



**THE CITY COUNCIL OF WATERLOO, IOWA
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, February 5, 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, Steve Simon, at Large Council Member.

Approval of Agenda, as proposed or amended.

Approval of Minutes of January 16, 2024, as proposed or amended.

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 the request by Gary Kilpatrick, for tax exemptions on the construction of a new single family home valued at \$341,000.00, for property located at 110 Axlewood Drive and located in the Consolidated Urban Revitalization Area (CURA).
3. Resolution approving the request by Miguel Garcia, for tax exemptions on the construction of a new single family home valued at \$309,342.00, for property located at 113 Coral Drive and located in the Consolidated Urban Revitalization Area (CURA).
4. Resolution approving the request by JSA Development, LLC, for tax exemptions on the improvements to a residential apartment unit valued at \$80,000.00, for property located at 708 Jefferson Street Unit 1 and located in the Consolidated Urban Revitalization Area (CURA).
5. Resolution approving the request by JSA Development, LLC, for tax exemptions on the improvements to a residential apartment unit valued at \$80,000.00, for property located at 708 Jefferson Street Unit 3 and located in the Consolidated Urban Revitalization Area (CURA).
6. Resolution approving the request by JSA Development, LLC, for tax exemptions on the improvements to a residential apartment unit valued at \$80,000.00, for property located at 708 Jefferson Street Unit 2 and located in the Consolidated Urban Revitalization Area (CURA).
7. Resolution approving the request by JSA Development, LLC, for tax exemptions on the improvements to a residential apartment unit valued at \$80,000.00, for property located at 708 Jefferson Street Unit 4 and located in the Consolidated Urban Revitalization Area (CURA).
8. Resolution approving the request by ACO Construction, for tax exemptions on the construction of a new single family home valued at \$180,000.00, for property located at 4429 Charm Drive and located in the City Limits Urban Revitalization Area (CLURA).

9. Resolution approving the request by Skogman Homes, for tax exemptions on the construction of a new twin home unit valued at \$339,999.00, for property located at 3375 Lincolnshire Road and located in the City Limits Urban Revitalization Area (CLURA).
10. Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4153 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).
11. Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4155 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).
12. Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4152 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).
13. Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4154 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).
14. Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4158 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).
15. Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4156 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).
16. Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4402 Mourning Dove Drive and located in the City Limits Urban Revitalization Area (CLURA).
17. Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4400 Mourning Dove Drive and located in the City Limits Urban Revitalization Area (CLURA).
18. Resolution approving the submission of an AFG grant application and financial hardship waiver by the Waterloo Fire Department for \$1.2 Million, for Cancer Prevention Initiatives.
19. Resolution approving a Memorandum of Understanding between the Iowa Department of Administrative Services and Waterloo Fire Rescue, and authorizing the Fire Chief to execute said document.
20. Resolution approving preliminary plans, specifications, bid documents, etc., setting the date of bid opening as February 29, 2024, and date of public hearing as March 4, 2024, in conjunction with the FY 2024 CIPP Ph IVB1 Project, Contract No. 1102, and directing the City Clerk to publish notice.

21. Resolution setting a date of public hearing as February 19, 2024, to approve the sale of property located east of 408 Florence Street in three parts, in the amount of \$70.00 plus publishing and recording costs for each part, including a part to Jorge Garcia Villa, a part to Jose Guzman and Elvia Ramirez and a part to Catalina and Paulino Sanchez, and instruct the City Clerk to publish notice.
22. Resolution setting a date of public hearing as February 19, 2024, to approve a request by Jayson Vaughn to vacate an eight-foot by eight inch utility easement to allow for the construction of an accessory structure in the "R-2" One and Two Family Residence District located at 109 Oak Ridge Road, and instruct the City Clerk to publish notice.
23. Resolution setting a date of public hearing as February 19, 2024, for the sale and conveyance of city-owned property to NADROJ Realty, LLC, in the amount of \$1.00, with a Development and Minimum Assessment Agreement in the amount of \$1,800,000.00, for the construction of an industrial building of approximately 46,080 square foot, located south of 115 Warp Drive, and instruct the City Clerk to publish notice.
24. Resolution setting a date of public hearing as February 19, 2024, for a request by Turnkey Associates, on behalf of the House of Hope, to rezone 0.28 acres from "R-4" Multiple Residence District to "C-1" Neighborhood Commercial District, to allow for the construction of a 6,200 square foot office building addition, located southwest of 845 West 4th Street, and instructing the City Clerk to public notice.
25. Resolution setting a date of public hearing as February 19, 2024, on the Authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$8,500,000.00 Sewer Revenue Capital Loan Notes of the City of Waterloo, State of Iowa, and instruct the City Clerk to publish notice.
26. Resolutions setting the date of public hearing as March 4, 2024, on the proposed issuance of the following bonds and instruct the City Clerk to publish notice. (Details on projects covered by each hearing are on file for review.)
 - (a) ECP-1 - Not to Exceed \$4,200,000.00 General Obligation Bonds (Essential Corporate Purpose).
 - (b) GCP-2 - Not to exceed \$700,000.00 General Obligation Bonds (General Corporate Purpose).
 - (c) GCP-3 - Not to exceed \$700,000.00 General Obligation Bonds (General Corporate Purpose).
 - (d) GCP-4 - Not to exceed \$700,000.00 General Obligation Bonds (General Corporate Purpose).
27. Resolution approving Amendment No. 3 to the Customer Agreement originally executed on August 17, 2017, for an automated red light and speed enforcement program with SensysGatso of Beverly, Massachusetts, and authorizing the Mayor to execute said document.
28. Resolution approving award of bid to Price Industrial Electric, Inc., of Robins, Iowa, in the amount of \$2,095,065.57, approving the contract, bond and certificate of insurance, in

conjunction with the FY 2024 Fiber-Optic Outside Plant (OSP), Economic Development Administration (EDA) Award Number 05-79-06185, Contract No. 1086, and authorizing the Mayor and City Clerk to execute said document.

29. Resolution approving award of bid to Peters Construction Corporation of Waterloo, Iowa in the amount of \$98,942.10, approving the contract, bonds, and certificate of insurance, in conjunction with the Airport CARES Maintenance Grant, AIP 3-19-0094-048, Hangar No. 4 Mold Remediation Project, and authorizing the Mayor and City Clerk to execute said documents.
30. Motion to approve Final Quantity Summary with Brock Even Construction, LLC, of Jesup, Iowa, for a net increase of \$26,725.40, in conjunction with the FY 2024 Sidewalk Infill, Sidewalk Ramp and Trail Repair Program - Zone 3, Contract No. 1079, and authorizing the Mayor and City Clerk to execute said document.
31. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Brock Even Construction, LLC, of Jesup, Iowa, in the amount of \$293,984.51, in conjunction with the FY 2024 Sidewalk Infill, Sidewalk Ramp and Trail Repair Program - Zone 3, Contract No. 1079, and receive and file a two-year maintenance bond.
32. Resolution approving the donation of K-9 "Niko" to his handler, Albert Bovy.
33. Resolution approving the donation of K9 "Axe" to his handler, Sergeant Jordan Ehlers.
34. Motion to approve Change Order No. 1 with FM Controls, of Fort Dodge, Iowa, for a net increase of \$16,680.00, in conjunction with the Airport CARES HVAC Project, AIP Grant No. 3-19-0094-048, and authorize the Airport Director to execute said document.
35. Motion to approve appointment of Tyler M. Weber from the current Civil Service List to the position of Sewer Maintenance Worker in the Waste Management Services Department, effective February 6, 2024, pending pre-employment physical and drug testing.
36. Motion to approve the appointment of Tina Schellhorn from the current Civil Service List to the position of Associate Traffic Engineer in the Traffic Department, effective February 6, 2024.
37. **Eric Ritland** Board/Commission: Cultural & Arts Commission Expiration Date: December 31, 2026 (Renewal)
38. **Star Rupe** Board/Commission: Main Street Waterloo Expiration Date: December 31, 2024 (Renewal)
39. **Chris Hale** Board/Commission: Main Street Waterloo Expiration Date: December 31, 2024 (New)
40. **Ethan Hughes** Board/Commission: Main Street Waterloo Expiration Date: No Term Date (New)
41. **Samantha Gutknecht** Board/Commission: Main Street Waterloo Expiration Date:

December 31, 2024 (Renewal)

42. **Nicholas Hedrick** Board/Commission: Main Street Waterloo Expiration Date: No Term Date (New)
43. **Samantha Price** Board/Commission: Main Street Waterloo Expiration Date: December 31, 2024 (New)
44. **Donald Patnode** Board/Commission: Main Street Waterloo Expiration Date: December 31, 2026 (New)
45. **Zach Hansen** Board/Commission: Main Street Waterloo Expiration Date: December 31, 2024 (New)
46. **Jeanne Miller** Board/Commission: Main Street Waterloo Expiration Date: December 31, 2024 (Renewal)
47. **Jacob Bauer** Board/Commission: Main Street Waterloo Expiration Date: December 31, 2024 (New)
48. **Gabby Barnett** Board/Commission: Main Street Waterloo Expiration Date: December 31, 2026 (New)
49. **David Deeds** Board/Commission: Main Street Waterloo Expiration Date: December 31, 2026 (Renewal)
50. **Brendon Wagner** Board/Commission: Main Street Waterloo Expiration Date: December 31, 2025 (Renewal)
51. **Dan Levi** Board/Commission: General Contractor Board Expiration Date: February 15, 2027 (Renewal)
52. **Brandon Schoborg** Board/Commission: General Contractor Board Expiration Date: February 19, 2027 (Renewal)
53. **Jessica Rucker** Board/Commission: Leisure Services Commission Expiration Date: March 1, 2027 (New-full)
54. Waterloo Housing Authority board minutes of January 16, 2024.
55. Board of Adjustment meeting minutes of November 28, 2023.
56. Historic Preservation Commission minutes of November 21, 2023.
57. Planning, Programming, and Zoning Commission minutes of December 12, 2023.
58. Liquor Licenses
 - a. Casey's General Store, 51 E. Tower Drive, Class E Alcohol w/Sunday Sales (Renewal) Exp: 2/28/2025.
 - b. Cork's, 1956 Lafayette St., Class E Alcohol w/Sunday Sales (New) Exp: 1/16/2025.

- c. Family Dollar #32879, 1608 University Ave., Class B Alcohol w/Sunday Sales (Renewal) Exp: 1/6/2025.
- d. The Loft, 710 Jefferson St., Class C Alcohol w/Sunday Sales (Renewal) Exp: 1/30/2025.
- e. The Other Place, 360 E. Ridgeway Ave., Class C Alcohol w/Sunday Sales (Renewal) Exp: 1/25/2025.
- f. SAC'S Neighborhood Pub, 2000 Hawthorne Ave., Class C Alcohol w/Outdoor Sales and Sunday Service (Renewal) Exp: 1/31/2025.
- g. Family Dollar #21424, 1120 Franklin St., Class B Alcohol w/Sunday Sales (Renewal) Exp: 8/7/2024.

59. Motion approving denial of a Liquor License Application for Family Dollar #25600, 611 Broadway Street, as recommended by Planning & Zoning.

PUBLIC HEARINGS

1. Waterloo Convention Center Restroom Renovation Project.

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

HOLD HEARING - No comments on file.

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

Resolution confirming approval of specifications, bid documents, form of contract, etc., and authorizing to proceed.

Motion to receive, file, and instruct the City Clerk to read the bids.

Resolution approving award of bid to Peters Construction Corporation of Waterloo, Iowa, in the amount of \$995,697.00, approving the contract, bonds, and certificate of insurance, in conjunction with the Waterloo Convention Center Restroom Renovation project, and authorizing the Mayor and City Clerk to execute said documents.

Submitted by: Noel Anderson, Community Planning and Development Director

2. Purchase of two Golf Course Greens Mowers.

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

HOLD HEARING - No comments on file.

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

Resolution confirming approval of specifications, bid documents, form of contract etc. and authorizing to proceed.

Motion to receive, file, and instruct City Clerk to read bids.

Resolution awarding bid to _____ of _____ in the amount of _____ in conjunction with the purchase of two (2) golf course greens mowers.

Submitted by: Paul Huting, Leisure Services Director

RESOLUTIONS

1. Resolution approving a Professional Services Agreement with Survey And Mapping, LLC, of Maryville, Missouri, in the amount of \$93,750.00, in conjunction with the FY 2024 Easement Digitization, Contract No. 1101, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Jamie Knutson, City Engineer

2. Resolution approving a Project Funding Agreement with the Waterloo Development Corporation for asbestos testing of properties located at 100 Commercial Street, 118 Sycamore Street, and 128 Sycamore Street, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

3. Resolution Approving a Professional Service Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in the amount of \$27,000.00 in conjunction with the Park Avenue Parking Ramp Repairs Project, and authorizing the Mayor to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

4. Resolution approving a Pre-construction Agreement with the Iowa Department of Transportation, in the amount of \$10,000.00, in conjunction with the US 63 (1st Street) bridge rehabilitation, DOT Project Number BRFN-063-6(100)--39-07, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Mohammad Elahi, Traffic Operations Director

5. Resolution approving Supplemental Agreement No. 1 to a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, originally executed September 24, 2018, in an amount not to exceed \$595,000.00, in conjunction with the Titus Lift Station and Force Main Project Contract No. 975, and authorizing the Mayor to execute said document.

