. Occupancy: Sidewalk café occupancy shall be determined by the fire marshal, in accordance with the International Fire Code.
6. Lighting: A Sidewalk Café shall be adequately lighted by use of non-obtrusive lighting, which shall not be directed toward any residential use or the public street. [Electrical extension cords shall be safely secured in a manner that mitigates tripping or other hazards.](#)
7. Amplified Sound Equipment: Amplified sound equipment may be permitted in accordance with the city noise ordinance.
8. Inspections: The city may inspect sidewalk cafes at least once per year outside of the application process at the same time inspection of the adjacent permitted establishment occurs. The city may, at its discretion, inspect a sidewalk café at any other time as deemed necessary to ensure compliance with city ordinances. Sidewalk Cafes shall comply with appropriate building, housing, and fire codes and with all other applicable state and city statutes.
9. Design Changes: Any change to the perimeter of the sidewalk café during the duration of the permit is subject to the approval of city departments and Main Street Design Review Board.
10. Damage to Public Property: Permittee shall be required to replace or mitigate entirely at permittee's expense, any damage to the public right-of-way, including existing trees, plantings, etc., resulting from construction, installation, placement, operation, maintenance or removal of the sidewalk cafe. If the permittee fails to make such repairs when directed by the city, the city may make the repairs and the cost thereof shall be assessed against the adjacent property.
11. Maintenance: Tables, chairs, umbrellas and any objects accessory to the sidewalk café shall be maintained in a clean and attractive appearance, shall be in good state of repair at all times and shall be maintained in accordance with the approved maintenance plan. The sidewalk café shall be maintained in a neat and orderly appearance at all times and the area shall be cleared of all debris on a periodic basis during the day, and again at the close of each business day in compliance with the approved maintenance plan.
12. Table, Chair, and Umbrella Materials: Awnings, umbrellas and other decorative material accessory to the sidewalk café shall be fire retardant, pressure treated or manufactured of fire resistive material. Tables, seating, umbrellas and any other items accessory to the sidewalk cafe shall be of a quality design and lasting materials, and workmanship both to ensure the safety and convenience of the users and to be compatible with the uses in the immediate vicinity of the sidewalk café.
- ~~12.13.~~ [Any sidewalk café with a permanent fence installed prior to the effective date of this section that does not conform to the requirements of this Article shall be permitted to remain in place. If the permanent fencing of the sidewalk café is removed, any such replacement shall comply with this Article.](#)

3-4G-13: APPEAL:

A decision by the city clerk to deny, suspend, or revoke a permit shall be issued by written notice delivered by regular mail or electronic mail. A person may appeal a decision of the city clerk to deny, suspend, or revoke a permit by filing a written appeal to the office of the city clerk within fourteen (14) days of the date of the decision. An administrative fee of fifty dollars (\$50.00) shall be paid at the time the appeal is filed. Failure to timely file the appeal and pay the administrative fee shall constitute a waiver of the right to a hearing, and the decision shall thereupon become final. If the written appeal and administrative fee are filed in conformance with this section, a hearing shall be scheduled and conducted pursuant to 3-4G-14(B).

3-4G-14: DENIAL, SUSPENSION, OR REVOCATION OF PERMIT:

A. Any permit applied for or issued under the provisions of this Article may be denied, suspended, or revoked by the city clerk as follows:

1. Violation of any provision of this Article, any other section of this Code, or otherwise conducting business in an unlawful manner.
2. Fraud, misrepresentation, or false statements made in securing a permit and made in the course of the applicant's business.
3. Failure to cooperate with reasonable requests of any official of the city.
4. Failure of any permittee to maintain the appropriate insurance, or county, state, and federal licenses and permits, during the term of the permit.
5. Failure to pay on time any fee owed to the city.
6. Creating a public safety nuisance pursuant to Title 5, Chapter 5 of this code.
7. Failing to pass an inspection or remedy inspection violations in a timely manner.

B. Once a timely written appeal and administrative fee have been received at the office of the city clerk, the city clerk shall cause a notice to be sent by ordinary mail to the applicant or permittee at the address noted in the application. Said notice shall state that a hearing has been set before the city council not more than thirty (30) days from the date of the notice. The notice shall include the reason and grounds for the hearing, the date and time of the hearing, and the place where the hearing will be conducted. Upon such hearing, if the city council determines grounds do exist, it may uphold suspending revoking, or denying a permit.

C. Suspension: A suspension shall be for a minimum period of fourteen (14) calendar days. The suspension shall commence either after the appeal period has expired or the day immediately following the date of the hearing before city council, at which time the permittee shall immediately cease operation on the sidewalk cafe. During the suspension, the permittee shall not conduct any business on the sidewalk cafe.

D. Revocation: The revocation shall commence either after the appeal period has expired or the day immediately following the date of the hearing before city council, at which time the permittee shall immediately cease operation on the sidewalk cafe. If the permittee files an appeal, such sidewalk café may remain in operation through the appeal process. If the permittee loses the appeal, the permittee shall at its own expense, remove the sidewalk café within five (5) calendar days of the date of the denial of the appeal. In the event such permit is revoked, no sidewalk cafe permit shall be issued to the permittee for one (1) subsequent sidewalk café season following the revocation.

E. Liquor License: In the event of revocation, the city clerk shall notify the Iowa Alcoholic Beverages Division. The permit holder may appeal the revocation to the Iowa Alcoholic Beverages Division Hearing board, pursuant to Section 123.32, Code of Iowa, or any other applicable code section. Revocation or suspension of authorization by the city of operation of a sidewalk café shall not affect the licensing of the principal establishment, unless separate action to suspend or revoke that license or permit is also initiated by the City Council.

3-4G-15: REMOVAL OF SIDEWALK CAFÉ:

The city reserves the right to require a sidewalk café to temporarily suspend or cease operation or remove the sidewalk café for an emergency or any other reason so that the city may access public right of way. The cost to remove and clean up a sidewalk café shall be at the permittee’s expense. In the event of city infrastructure causes damage to the sidewalk café, the city shall not be liable for such damage. Sidewalk cafes shall be removed within five (5) business days of the expiration of the permit. If the permittee fails to remove the sidewalk café when directed by the city or within fourteen (14) days after the expiration of the permit, the city may remove the sidewalk café and the cost thereof shall be assessed against the adjacent property.

3-4G-16: PENALTY:

Any person or establishment that violates any of the provisions of this Article shall be guilty of a municipal infraction and fined as provided in subsection 1-3-2 of this Code.

3-4G-17: SEVERABILITY:

If any provision or clause of this Article or its application to any person or establishment in any circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Article, which can be given effect without the invalid provision, or application, and to this end, the provisions of this Article shall be severable.

~~3-4G-17: EFFECTIVE DATE:~~

~~This Article shall be in full force and effect on January 1, 2024.~~