Submitted by: Randy Bennett, Public Works Division Manager

6. Resolution approving a Professional Services Agreement with ISG Inc., of Waterloo, Iowa, in the amount of \$7,000.00, in conjunction with the Ridgeway and Hammond Avenue Roundabout Placement and Functional Analysis, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Mohammad Elahi, Traffic Operations Director

7. Resolution approving the Iowa Certified Local Government 2023 Annual Report, and authorizing the Mayor and Community Planning and Development Director to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

8. Resolution approving participation in the Northeast Industrial Access National Environmental Policy Act (NEPA) study, designating the Mayor as the official representative of the City of Waterloo, authorizing the Mayor to affix their signature to the resolution, and providing financial assurances in the amount of \$60,000.00.

Submitted by: Noel Anderson, Community Planning and Development Director

9. Resolution approving a Development and Minimum Assessment Agreement with Damir Dzanic, for the construction of a new commercial building located north of 110 Dunham Place, with a minimum assessed value of \$200,000.00, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

10. Resolution approving a Development and Minimum Assessment Agreement with Back Alley Printers, Inc., for the remodel of a building located at 2975 Airline Circle, with a minimum assessed value of \$2,134,730.00 and rebates at fifty percent for ten years, and the option for the City to purchase excess land in the future at a rate of \$30,000.00 per acre, and authorizing the Mayor and City Clerk to execute said document.

Submitted by: Noel Anderson, Community Planning and Development Director

11. Resolution authorizing sponsorship of the High Quality Jobs Application with the Iowa Economic Development Authority, for Back Alley Printers, also known as Dignity Apparel, LLC, for the addition of up to fifty-five jobs associated with their new business located at 2975 Airline Circle, and authorizing the Community Planning and Development Director to execute said application.

Submitted by: Noel Anderson, Community Planning and Development Director

ORDINANCES

1. **An ordinance amending the City of Waterloo Code of Ordinances by amending Title 9, Building Regulations, Chapter 4, Plumbing Regulations, Article A, Plumbing Code, Section 9-4A-2, Amendments, by adding subsection 715.1.2.**

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances by amending Title 9, Building Regulations, Chapter 4, Plumbing Regulations, Article A. Plumbing Code, Section 9-4A-2, Amendments, by adding subsection 715.1.2.

Motion to suspend the rules.

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

Submitted by: Greg Ahlhelm, Building Official

2. **An ordinance amending the City of Waterloo Code of Ordinances by amending Title 5, Police Regulations, Chapter 1, Animal Control, Article B, Dangerous Animals and Regulated Dogs, Section 5-1B-9, Dog Attacks.**

Motion to receive, file, consider, and pass for the first time an ordinance amending the City of Waterloo Code of Ordinances Title 5, Police Regulations, Chapter 1, Animal Control, Article B, Dangerous Animals, and Regulated Dogs, Section 5-1B-9, Dog Attacks, by removing the term "At Large" from the ordinance and replacing the term "apprehended" with seized, in the ordinance.

Motion to suspend the rules.

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

Submitted by: Randy Bennett, Public Works Division Manager

3. **An ordinance amending the City of Waterloo Code of Ordinances by amending Title 1, Administration, Chapter 4, Mayor and City Council, Section 11, Method of Keeping Minutes.**

Motion to receive, file, consider, and pass for the first time an Ordinance amending the

City of Waterloo Code of Ordinances by repealing Title 1, Administration, Chapter 4, Mayor and City Council, Section 11, Method of Keeping Minutes, and enacting in lieu thereof a new Title 1, Administration, Chapter 4, Mayor and City Council, Section 11, Method of Keeping Minutes.

Motion to suspend the rules.

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

Submitted by: Kelley Felchle, City Clerk

CLOSED SESSION

1. Closed Session on the purchase of real estate pursuant to Iowa Code Section 21.5(1)(j).
2. Closed Session on the purchase of real estate pursuant to Iowa Code Section 21.5(1)(j).
3. Closed Session on the purchase of real estate pursuant to Iowa Code Section 21.5(1)(j).

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

City Clerk Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Approval of Minutes of January 16, 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. 01.16.2024 Council Regular Session Minutes (1)

January 16, 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 16, 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.

Approval of Agenda, as proposed or amended.

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

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

Feuss/Nichols
that the Minutes of January 2, 2024, Regular Session, as proposed, be approved. Voice vote-Ayes: Three. Motion carried.

Recognition of Waterloo Youth City Council members.

PUBLIC COMMENTS

Mary Potter, 1416 W. 4th Street, addressed the council on the importance of supporting programs for both the library and the Grout Museum.

Sam Blatt, Lafayette Street, spoke in support of a cease-fire resolution.

Larry Stumme, 1008 Lois Lane, shared about George Washington Carver and why he is such an important person in our history.

Alia Raman, 223 Southbrook Drive, shared why the Gaza West Bank crisis has become a state issue, as the Iowa House and Senate is sending a blank check to the state of Israel to continue with the siege.

Michael Blackwell spoke on the racial disparities in Waterloo and the state of Iowa.

Ms. Creighton-Smith echoed the comments on the need for council to meet and hopefully come to some resolution or agreement to address the requests regarding our Jewish, Palestinian or

Arab Americans citizens and work together to come up with some sort of voice that we are pro-life and love everyone.

Mr. Chiles shared that he is holding a ward meeting at the Sidecar Coffee Shop on Ridgeway at noon on the last Saturday of the month for constituents of Ward One.

Mr. Boesen thanked Mr. Bennett and his entire staff for their countless hours on snow removal during this last storm. He questioned if there are locations for sidewalk sand.

Randy Bennett, Public Works Division Manager, commented there is not and explained that the sand program has been discontinued, and the city only purchase salt now.

Mr. Nichols shared that he would hold a community forum next Tuesday at 5:30 p.m. at the Willie Mae Wright room at All-In Grocers.

Ms. Creighton-Smith commented that it is good to see that the house on Franklin is now down.

Mr. Boesen questioned if people pull a permit to demolish a home, are they required to do asbestos testing and abatement like the city does for 657A properties, and asked if it could be added to our permit process.

Noel Anderson, Community Planning and Development Director, commented that DNR standards do call for abatement services and stated that we could look into adding that to our permitting process.

Feuss/Chiles

to close the 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 8, 2024, in the amount of \$2,492,509.80, and January 16, 2024, in the amount of \$3,540,215.86. 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. 2024-015.

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.

Resolution adopted and upon approval by Mayor assigned No. 2024-016.

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.

Resolution adopted and upon approval by Mayor assigned No. 2024-017.

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.

Resolution adopted and upon approval by Mayor assigned No. 2024-018.

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.

Resolution adopted and upon approval by Mayor assigned No. 2024-019.

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.

Resolution adopted and upon approval by Mayor assigned No. 2024-020.

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

Resolution adopted and upon approval by Mayor assigned No. 2024-021.

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.

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.

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.

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.

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.

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.

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.

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

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

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

Liquor Licenses

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

Bonds.

PUBLIC HEARINGS

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

Boesen/Chiles

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.

Boesen/Chiles

to close hearing. Voice vote-Ayes: Seven. Motion carried.

Boesen/Chiles

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. Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-022.

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.

Feuss/Nichols

to receive and file proof of publication 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.

Feuss/Nichols

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

Feuss/Nichols

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. Roll Call vote-Ayes: Seven. Motion carried.

Feuss/Nichols

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

Feuss/Nichols

to receive, file, consider, and pass for the second and third times and adopt the Ordinance. Roll Call vote-Ayes: Seven. Motion carried. Ordinance adopted and upon approval by Mayor assigned No. 5744.

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.

Nichols/Creighton-Smith

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.

Nichols/Creighton-Smith

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

Nichols/Creighton-Smith

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. Roll Call vote-Ayes: Seven. Motion carried.

Nichols/Creighton-Smith

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

Nichols/Creighton-Smith

to receive, consider, file, and pass for the second and third times and adopt the ordinance. Roll Call vote-Ayes: Seven. Motion carried. Ordinance adopted and upon approval by Mayor assigned No. 5745.

RESOLUTIONS

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.

Feuss/Nichols

Mr. Boesen questioned when the parcels would be available for future development.

Noel Anderson, Community Planning and Development Director, commented that it will likely be thirty to ninety days as it is currently going through legal action.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-023.

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.

Feuss/Nichols

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-024.

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.

Feuss/Nichols

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-025.

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.

Feuss/Nichols

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-026.

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.

Boesen/Creighton-Smith

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-027.

Resolution approving a development and minimum assessment agreement with Studio Elysium, LLC for the rehabilitation of 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.

Boesen/Creighton-Smith

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-028.

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.

Boesen/Creighton-Smith

Mr. Boesen questioned the change in abatement percentages from when it was on a previous agenda, then removed.

Noel Anderson, Community Planning and Development Director, explained that it was pulled previously by the developer to reevaluate the project, but it was later discovered that there was an error in the spreadsheet.

Mr. Boesen questioned traffic flow for this development.

Noel Anderson commented that he does not believe it will as it was designed as an industrial area. He noted that it would be evaluated as the project moves ahead.

Roll Call vote-Ayes: Seven. Motion carried. Resolution adopted and upon approval by Mayor assigned No. 2024-029.

ORDINANCES

An ordinance establishing a new Parklet Program.

Chiles/Nichols

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. Roll Call vote-Ayes: Seven. Motion carried.

Mr. Boesen questioned the closing time preference of the police chief.

Chief Joe Leibold explained that his recommendation is that the parklets close at midnight and the sidewalk cafe's close at 2:00 a.m.

Mr. Boesen questioned the broader district area for parklets and commented on safety concerns due to the speed limit, particularly on E. 5th Street.

Mr. Chiles commented that the ordinance limits parklets to roadways with a speed limit of less than 30 mph. He explained that he does not agree with an earlier closing time as recommended by the police chief.

Chief Leibold explained the reasoning for his recommendation, noting that most restaurants close before midnight.

Ms. Creighton-Smith questioned the curfews on other parklets across the state.

Jessica Rucker, Executive Director of Main Street Waterloo, commented that each community decides what is best for them.

Mr. Ras Smith, Experience Waterloo, commented that the goal and intent of the ordinance was to provide the least amount of restrictions so that business owners could take advantage of this opportunity and be self-regulating to what fits their business.

Mr. Feuss questioned the latest that restaurants are serving food in this area.

Jessica Rucker shared that most restaurants in the area stop serving food between 10:00 p.m. and 11:00 p.m. with some open until midnight on weekends.

Mr. Feuss questioned if this ordinance will prevent the use of parklets after midnight or just from having food at the parklets.

Mr. Chiles said it would prevent the parklets from having food, drink or smoking past 2:00 a.m.

Mayor Hart questioned if neighboring retail businesses have had an opportunity to share their thoughts on the issue.

Jessica Rucker explained that the focus was on the restaurants and bars and that the only parking spaces that would be affected would be those directly in front of the business, unless they have the written consent of a neighboring business. She stated that statistics show that there is a 44 percent increase in foot traffic which could also benefit the retailers.

Feuss/Nichols
to amend the language in 3-4H-11(2)(b) and 3-4H-12(B)(1), from 2:00 a.m. to 12:00 a.m.

Mr. Simon agrees with the amendment.

Ms. Creighton-Smith shared her concerns about the amendment.

Roll Call vote-Ayes: Four. Nays: Three (Creighton-Smith, Chiles and Wilder). Motion carried.

Chiles/Feuss
to amend language in 3-4H-5(1) by adding streets with speed limits of 25 miles per hour or less.
Roll Call vote-Ayes: Seven. Motion carried.

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

Chiles/Nichols
to receive, file, consider, and pass for the second and third times and adopt said ordinance. Roll Call vote-Ayes: Seven. Motion carried. Ordinance adopted and upon approval by Mayor assigned No. 5746.

An ordinance establishing a new Sidewalk Cafe Program.

Chiles/Nichols
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. Roll Call vote-Ayes: Seven. Motion carried.

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

Chiles/Nichols

to receive, file, consider, and pass for the second and third times and adopt said ordinance. Roll Call vote-Ayes: Seven. Motion carried. Ordinance adopted and upon approval by Mayor assigned No. 5747.

OTHER COUNCIL BUSINESS

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.

Boesen/Creighton-Smith

Fire Chief Bill Beck provided comment on the recommendation to deny.

Voice vote-Ayes: Seven. Motion carried.

ADJOURNMENT

Feuss/Boesen

that the meeting adjourn at 6:54 p.m. Roll Call vote-Ayes: Seven. Motion carried.

Notes for this meeting were taken by City Attorney, Martin Petersen.

Kelley Felchle
City Clerk



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by Gary Kilpatrick, for tax exemptions on the construction of a new single family home valued at \$341,000.00, for property located at 110 Axlewood Drive and located in the Consolidated Urban Revitalization Area (CURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Edison Edition Lot 21

ATTACHMENTS

1. 110 Axlewood Dr CURA Form
2. 110 Axlewood Dr CURA Map

**For Office Use Only**

Date Received: 08-1-9-24
Received by: LS
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

APPLICATION FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE CONSOLIDATED URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The Consolidated Urban Revitalization Area (CURA) allows property tax exemptions on improvements to property located within its boundaries that meet the following criteria:

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Commercial properties must have a development agreement with the City that includes a minimum assessment agreement.

Please fill out the following information for your application to be submitted to the City Council.

NAME: GARY KILPATRICK
ADDRESS: 110 AXLEWOOD DRIVE
TELEPHONE: 319-830-6698

SIGNATURE: [Signature]
EMAIL: _____
DATE: 01-05-2024

A. What is the Address of the property being improved? 110 AXLEWOOD DR.

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?

EDISON EDITION LOT #21

B. Indicate desired exemption schedule: (1 or 2)

1. ☐ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. ☒ A partial exemption on the actual value added by improvements according to the following schedule:

- | | | |
|------------------------|------------------------|-------------------------|
| a. First Year-----80% | d. Fourth Year-----50% | g. Seventh Year-----30% |
| b. Second Year-----70% | e. Fifth Year-----40% | h. Eighth Year-----30% |
| c. Third Year-----60% | f. Sixth Year-----40% | i. Ninth Year-----20% |
| | | j. Tenth Year-----20% |

Note: Residentially assessed properties receiving the CURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)?

NEW CONSTRUCTION

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants? ☐ Yes ☒ No NA

E. What was the cost of the improvement? OVER \$341,000.00

F. Estimated or actual date of completion of these improvements? OUR CLOSING NOV 10th 2023

Note: The improvements to your home or business may not change the assessed value.

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

G. City of Waterloo Building and Inspections Department Information:

Permit Number: WA 08955 Date permit was issued: 7-17-23 Total permit(s) valuation: \$201,413

CITY OF WATERLOO OFFICE USE ONLY

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

____ APPROVED DATED: _____

____ DENIED

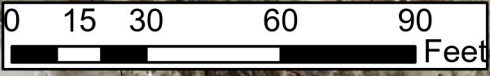
T.J. Koenigsfeld
Black Hawk County Assessor



110 Axlewood Dr

Axlewood Dr

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





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by Miguel Garcia, for tax exemptions on the construction of a new single family home valued at \$309,342.00, for property located at 113 Coral Drive and located in the Consolidated Urban Revitalization Area (CURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Edison Edition Lot 7

ATTACHMENTS

1. 113 Coral Dr CURA Form
2. 113 Coral Dr CURA Map



For Office Use Only

Date Received: LS
Received by: 1/3/24
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

APPLICATION FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE CONSOLIDATED URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The Consolidated Urban Revitalization Area (CURA) allows property tax exemptions on improvements to property located within its boundaries that meet the following criteria:

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Commercial properties must have a development agreement with the City that includes a minimum assessment agreement.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Miguel Garcia SIGNATURE: Miguel Garcia
ADDRESS: 113 Coral Dr EMAIL: Garcia192085@waterloo.com
TELEPHONE: 312-617-5479 DATE: 1/3/2024

A. What is the Address of the property being improved? 113 Coral Dr

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse?)
Edison Addition lot 7

B. Indicate desired exemption schedule: (1 or 2)

1. ☒ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. ☐ A partial exemption on the actual value added by improvements according to the following schedule:

a. First Year-----80%	d. Fourth Year-----50%	g. Seventh Year-----30%
b. Second Year-----70%	e. Fifth Year-----40%	h. Eighth Year-----30%
c. Third Year-----60%	f. Sixth Year-----40%	i. Ninth Year-----20%
		j. Tenth Year-----20%

Note: Residentially assessed properties receiving the CURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)?

New Single-Family Home

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants? Yes ☒ No ☐ 309,342

E. What was the cost of the improvement? 309,342

F. Estimated or actual date of completion of these improvements? 7/12/2023

Note: The improvements to your home or business may not change the assessed value.

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

G. City of Waterloo Building and Inspections Department Information:

Permit Number: WA-04896 Date permit was issued: 3-7-23 Total permit(s) valuation: \$190,704

CITY OF WATERLOO OFFICE USE ONLY

APPROVED _____ DATED: _____ RESOLUTION NO: _____
DENIED _____

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

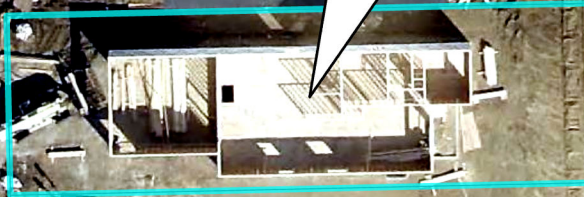
APPROVED _____ DATED: _____
DENIED _____ T.J. Koenigsfeld
Black Hawk County Assessor

BISMARK AVE

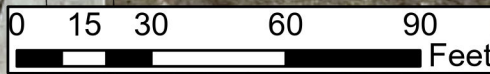
BISMARK AVE

Coral Drive

113 Coral Drive



Note:
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is assumed for the accuracy of the data delineated herein,
either expressed or implied by Black Hawk County, the
Black Hawk County Assessor, or their employees.
The City of Waterloo makes no warranty, express or
implied, as to the accuracy of the information shown
on this map, and expressly disclaims liability for the
accuracy thereof. Users should refer to official
plats, surveys, recorded deeds, etc. located at the
Black Hawk County Assessor's Office for complete
and accurate information.





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by JSA Development, LLC, for tax exemptions on the improvements to a residential apartment unit valued at \$80,000.00, for property located at 708 Jefferson Street Unit 1 and located in the Consolidated Urban Revitalization Area (CURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Units 1, 3, and 4, and the undivided percentage interest of each in the common elements appurtenant thereto in "708 - 712 Jefferson Street Condominiums", Declaration recorded in Doc. #2011-01417 on

July 22, 2010 as laid out on part of Lots 3 and 4 in Block 18 in the Original Plat, on the West Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. 708 Jefferson St Unit 1 CURA Form
2. 708 Jefferson St CURA Map



For Office Use Only

Date Received: 1/2/24
Received by: LS
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

APPLICATION FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE CONSOLIDATED URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The Consolidated Urban Revitalization Area (CURA) allows property tax exemptions on improvements to property located within its boundaries that meet the following criteria:

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.

Please fill out the following information for your application to be submitted to the City Council.

NAME: JSA Development, LLC SIGNATURE: [Signature]
ADDRESS: 215 E 4th Street, Waterloo Iowa EMAIL: ddeeds@jsadevelopment.com
TELEPHONE: 319-233-3147 DATE: 12/29/23

A. What is the Address of the property being improved? 708 Jefferson Street

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
8913-262-80-022 708-712 JEFFERSON STREET CONDOMINIUMS UNIT 1

B. Indicate desired exemption schedule: (1 or 2)

1. ☐ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. ☒ A partial exemption on the actual value added by improvements according to the following schedule:

a. First Year-----80%	d. Fourth Year-----50%	g. Seventh Year-----30%
b. Second Year-----70%	e. Fifth Year-----40%	h. Eighth Year-----30%
c. Third Year-----60%	f. Sixth Year-----40%	i. Ninth Year-----20%
		j. Tenth Year-----20%

C. What was the nature of the improvement(s)?

New storefront and entrance, repair rear wall, replace rear door and interior improvements

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants? ☐ Yes ☒ No

DO NOT Write Below this line – Office Use Only

E. City of Waterloo Building and Inspections Department Information:

Permit Number: 22-6541 Date permit was issued: 5/23/22 Total permit(s) valuation: \$25,000
20-9337 6/12/20 \$2,742,511.00

F. What was the cost of the improvement? \$80,000

G. Estimated or actual date of completion of these improvements? April 2023

Note: The improvements to your home or business may not change the assessed value.

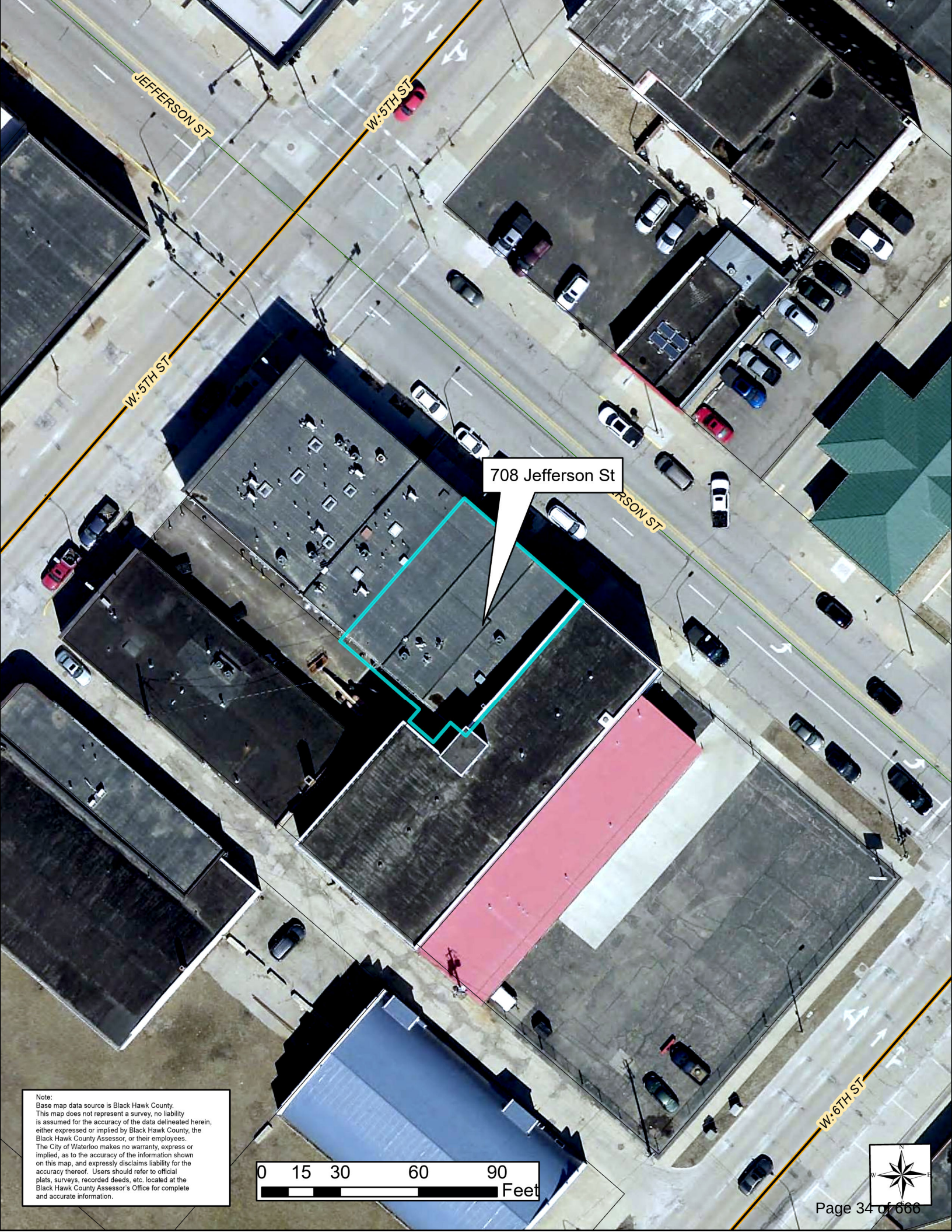
Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

CITY OF WATERLOO OFFICE USE ONLY

____ APPROVED DATED: _____ RESOLUTION NO: _____
____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

____ APPROVED DATED: _____
____ DENIED T.J. Koenigsfeld
Black Hawk County Assessor



JEFFERSON ST

W 5TH ST

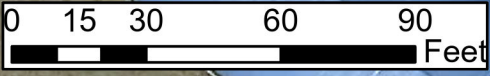
W 5TH ST

708 Jefferson St

JEFFERSON ST

W 6TH ST

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





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by JSA Development, LLC, for tax exemptions on the improvements to a residential apartment unit valued at \$80,000.00, for property located at 708 Jefferson Street Unit 3 and located in the Consolidated Urban Revitalization Area (CURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

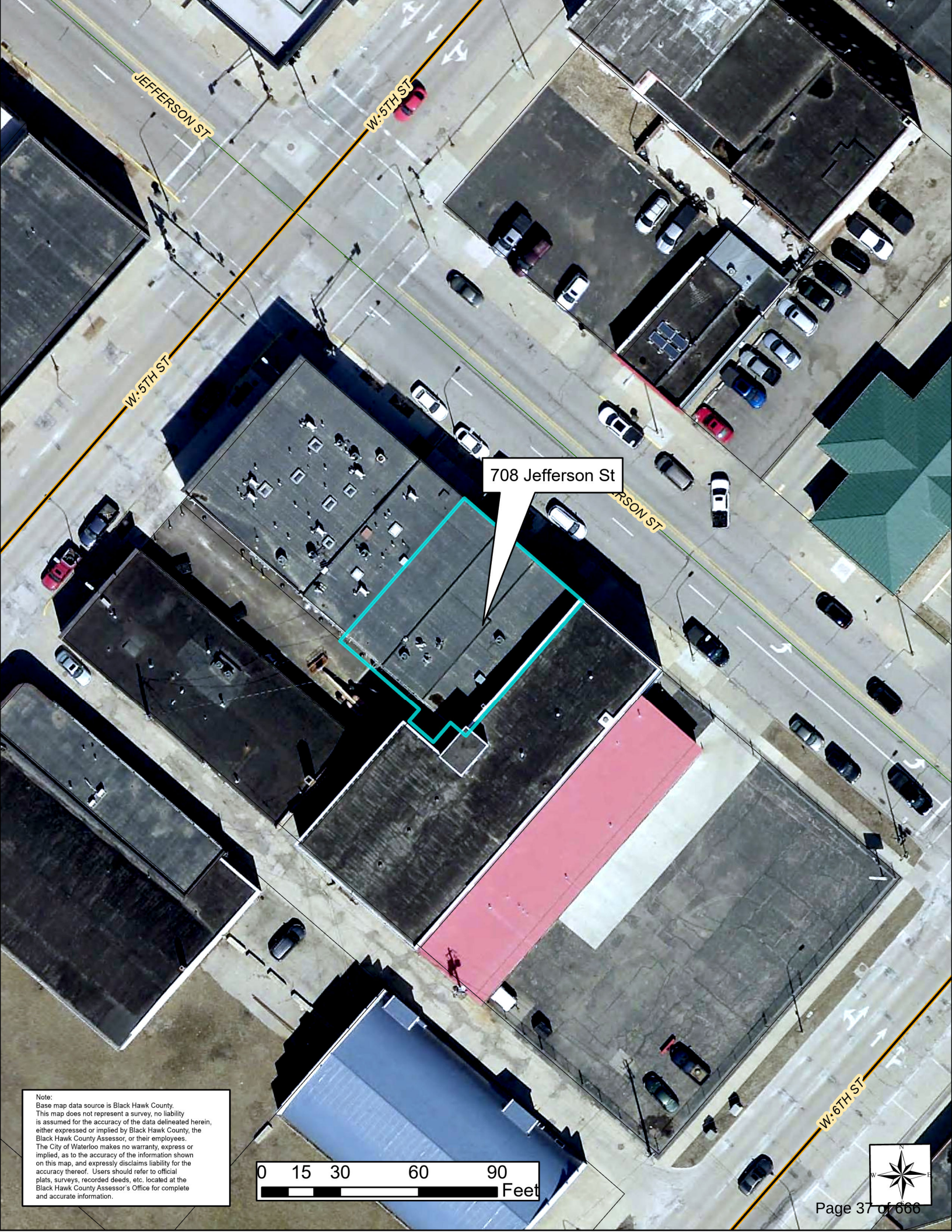
LEGAL DESCRIPTION

Units 1, 3, and 4, and the undivided percentage interest of each in the common elements appurtenant thereto in "708 - 712 Jefferson Street Condominiums", Declaration recorded in Doc. #2011-01417 on July 22, 2010 as laid out

on part of Lots 3 and 4 in Block 18 in the Original Plat, on the West Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. 708 Jefferson St CURA Map
2. 708 Jefferson St Unit 3 CURA Form



JEFFERSON ST

W 5TH ST

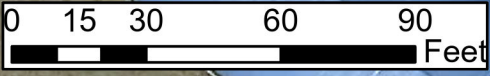
W 5TH ST

708 Jefferson St

JEFFERSON ST

W 6TH ST

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implied, as to the accuracy of the information shown
on this map, and expressly disclaims liability for the
accuracy thereof. Users should refer to official
plats, surveys, recorded deeds, etc. located at the
Black Hawk County Assessor's Office for complete
and accurate information.





For Office Use Only

Date Received: 1/2/24
Received by: LS
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

APPLICATION FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE CONSOLIDATED URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The Consolidated Urban Revitalization Area (CURA) allows property tax exemptions on improvements to property located within its boundaries that meet the following criteria:

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.

Please fill out the following information for your application to be submitted to the City Council.

NAME: JSA Development, LLC SIGNATURE: [Signature]
ADDRESS: 215 E 4th Street, Waterloo Iowa EMAIL: ddeeds@jsadevelopment.com
TELEPHONE: 319-233-3147 DATE: 12/29/23

A. What is the Address of the property being improved? 708 Jefferson Street

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse?)
8913-262-800-24 708-712 JEFFERSON STREET CONDOMINIUMS UNIT 3

B. Indicate desired exemption schedule: (1 or 2)

1. ☐ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. ☒ A partial exemption on the actual value added by improvements according to the following schedule:

a. First Year-----80%	d. Fourth Year-----50%	g. Seventh Year-----30%
b. Second Year-----70%	e. Fifth Year-----40%	h. Eighth Year-----30%
c. Third Year-----60%	f. Sixth Year-----40%	i. Ninth Year-----20%
		j. Tenth Year-----20%

C. What was the nature of the improvement(s)?

New storefront and entrance, repair rear wall, replace rear door

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants? ☐ Yes ☒ No

DO NOT Write Below this line – Office Use Only

E. City of Waterloo Building and Inspections Department Information:

Permit Number: 22-6541 Date permit was issued: 5/3/22 Total permit(s) valuation: \$25,000
20-8337 6/12/20 \$2,742.51

F. What was the cost of the improvement? \$50,000

G. Estimated or actual date of completion of these improvements? April 2023

Note: The improvements to your home or business may not change the assessed value.

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

CITY OF WATERLOO OFFICE USE ONLY

____ APPROVED DATED: _____ RESOLUTION NO: _____
____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

____ APPROVED DATED: _____
____ DENIED T.J. Koenigsfeld
Black Hawk County Assessor



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by JSA Development, LLC, for tax exemptions on the improvements to a residential apartment unit valued at \$80,000.00, for property located at 708 Jefferson Street Unit 2 and located in the Consolidated Urban Revitalization Area (CURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

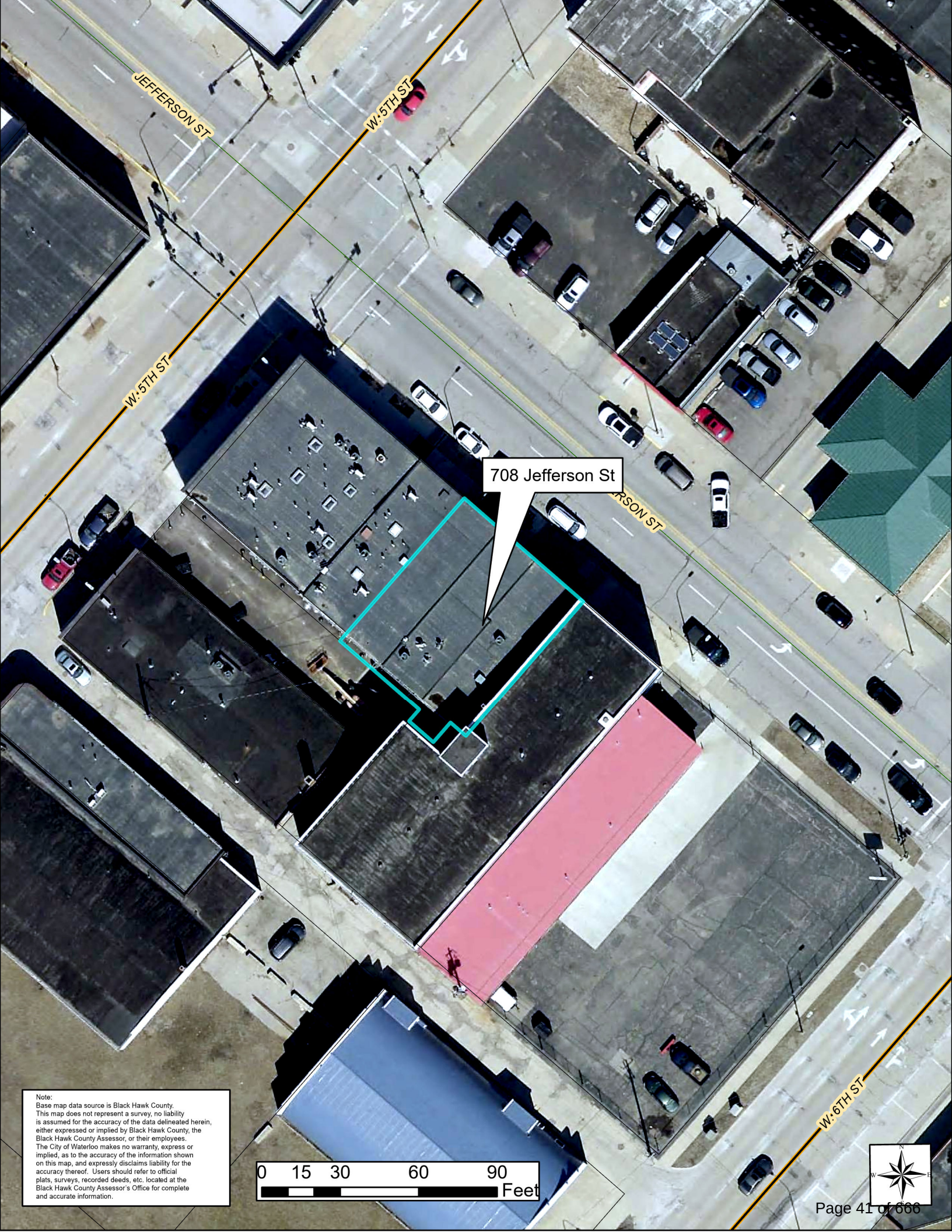
LEGAL DESCRIPTION

Units 1, 3, and 4, and the undivided percentage interest of each in the common elements appurtenant thereto in "708 - 712 Jefferson Street Condominiums", Declaration recorded in Doc. #2011-01417 on July 22, 2010 as laid out

on part of Lots 3 and 4 in Block 18 in the Original Plat, on the West Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. 708 Jefferson St CURA Map
2. 708 Jefferson St Unit 2 CURA Form



JEFFERSON ST

W 5TH ST

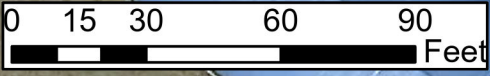
W 5TH ST

708 Jefferson St

JEFFERSON ST

W 6TH ST

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Date Received: 1/2/24

Received by: LS

Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

APPLICATION FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE CONSOLIDATED URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The Consolidated Urban Revitalization Area (CURA) allows property tax exemptions on improvements to property located within its boundaries that meet the following criteria:

1.

At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2.

Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3.

This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.

Please fill out the following information for your application to be submitted to the City Council.

NAME:

JSA Development, LLC

SIGNATURE:

ADDRESS:

215 E 4th Street, Waterloo Iowa

EMAIL:

ddeeds@jsadevelopment.com

TELEPHONE:

319-233-3147

DATE:

12/29/23

A. What is the Address of the property being improved? 708 Jefferson Street

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
8913-262-80-023 708-712 JEFFERSON STREET CONDOMINIUM UNIT 2

B. Indicate desired exemption schedule: (1 or 2)

1.

☐

One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2.

☒

A partial exemption on the actual value added by improvements according to the following schedule:
- a.

First Year-----80%

d.

Fourth Year-----50%

g.

Seventh Year-----30%
- b.

Second Year-----70%

e.

Fifth Year-----40%

h.

Eighth Year-----30%
- c.

Third Year-----60%

f.

Sixth Year-----40%

i.

Ninth Year-----20%
- j.

Tenth Year-----20%

C. What was the nature of the improvement(s)?

New storefront and entrance, repair rear wall, replace rear door and interior improvements

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants? ☐ Yes ☒ No

DO NOT Write Below this line – Office Use Only

E. City of Waterloo Building and Inspections Department Information:

Permit Number: 22-6541 20-8337 Date permit was issued: 5/13/22 6/12/20 Total permit(s) valuation: \$25,000 \$2,742,511

F. What was the cost of the improvement? \$80,000

G. Estimated or actual date of completion of these improvements? April 2023

Note: The improvements to your home or business may not change the assessed value.

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

CITY OF WATERLOO OFFICE USE ONLY

APPROVED

DATED:

RESOLUTION NO:

DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

APPROVED

DATED:

T.J. Koenigsfeld

DENIED

Black Hawk County Assessor



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by JSA Development, LLC, for tax exemptions on the improvements to a residential apartment unit valued at \$80,000.00, for property located at 708 Jefferson Street Unit 4 and located in the Consolidated Urban Revitalization Area (CURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the commercial property under the Consolidated Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.8: Continue efforts to foster new investments and development in City's Urban Renewal Areas (TIF Districts) and the Consolidated Urban Revitalization Area (CURA).

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

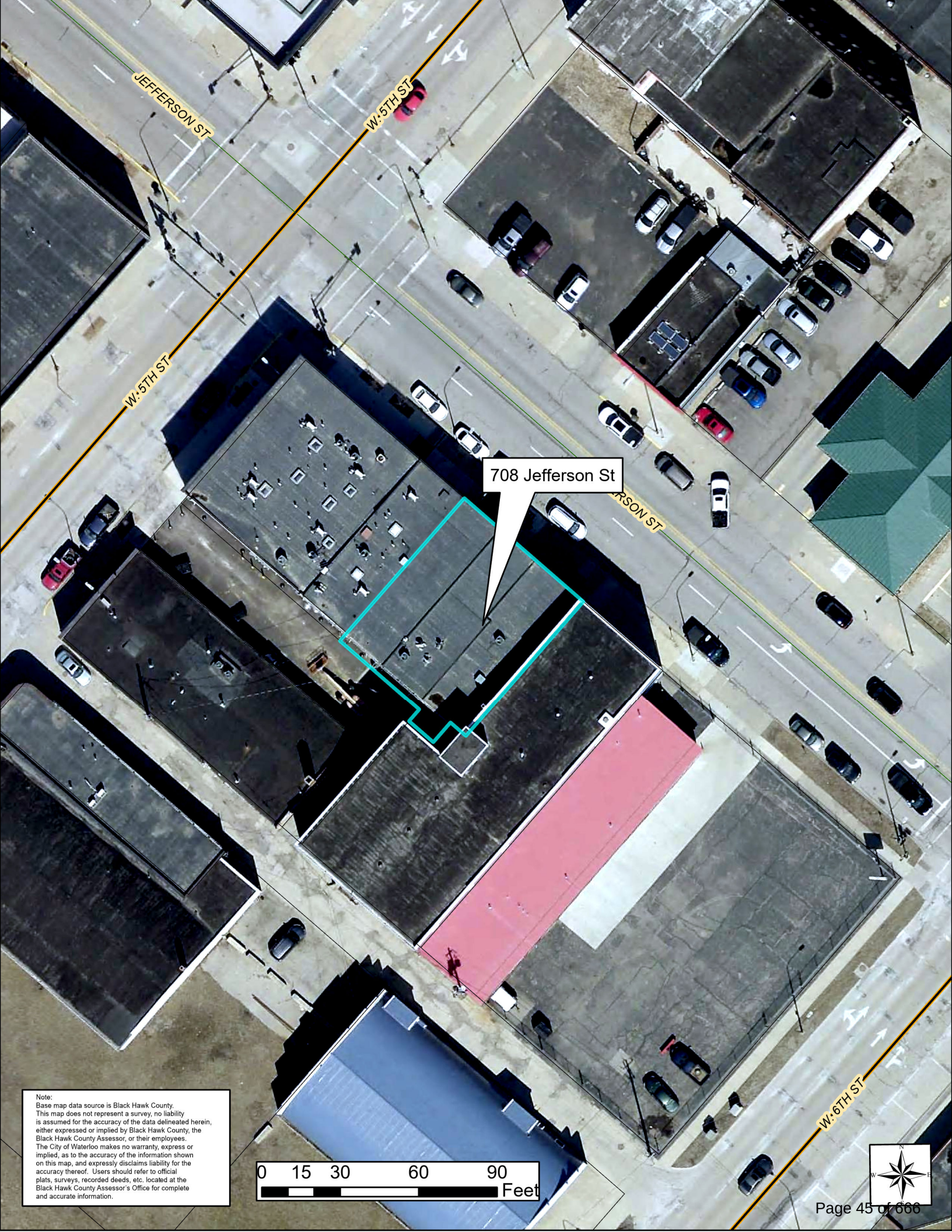
LEGAL DESCRIPTION

Units 1, 3, and 4, and the undivided percentage interest of each in the common elements appurtenant thereto in "708 - 712 Jefferson Street Condominiums", Declaration recorded in Doc. #2011-01417 on July 22, 2010 as laid out

on part of Lots 3 and 4 in Block 18 in the Original Plat, on the West Side of the Cedar River, in the City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. 708 Jefferson St CURA Map
2. 708 Jefferson St Unit 4 CURA Form



JEFFERSON ST

W 5TH ST

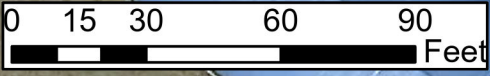
W 5TH ST

708 Jefferson St

JEFFERSON ST

W 6TH ST

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For Office Use Only

Date Received: 1/2/24
Received by: ES
Staff to make a copy for applicant

CONSOLIDATED URBAN REVITALIZATION AREA

APPLICATION FOR PROPERTY TAX EXEMPTION FOR IMPROVEMENTS UNDER THE PROVISIONS OF THE CONSOLIDATED URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The Consolidated Urban Revitalization Area (CURA) allows property tax exemptions on improvements to property located within its boundaries that meet the following criteria:

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.

Please fill out the following information for your application to be submitted to the City Council.

NAME: JSA Development, LLC SIGNATURE: [Signature]
ADDRESS: 215 E 4th Street, Waterloo Iowa EMAIL: ddeeds@jsadevelopment.com
TELEPHONE: 319-233-3147 DATE: 12/29/23

A. What is the *Address* of the property being improved? 708 Jefferson Street

What is the *Legal Description* of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)?
8913-262-80-025 708-712 JEFFERSON STREET CONDOMINIUMS UNIT 4

B. Indicate desired exemption schedule: (1 or 2)

1. ☐ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. ☒ A partial exemption on the actual value added by improvements according to the following schedule:

a. First Year-----80%	d. Fourth Year-----50%	g. Seventh Year-----30%
b. Second Year-----70%	e. Fifth Year-----40%	h. Eighth Year-----30%
c. Third Year-----60%	f. Sixth Year-----40%	i. Ninth Year-----20%
		j. Tenth Year-----20%

C. What was the nature of the improvement(s)?

New storefront entrance, repair rear wall, add storage room

D. If this is not a single-family dwelling unit, which you own and reside in, will these improvements create a displacement of your tenants? ☐ Yes ☒ No

DO NOT Write Below this line – Office Use Only

E. City of Waterloo Building and Inspections Department Information:

Permit Number: 22-6541 Date permit was issued: 5/3/22 Total permit(s) valuation: \$25,000
20-9337 6/12/20 \$742,511

F. What was the cost of the improvement? \$460,000

G. Estimated or actual date of completion of these improvements? April 2023

Note: The improvements to your home or business may not change the assessed value.

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

CITY OF WATERLOO OFFICE USE ONLY

____ APPROVED DATED: _____ RESOLUTION NO: _____
____ DENIED

BLACK HAWK COUNTY ASSESSOR OFFICE USE ONLY

____ APPROVED DATED: _____
____ DENIED T.J. Koenigsfeld
Black Hawk County Assessor



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by ACO Construction, for tax exemptions on the construction of a new single family home valued at \$180,000.00, for property located at 4429 Charm Drive and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lots 4 and 5 in Southland Park Sixth Addition, A Replat of Lots C-5 and C-6 of the Southland Park Third Addition, Waterloo, Iowa

ATTACHMENTS

1. 4429 Charm Dr CLURA Form
2. 4429 Charm Dr CLURA Map

**For Office Use Only**

Date Received: 1/2/24
Received by: LS
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. Any such day care facilities must be registered with the State of Iowa for day care use.
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Daycare facilities may need a development agreement with the City. Please contact the Waterloo Planning and Zoning Department for more information.

Please fill out the following information for your application to be submitted to the City Council. **Projects started prior to the adoption date of July 18, 2011 do not qualify.**

NAME: ACO CONSTRUCTION SIGNATURE: Kosim Mustedonogic
ADDRESS: 116 ARDIN WAY
4429 CHARM DRIVE EMAIL: ACO_CONSTRUCTION@HOTMAIL.COM
TELEPHONE: 319-404-7926 DATE: 01-02-2024

A. What is the Address of the property being improved? 4429 CHARM DR Waterloo IA 50701

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)

Lots 4 & 5 in Southland Park Sixth Addition, A Replat of Lots C-5 and C-6 at the Southland Park Third Addition, Waterloo, Iowa

B. Indicate desired exemption schedule: (1 or 2)

1. ☒ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. ☐ A partial exemption on the actual value added by improvements according to the following schedule:

a. First Year-----80%	d. Fourth Year-----50%	g. Seventh Year-----30%
b. Second Year-----70%	e. Fifth Year-----40%	h. Eighth Year-----30%
c. Third Year-----60%	f. Sixth Year-----40%	i. Ninth Year-----20%
		j. Tenth Year-----20%

Note: Residential properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes.

C. What was the nature of the improvement(s)?

New single-family home

D. City of Waterloo Building and Inspections Department Information:

Permit Number: 23.1068T Date permit was issued: 8-30-2023 Total permit(s) valuation: 180,000⁰⁰

E. What was the cost of the new construction? 180,000⁰⁰

F. Estimated or actual date of completion of this new construction? 12-21-2023

CITY OF WATERLOO

____ APPROVED

DATED: _____

RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR

____ APPROVED

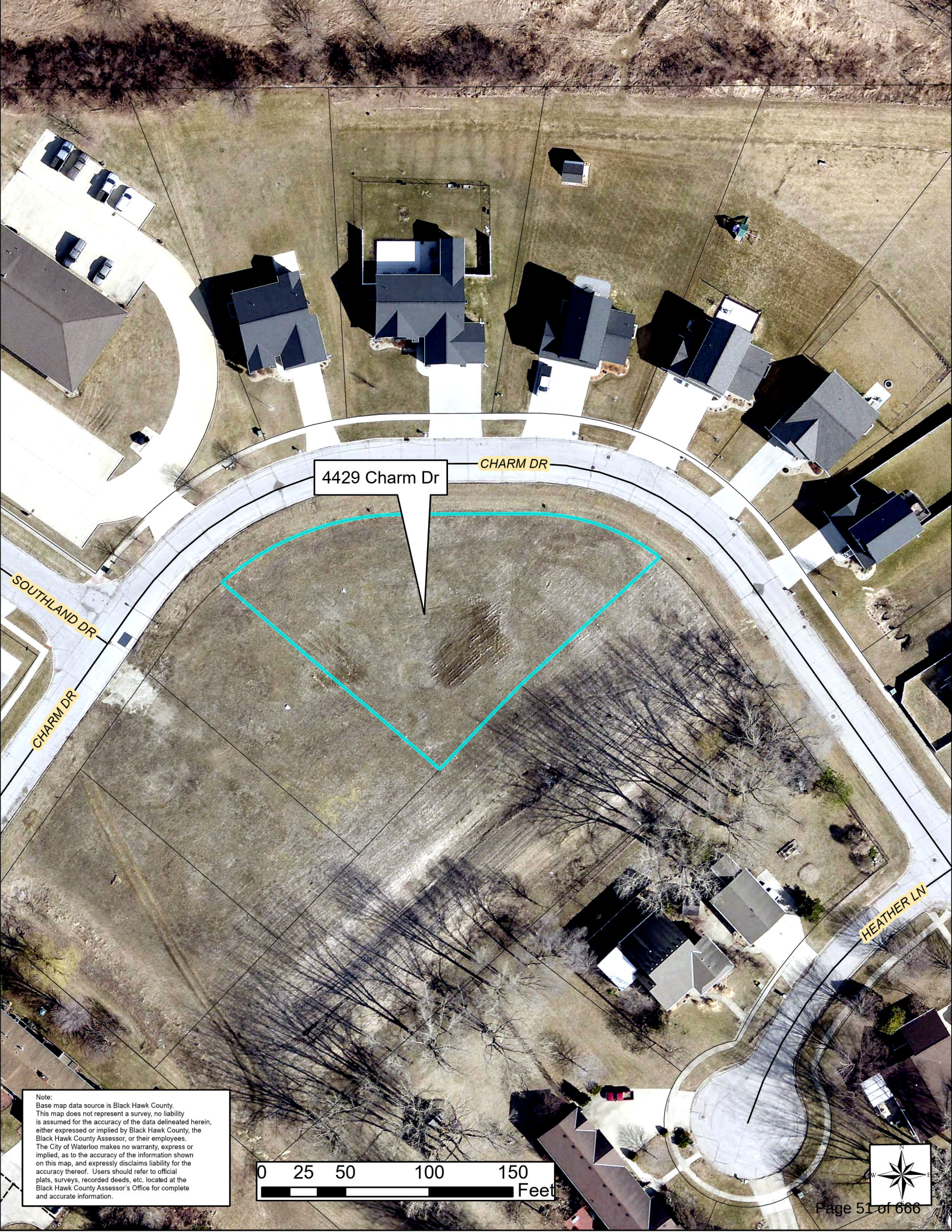
DATED: _____

T.J. Koenigsfeld

Black Hawk County Assessor

____ DENIED

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.



4429 Charm Dr

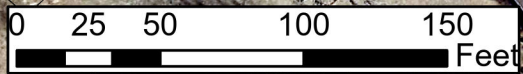
CHARM DR

SOUTHLAND DR

CHARM DR

HEATHER LN

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by Skogman Homes, for tax exemptions on the construction of a new twin home unit valued at \$339,999.00, for property located at 3375 Lincolnshire Road and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Lincolnshire Addition Lot 14

ATTACHMENTS

1. 3375 Lincolnshire Rd CLURA Form
2. 3375 Lincolnshire Rd CLURA Map



For Office Use Only

Date Received: 1-10-24
Received by: LS
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. Any such day care facilities must be registered with the State of Iowa for day care use.
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Daycare facilities may need a development agreement with the City. Please contact the Waterloo Planning and Zoning Department for more information.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Skogman Homes SIGNATURE: [Signature]
ADDRESS: 417 1st Ave SE, CR EMAIL: Megan.Kremer@skogman.com
TELEPHONE: 319-277-7862 DATE: 1/5/24

A. What is the Address of the property being improved? 3375 Lincolnshire Rd
What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)
Lincolnshire Addition Lot 14

B. Indicate desired exemption schedule: (1 or 2)

1. ☒ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. ☐ A partial exemption on the actual value added by improvements according to the following schedule:

a. First Year—80%	d. Fourth Year—50%	g. Seventh Year—30%
b. Second Year—70%	e. Fifth Year—40%	h. Eighth Year—30%
c. Third Year—60%	f. Sixth Year—40%	i. Ninth Year—20%
		j. Tenth Year—20%

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)? four home new construction
D. What was the cost of the new construction? \$339,999
E. Estimated or actual date of completion of this new construction? 12-31-23

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

F. City of Waterloo Building and Inspections Department Information:

Permit Number: WA 05372 Date permit was issued: 5-12-23 Total permit(s) valuation: \$201,172

CITY OF WATERLOO

APPROVED _____ DATED: _____ RESOLUTION NO: _____
DENIED _____

BLACK HAWK COUNTY ASSESSOR

APPROVED _____ DATED: _____
DENIED _____ T.J. Koenigsfeld
Black Hawk County Assessor



Lincolnshire Rd

3375 Lincolnshire Rd

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implied, as to the accuracy of the information shown
on this map, and expressly disclaims liability for the
accuracy thereof. Users should refer to official
plats, surveys, recorded deeds, etc. located at the
Black Hawk County Assessor's Office for complete
and accurate information.

0 15 30 60 90 Feet





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4153 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Prairie Meadow Estates A Condominium Unit 4153

ATTACHMENTS

1. 4153 Omaha Ave CLURA Form
2. 4153 Omaha Ave CLURA Map



For Office Use Only

Date Received: 1/19/24
Received by: LS
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. Any such day care facilities must be registered with the State of Iowa for day care use.
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Daycare facilities may need a development agreement with the City. Please contact the Waterloo Planning and Zoning Department for more information.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Joe Robson Rentals, LLC SIGNATURE: [Signature]
ADDRESS: 3315 Williams Blvd SW, Ste 2 #329 EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063 DATE: _____

A. What is the Address of the property being improved? 4153 Omaha Avenue

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)

Prairie Meadow Estates A Condominium Unit 4153

B. Indicate desired exemption schedule: (1 or 2)

1. ☒ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. ☐ A partial exemption on the actual value added by improvements according to the following schedule:

- | | | |
|------------------------|------------------------|-------------------------|
| a. First Year-----80% | d. Fourth Year-----50% | g. Seventh Year-----30% |
| b. Second Year-----70% | e. Fifth Year-----40% | h. Eighth Year-----30% |
| c. Third Year-----60% | f. Sixth Year-----40% | i. Ninth Year-----20% |
| | | j. Tenth Year-----20% |

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)? New Construction

D. What was the cost of the new construction? 170,000

E. Estimated or actual date of completion of this new construction? 12-12-23

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

F. City of Waterloo Building and Inspections Department Information:

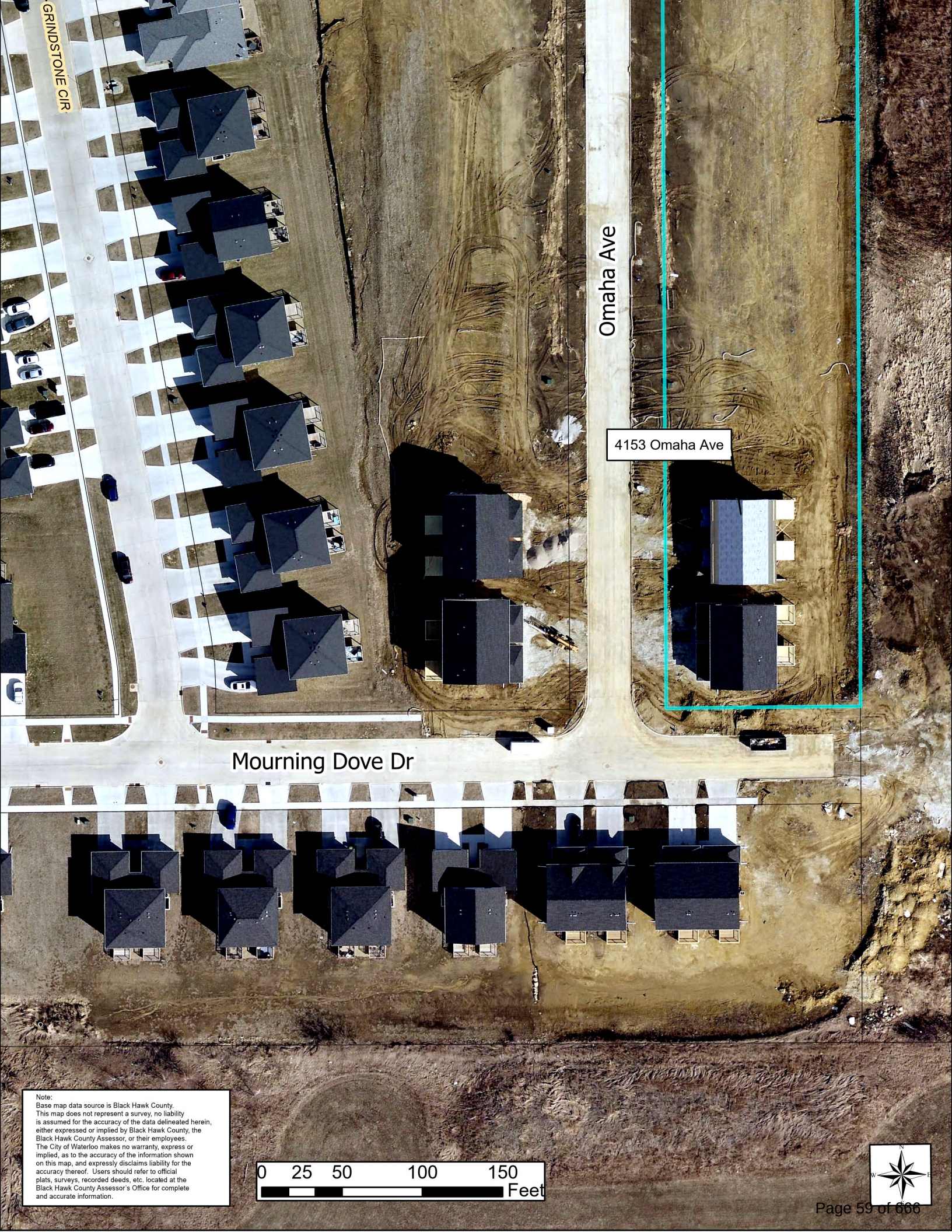
Permit Number: 22-14323 Date permit was issued: 11-2-22 Total permit(s) valuation: \$100,000

CITY OF WATERLOO

____ APPROVED DATED: _____ RESOLUTION NO: _____
____ DENIED

BLACK HAWK COUNTY ASSESSOR

____ APPROVED DATED: _____
____ DENIED T.J. Koenigsfeld
Black Hawk County Assessor



GRINDSTONE CIR

Omaha Ave

4153 Omaha Ave

Mourning Dove Dr

Note:
Base map data source is Black Hawk County.
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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4155 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Prairie Meadow Estates A Condominium, Unit 4155

ATTACHMENTS

1. 4155 Omaha Ave CLURA Form
2. 4155 Omaha Ave CLURA Map



For Office Use Only

Date Received: 1/19/24
Received by: LS
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. Any such day care facilities must be registered with the State of Iowa for day care use.
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Daycare facilities may need a development agreement with the City. Please contact the Waterloo Planning and Zoning Department for more information.

Please fill out the following information for your application to be submitted to the City Council.

NAME:

Joe Robson Rentals, LLC

SIGNATURE:

[Signature]

ADDRESS:

3315 Williams Blvd SW, Ste 2

EMAIL:

robsonhomes95@gmail.com

TELEPHONE:

319-845-4063 #329

DATE:

A. What is the Address of the property being improved?

4155 Omaha Avenue

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)

Prairie Meadow Estates A Condominium, Unit 4155

B. Indicate desired exemption schedule: (1 or 2)

1. ☒ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. ☐ A partial exemption on the actual value added by improvements according to the following schedule:

- | | | |
|------------------------|------------------------|-------------------------|
| a. First Year-----80% | d. Fourth Year-----50% | g. Seventh Year-----30% |
| b. Second Year-----70% | e. Fifth Year-----40% | h. Eighth Year-----30% |
| c. Third Year-----60% | f. Sixth Year-----40% | i. Ninth Year-----20% |
| | | j. Tenth Year-----20% |

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)?

New Construction

D. What was the cost of the new construction?

\$170,000

E. Estimated or actual date of completion of this new construction?

12-12-2023

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

F. City of Waterloo Building and Inspections Department Information:

Permit Number: 22-14524

Date permit was issued: 11-2-22

Total permit(s) valuation: \$100,000

CITY OF WATERLOO

____ APPROVED

DATED: _____

RESOLUTION NO: _____

____ DENIED

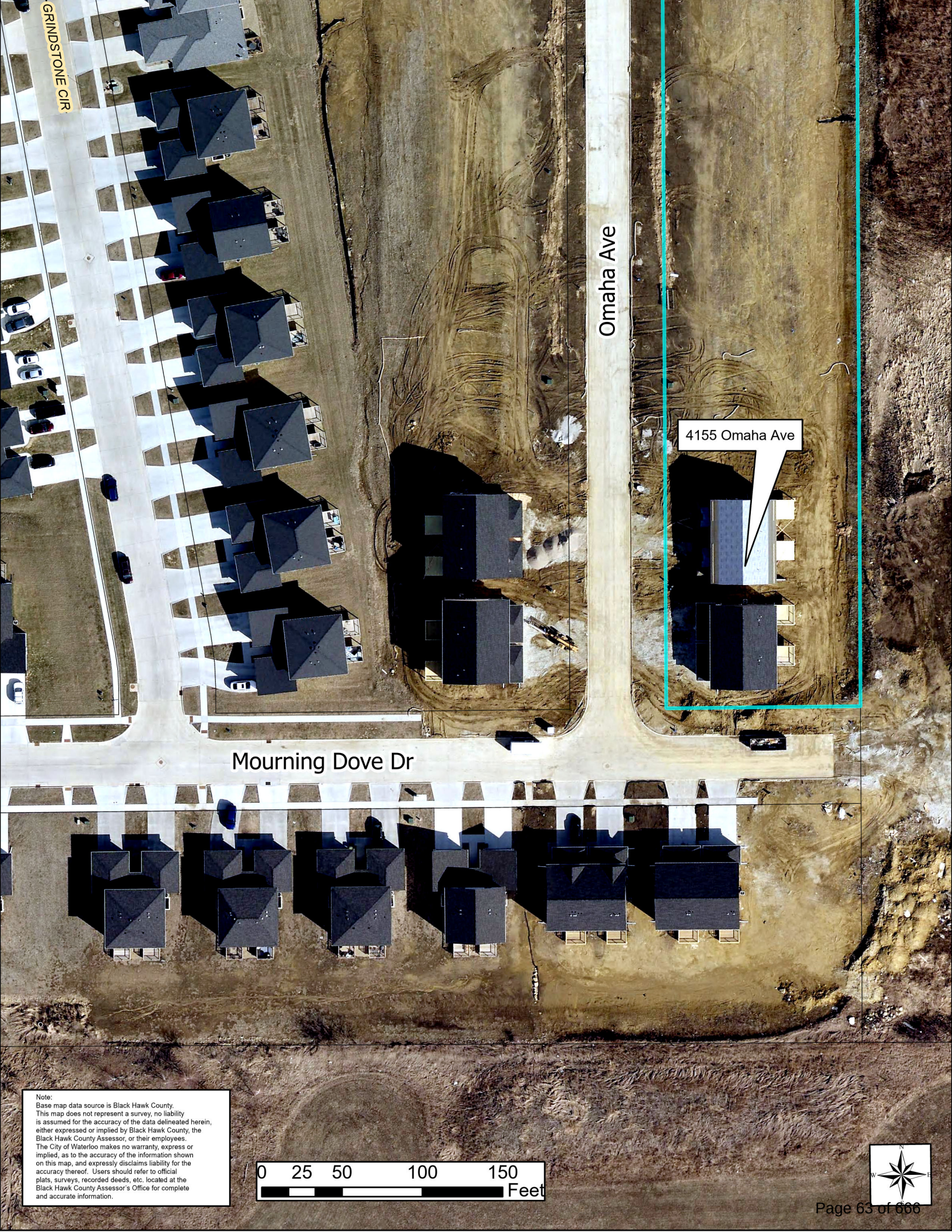
BLACK HAWK COUNTY ASSESSOR

____ APPROVED

DATED: _____

T.J. Koenigsfeld
Black Hawk County Assessor

____ DENIED



GRINDSTONE CIR

Omaha Ave

Mourning Dove Dr

4155 Omaha Ave

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4152 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Prairie Meadow Estates A Condominium, Unit 4152

ATTACHMENTS

1. 4152 Omaha Ave CLURA Form
2. 4152 Omaha Ave CLURA Map



For Office Use Only

Date Received: 11/19/24
Received by: LS
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. Any such day care facilities must be registered with the State of Iowa for day care use.
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Daycare facilities may need a development agreement with the City. Please contact the Waterloo Planning and Zoning Department for more information.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Joe Robson Rentals, LLC SIGNATURE: [Signature]
ADDRESS: 3315 Williams Blvd SW, Ste 2 #329 EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063 DATE: _____

A. What is the Address of the property being improved? 4152 Omaha Avenue

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)

Prairie Meadow Estates A Condominium, Unit 4152

B. Indicate desired exemption schedule: (1 or 2)

1. ☒ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. _____ A partial exemption on the actual value added by improvements according to the following schedule:

- | | | |
|------------------------|------------------------|-------------------------|
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| b. Second Year-----70% | e. Fifth Year-----40% | h. Eighth Year-----30% |
| c. Third Year-----60% | f. Sixth Year-----40% | i. Ninth Year-----20% |
| | | j. Tenth Year-----20% |

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)?

New Construction

D. What was the cost of the new construction?

170,000

E. Estimated or actual date of completion of this new construction?

10-27-23

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

F. City of Waterloo Building and Inspections Department Information:

Permit Number: 22-14326 Date permit was issued: 11-2-22 Total permit(s) valuation: 100,000

CITY OF WATERLOO

____ APPROVED

DATED: _____

RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR

____ APPROVED

DATED: _____

T.J. Koenigsfeld
Black Hawk County Assessor

____ DENIED

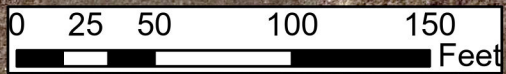
GRINDSTONE
CIR

Omaha Ave

Mourning Dove Dr

4152 Omaha Ave

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4154 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Prairie Meadow Estates A Condominium, Unit 4154

ATTACHMENTS

1. 4154 Omaha Ave CLURA Form
2. 4154 Omaha Ave CLURA Map



For Office Use Only

Date Received: 1/19/24
Received by: LS
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. Any such day care facilities must be registered with the State of Iowa for day care use.
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Daycare facilities may need a development agreement with the City. Please contact the Waterloo Planning and Zoning Department for more information.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Joe Robson Rentals, LLC SIGNATURE: [Signature]
ADDRESS: 3315 Williams Blvd SW, Ste 2 EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063 #329 DATE: _____

A. What is the Address of the property being improved? 4154 Omaha Avenue

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)

Prairie Meadow Estates A Condominium, Unit 4154

B. Indicate desired exemption schedule: (1 or 2)

1. ☒ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. ☐ A partial exemption on the actual value added by improvements according to the following schedule:

- | | | |
|------------------------|------------------------|-------------------------|
| a. First Year-----80% | d. Fourth Year-----50% | g. Seventh Year-----30% |
| b. Second Year-----70% | e. Fifth Year-----40% | h. Eighth Year-----30% |
| c. Third Year-----60% | f. Sixth Year-----40% | i. Ninth Year-----20% |
| | | j. Tenth Year-----20% |

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)? New Construction

D. What was the cost of the new construction? \$170,000

E. Estimated or actual date of completion of this new construction? 10-27-23

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

F. City of Waterloo Building and Inspections Department Information:

Permit Number: 82-14327 Date permit was issued: 11-2-22 Total permit(s) valuation: \$100,000

CITY OF WATERLOO

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR

____ APPROVED DATED: _____

____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor

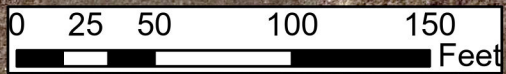
GRINDSTONE
CIR

Omaha Ave

4154 Omaha Ave

Mourning Dove Dr

Note:
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and accurate information.





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4158 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Prairie Meadow Estates A Condominium, Unit 4158

ATTACHMENTS

1. 4158 Omaha Ave CLURA Form
2. 4158 Omaha Ave CLURA Map



For Office Use Only

Date Received: 1/14/24
Received by: LS
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. Any such day care facilities must be registered with the State of Iowa for day care use.
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Daycare facilities may need a development agreement with the City. Please contact the Waterloo Planning and Zoning Department for more information.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Joe Robson Rentals, LLC SIGNATURE: [Signature]
ADDRESS: 3315 Williams Blvd SW, Ste 2 #329 EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063 DATE: _____

A. What is the Address of the property being improved? 4158 Omaha Avenue

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)

Prairie Meadow Estates A Condominium, Unit 4158

B. Indicate desired exemption schedule: (1 or 2)

1. ☒ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. _____ A partial exemption on the actual value added by improvements according to the following schedule:

- | | | |
|------------------------|------------------------|-------------------------|
| a. First Year-----80% | d. Fourth Year-----50% | g. Seventh Year-----30% |
| b. Second Year-----70% | e. Fifth Year-----40% | h. Eighth Year-----30% |
| c. Third Year-----60% | f. Sixth Year-----40% | i. Ninth Year-----20% |
| | | j. Tenth Year-----20% |

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)?

New Construction

D. What was the cost of the new construction? 170,000

E. Estimated or actual date of completion of this new construction? 5-8-23

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

F. City of Waterloo Building and Inspections Department Information:

Permit Number: WA 11366 Date permit was issued: 10-14-22 Total permit(s) valuation: 100,000

CITY OF WATERLOO

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR

____ APPROVED DATED: _____

____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor



Mourning Dove Dr

Omaha Ave

4158 Omaha Ave

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and accurate information.

0 25 50 100 150 Feet





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4156 Omaha Avenue and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Prairie Meadow Estates A Condominium, Unit 4156

ATTACHMENTS

1. 4156 Omaha Ave CLURA Form
2. 4156 Omaha Ave CLURA Map



For Office Use Only

Date Received: 1/19/24
Received by: LS
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. Any such day care facilities must be registered with the State of Iowa for day care use.
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Daycare facilities may need a development agreement with the City. Please contact the Waterloo Planning and Zoning Department for more information.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Joe Robson Rentals, LLC SIGNATURE: [Signature]
ADDRESS: 3315 Williams Blvd SW, Sk. 2 #329 EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063 DATE: _____

A. What is the Address of the property being improved? 4156 Omaha Avenue

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)

Prairie Meadow Estates A Condominium, Unit 4156

B. Indicate desired exemption schedule: (1 or 2)

1. ☒ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. _____ A partial exemption on the actual value added by improvements according to the following schedule:

- | | | |
|------------------------|------------------------|-------------------------|
| a. First Year-----80% | d. Fourth Year-----50% | g. Seventh Year-----30% |
| b. Second Year-----70% | e. Fifth Year-----40% | h. Eighth Year-----30% |
| c. Third Year-----60% | f. Sixth Year-----40% | i. Ninth Year-----20% |
| | | j. Tenth Year-----20% |

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)? New Construction twin home

D. What was the cost of the new construction? 170,000

E. Estimated or actual date of completion of this new construction? 5-8-23

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

F. City of Waterloo Building and Inspections Department Information:

Permit Number: WA 11365 Date permit was issued: 10-14-22 Total permit(s) valuation: \$100,000

CITY OF WATERLOO

____ APPROVED DATED: _____ RESOLUTION NO: _____
____ DENIED

BLACK HAWK COUNTY ASSESSOR

____ APPROVED DATED: _____
____ DENIED T.J. Koenigsfeld
Black Hawk County Assessor

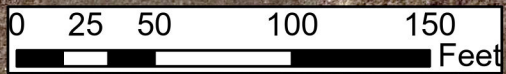
GRINDSTONE
CIR

Omaha Ave

Mourning Dove Dr

4156 Omaha Ave

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4402 Mourning Dove Drive and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Prairie Meadow Estates A Condominium, Unit 4402

ATTACHMENTS

1. 4402 Mourning Dove Dr CLURA Form
2. 4402 Mourning Dove Dr CLURA Map

**For Office Use Only**

Date Received: 1/19/24
Received by: LS
Staff to make a copy for applicant

CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW DWELLINGS AND DAYCARE CENTER IMPROVEMENTS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed residential dwellings and daycare centers, and any additions or major renovations for utilizing a residential home for children daycare center provided that they meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. Any such day care facilities must be registered with the State of Iowa for day care use.
3. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with the timeline of the State Code of Iowa, Section 404.4 unnumbered paragraph 2. However, a single application may be filed upon completion of an entire project requiring more than one year to construct or complete, providing prior approval has been granted by the City Council or County Board of Supervisors.
4. Daycare facilities may need a development agreement with the City. Please contact the Waterloo Planning and Zoning Department for more information.

Please fill out the following information for your application to be submitted to the City Council.

NAME: Joe Robson Rentals, LLC SIGNATURE: [Signature]
ADDRESS: 3315 Williams Blvd SW, Ste 2 #329 EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063 DATE: _____

A. What is the Address of the property being improved? 4402 Mourning Dove Drive

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)

Prairie Meadow Estates A Condominium Unit 4402

B. Indicate desired exemption schedule: (1 or 2)

1. ☒ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
2. _____ A partial exemption on the actual value added by improvements according to the following schedule:

- | | | |
|------------------------|------------------------|-------------------------|
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| | | j. Tenth Year-----20% |

Note: Residentially assessed properties receiving the CLURA tax abatement incentive will not receive tax abatement on school district taxes. Therefore, all residential properties will pay the school district portion of the property taxes effective July 1, 2024.

C. What was the nature of the improvement(s)?

New Construction twin home

D. What was the cost of the new construction? 170,600

E. Estimated or actual date of completion of this new construction? 3-22-2023

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

F. City of Waterloo Building and Inspections Department Information:

Permit Number: WA 09396 Date permit was issued: 8/5/22 Total permit(s) valuation: \$100,000

CITY OF WATERLOO

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR

____ APPROVED DATED: _____

____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor

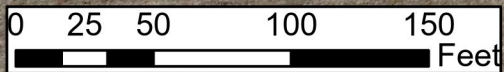


Mourning Dove Dr

Omaha Ave

4402 Mourning Dove Dr

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the request by Joe Robson Rentals, LLC, for tax exemptions on the construction of a new twin home unit valued at \$170,000.00, for property located at 4400 Mourning Dove Drive and located in the City Limits Urban Revitalization Area (CLURA).

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The Planning, Programming, and Zoning Commission staff has reviewed this application and feels that the project qualifies for exemptions from taxes on the actual value added to the residential property under the City Limits Urban Revitalization Area Plan.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Strategy 3.9: Increase the promotion and utilization of the City Limits Urban Revitalization Area (CLURA) housing program.

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Prairie Meadow Estates A Condominium, Unit 4400

ATTACHMENTS

1. 4400 Mourning Dove Dr CLURA Form
2. 4400 Mourning Dove Dr CLURA Map



For Office Use Only

Date Received: 1/19/24
Received by: LS
Staff to make a copy for applicant

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Please fill out the following information for your application to be submitted to the City Council.

NAME: Joe Robson Rentals, LLC SIGNATURE: [Signature]
ADDRESS: 3315 Williams Blvd SE, #329 EMAIL: robsonhomes95@gmail.com
TELEPHONE: 319-845-4063 DATE: _____

A. What is the Address of the property being improved? 4400 Mourning Dove Drive

What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)

Prairie Meadow Estates A Condominium Unit 4400

B. Indicate desired exemption schedule: (1 or 2)

1. ☒ One Hundred Percent (100%) exemption for three years on the actual value added by improvements;
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- | | | |
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C. What was the nature of the improvement(s)?

New Construction twin home

D. What was the cost of the new construction? 170,000.00

E. Estimated or actual date of completion of this new construction? 3-22-2023

Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

DO NOT Write Below this line – Office Use Only

F. City of Waterloo Building and Inspections Department Information:

Permit Number: WA 09395 Date permit was issued: 8-5-22 Total permit(s) valuation: \$100,000

CITY OF WATERLOO

____ APPROVED DATED: _____ RESOLUTION NO: _____

____ DENIED

BLACK HAWK COUNTY ASSESSOR

____ APPROVED DATED: _____

____ DENIED

T.J. Koenigsfeld
Black Hawk County Assessor



Mourning Dove Dr

Omaha Ave

4400 Mourning Dove Dr

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Feet





COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Fire Rescue Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the submission of an AFG grant application and financial hardship waiver by the Waterloo Fire Department for \$1.2 Million, for Cancer Prevention Initiatives.

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. AFG Application Checklist

Assistance to Firefighters Grants

Application Checklist

Completing this checklist will help you prepare your Assistance to Firefighters Grant (AFG) application. Collecting this information beforehand will reduce the time and energy needed to complete your application when the next grant cycle opens.

AFG Program Application Checklist Table 1: SAM.gov Profile

SAM.gov Profile		
☐ Is your System for Award Management (SAM) registration current?	☐ Yes	☐ No
☐ What is the expiration date for your SAM registration?		
☐ Do you know your Unique Entity Identifier (UEI) number issued by SAM?		
☐ Has your E-Business point of contact in SAM established your organization in the FEMA Grants Outcomes (FEMA GO) System?		
☐ Have you registered in the FEMA GO System?		
Search the SAM.gov website to confirm you UEI number matches your SAM.gov registration. You will also find your expiration date through this search. Click here for help with FEMA GO registration.		

AFG Program Application Checklist Table 2: Applicant Characteristics

Applicant Characteristics	
☐ Applicant type?	☐ Fire Department ☐ Nonaffiliated Emergency Medical Service (EMS) ☐ State Fire Training Academy (SFTA)
☐ Is this grant application a Regional request? If yes, please list all eligible participating partners POC name(s), POC phone number(s), Employer Identification Number for each partner. Do you have a Memorandum of Understanding (MOU) with the participating partners? If yes, please upload the MOU with your application. <i>Note: Community identification characteristic (e.g., Rural, Urban, Suburban) and the organizational status of the host applicant (e.g., Career, Combination, Volunteer) will be entered and used for the Regional application,</i>	



FEMA

Applicant Characteristics	
<i>regardless of the composition of the participating partners. For additional information on Regional applications and MOU requirements, please refer to the AFG Program Notice of Funding Opportunity.</i>	
☐ What kind of organization do you represent?	☐ All Paid/Career ☐ Volunteer ☐ Combination (Majority Career) ☐ Combination (Majority Volunteer)
☐ How many active firefighters does your department have who perform firefighting duties?	
☐ How many of your active firefighters are trained to the level of Firefighter I or equivalent?	
☐ Are you requesting training funds in this application to bring 100% of your firefighters into compliance with National Fire Protection Association (NFPA) 1001?	
☐ Which of the following standards does your organization meet regarding physicals? If physicals are not required, do not select any option.	☐ Meets NFPA or 1582 Standard ☐ Meets National Transportation Safety Board (NSTB) or U.S. Department of Transportation (DOT) standard
☐ How many members in your department are trained to the level of Emergency Medical Responder or Emergency Medical Technician (EMT), Advanced EMT, or Paramedic?	
☐ Does your department have a Community Paramedic program?	
☐ How many stations are operated by your department?	
☐ Does your organization protect critical infrastructure of the state?	
☐ Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. If yes, make note of your Fire Department Identifier (FDID) number.	
☐ Do you offer live fire training?	

AFG Program Application Checklist Table 3: Operating Budget

Operating Budget			
☐ What is your operating budget for the current and two previous fiscal years?			
☐ What percentage of the declared operating budget is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?			
☐ Does your department have any rainy-day reserves, emergency funds, or capital outlay? If yes, what is that			
☐ The percentage of your budget derived from: (whole percentage)			
Taxes	%	%	%

Operating Budget			
Bond issues	%	%	%
EMS billing	%	%	%
Grants	%	%	%
Donations	%	%	%
Fund drives	%	%	%
Fee for service	%	%	%
Other (please explain 'Other' portion of the budget)	%	%	%
Total percentage must equal 100% <i>Use the information above in your financial narrative. It is important that your application remain consistent throughout. When breaking down the budget, be sure to account for all funding received.</i> <i>(Budget breakdown should account for 100% of the budget.)</i>			
Financial Need Narrative Describe your financial need and how consistent it is with AFG's intent. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control. <i>This section must be no more than 4,000 characters.</i> Click here for additional guidance in developing your narrative.			
☐ Does your organization intend to apply for an Economic Hardship Waiver? Please attach your request for a waiver to your application.		☐ Cost Share ☐ Maintenance of effort	
Guidance for requesting waivers can be found here: https://www.fema.gov/sites/default/files/2020-04/Eco_Hardship_Waiver_FPS_SAFER_AFG_IB_FINAL.pdf			
Other Funding Sources			
☐ This fiscal year, are you receiving federal funding from any other grant program for the same purpose for which you are applying for this grant?		☐ Yes	☐ No
☐ This fiscal year, are you receiving federal funding from any other grant program regardless of purpose?		☐ Yes	☐ No

AFG Program Application Checklist Table 4: Applicant and Community Trends

Applicant and Community Trends			
Injuries and fatalities	Most recent full calendar year e.g., 2023	Previous calendar year e.g., 2022	A year before the previous calendar year e.g., 2021
☐ What is the total number of fire-related civilian fatalities in your jurisdiction over the past three calendar years?			
☐ What is the total number of fire-related civilian injuries in your jurisdiction over the past three calendar years?			
☐ What is the total number of line-of-duty member injuries in your jurisdiction over the past three calendar years?			
☐ What is the total number of members with self-inflicted fatalities over the past three calendar years?			

AFG Program Application Checklist Table 5: Vehicle Inventory

Vehicle Inventory			
How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession. <i>Front Line Vehicle: a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle). Reserve Vehicle: a vehicle that is not fully equipped and not ready to respond. Do not list vehicles that are permanently out of service.</i>			
Vehicle Inventory <i>List the number of:</i>	Front Line	Reserve	Seated Positions
Engines or Pumpers			
Ambulances			
Tankers or Tenders			
Aerial Apparatus			
Brush/Quick Attack			
Rescue Vehicles			
Additional vehicles			

How many Advanced Life Support response vehicles are in your fleet?			
☐ Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? If yes, please explain.			

AFG Program Application Checklist Table 6: Community Description

Community Description	
☐ Type of jurisdiction served	
☐ What type of community does your organization serve?	☐ Urban ☐ Suburban ☐ Rural
☐ What is the square mileage of your first due response zone/jurisdiction served?	
☐ What percentage of your primary response area is protected by hydrants?	%
☐ What percentage of your primary response area is for the following:	
Agriculture, wild land, open space, or undeveloped properties	%
Commercial/industrial	%
Residential	%
☐ What is the permanent resident population of first-due response area?	
☐ Do you have a seasonal increase in population?	
If yes, what is your seasonal increase in population (number of people)?	
Community Description Narrative Please describe your organization and/or community that you serve. <i>This section must be no more than 4,000 characters.</i> Click here for additional guidance in developing your narrative.	

AFG Program Application Checklist Table 7: Call Volume

Call Volume
Please provide the total number of incidents that your organization responded to for each year of the previous three calendar year period. Include only those alarms which your organization was a primary responder and not second due or giving mutual aid.

Call Volume			
Note: Each incident must be counted only once regardless of the number of units or agencies that responded to that incident (e.g., a vehicle fire with entrapment and injuries may be counted as a vehicle fire or a rescue call or an EMS call, but not all three).			
Summary			
<i>*How many responses per year by category? (Enter whole number(s) only. If you have no calls for any of the categories, enter 0)</i>	Most recent full calendar year e.g., 2023	Previous calendar year e.g., 2022	A year before the previous calendar year e.g., 2021
NFIRS Series 100: Fire			
NFIRS Series 200: Overpressure Rupture, Explosion, Overheat (No Fire)			
NFIRS Series 300: Rescue & Emergency Medical Service Incident			
NFIRS Series 400: Hazardous Condition (No Fire)			
NFIRS Series 500: Service Call			
NFIRS Series 600: Good Intent Call			
NFIRS Series 700: False Alarm & False Call			
NFIRS Series 800: Severe Weather & Natural Disaster			
NFIRS Series 900: Special Incident Type			
Fire			
<i>* How many responses per year by category? (Enter whole number(s) only. If you have no calls for any of the categories, Enter 0)</i>	Most recent full calendar year e.g., 2023	Previous calendar year e.g., 2022	A year before the previous calendar year e.g., 2021
Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111- 123)?			
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)?			
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140- 143)?			
What is the total acreage of all vegetation fires? Enter whole numbers only. If you have no vegetation fires, enter 0.			
Rescue and Emergency Medical Service Incidents			
<i>* How many responses per year by category? (Enter whole number(s) only. If you have no calls for any of the categories, Enter 0)</i>	Most recent full calendar year e.g., 2023	Previous calendar year e.g., 2022	A year before the previous calendar year e.g., 2021
Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)?			
Of the NFIRS Series 300 calls, how many are "Extrications from Vehicles" (NFIRS Code 352)?			
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)?			

Call Volume			
How many EMS-BLS Response Calls?			
How many EMS-ALS Response Calls?			
How many EMS-BLS Scheduled Transports?			
How many EMS-ALS Scheduled Transports?			
How many Community Paramedic Response Calls?			
Mutual and Automatic Aid			
<i>* How many responses per year by category? (Enter whole number(s) only. If you have no calls for any of the categories, enter 0)</i>	Most recent full calendar year e.g., 2023	Previous calendar year e.g., 2022	A year before the previous calendar year e.g., 2021
How many times did your organization receive mutual aid?			
How many times did your organization receive automatic aid?			
How many times did your organization provide mutual aid?			
How many times did your organization provide automatic aid?			
Of the Mutual and Automatic Aid responses, how many were structure fires?			

AFG Program Application Checklist Table 8: Grant Request Details

Grant Request Details		
☐ Are you requesting a Micro Grant? A Micro Grant is limited to \$50,000 in federal resources.	☐ Yes	☐ No
☐ Add Activity to Request Details	☐ Equipment ☐ Modify Facilities ☐ Personal Protective Equipment (PPE) ☐ Training ☐ Wellness and Fitness ☐ Grant Writer Fee ☐ Vehicle Acquisition	
<i>Please note that Fire Department and nonaffiliated EMS applicants applying for Operations and Safety Activities (Equipment, PPE, Modify Facilities, Wellness and Fitness, and Training) and that wish to apply for a vehicle must start a separate application. The number of applications that can be submitted in the same application cycle is limited based on the type of applicant/application selected. Please refer to the AFG funding notice for details.</i>		

Grant Request Details	
☐ Add Narratives to the Selected Activity <i>Note: each narrative section must be no more than 4,000 characters.</i> Click here for additional guidance in developing your narrative.	☐ Project Description and Budget Narrative ☐ Cost Benefit Narrative ☐ Statement of Effect on Operations Narrative
☐ Add Item(s) to Selected Activity	Select items based on Activity (add quantity, unit price, budget class and description of item requested). Please see examples of questions below.
☐ Answer additional questions based on Activity/item selected	Additional questions vary based on the item and activity selected. Please see examples of questions below.

AFG Program Application Checklist: Examples of Additional Questions Based on Selected Activity

Additional Questions Table 1: Equipment Activity

Equipment Activity		
1. Add Item to Equipment Activity Add quantity, unit price, budget category and description of the item.		
What is the purpose of this request?	☐ Obtain equipment to achieve minimum operational and deployment standards for existing missions ☐ Replace noncompliant equipment to current standard ☐ Obtain equipment for new mission ☐ Upgrade technology to current standard	
☐ Will the equipment being requested bring the organization into voluntary compliance with a national standard? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.	☐ Yes	☐ No
☐ At what level of service will this equipment be used if awarded this grant?	Select appropriate option	
☐ Is your department trained in the proper use of the equipment being requested?	☐ Yes	☐ No
☐ Are you requesting funding to be trained for this item(s)? (Funding for requested training should be requested as additional funding.)	☐ Yes	☐ No
☐ If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?	☐ Yes	☐ No

Additional Questions Table 2: Modify Facilities Activity

Modify Facilities Activity			
1. Add Project to Modify Facilities Activity <i>Note: Additional Funding project must complement the Facility project. Do not select Additional Funding only.</i>		☐ Facility ☐ Additional Funding	
Facility Identification			
Does this facility have a fire alarm system?		☐ Yes	☐ No
Does this facility have a fire sprinkler system?		☐ Yes	☐ No
Does this facility have a diesel/smoke removal system?		☐ Yes	☐ No
☐ When did the last major renovation to this facility occur? Please enter date built if no renovations have occurred.			MM/DD/YYYY
2. Add Item to the selected Project		☐ Air Quality System(s) ☐ Generator(s) (fixed/primary/backup) ☐ Source Capture Exhaust System(s) ☐ Sprinkler System(s) ☐ Smoke/Carbon Monoxide/Alarm System(s)	
☐ What is the square footage of the area that your modification will directly affect?			
☐ Does the facility you wish to modify have a drive-through bay?		☐ Yes	☐ No
☐ What is the age of the facility that is being modified?			
☐ What type of facility will be modified?		☐ Station with sleeping quarters (to include marine fire facilities) ☐ Station without sleeping quarters ☐ Training facilities ☐ Dispatch, administrative, maintenance, storage	
☐ What is the level of occupancy for the facility you wish to modify? <i>Note: The occupancy is defined by the number of hours the facility is used within a single 24-hour time period.</i>		☐ Full-Time (24/7) ☐ Part-Time (daily, but not 24/7) ☐ Occasional	
If requesting Source Capture Exhaust System:		☐ Yes	☐ No
☐ Will the installation of this unit upgrade, replace, or refurbish an existing system in place?			

Additional Questions Table 3: PPE Activity

PPE Activity		
1. Add Item to PPE Add quantity, unit price, budget category, and description of the item		
☐ What is the purpose of this request?	☐ Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (Self-Contained Breathing Apparatus [SCBA]). This includes replacing out of service PPE-Turnout Gear and SCBA. ☐ Replace in-service or in-use damaged/unsafe/unrepairable PPE/SCBA to meet current standard. ☐ Replace in-service/in-use/expired/noncompliant PPE/SCBA to current standard. ☐ Replace PPE and SCBA to upgrade technology	
Are you requesting for members that currently do not have above-mentioned item? (for PPE only)	☐ Yes	☐ No
Is your department trained in the proper use of the PPE/SCBA being requested?	☐ Yes	☐ No
Are you requesting funding for training for this PPE/SCBA?	☐ Yes	☐ No
If you are not requesting training funds through this application, will you obtain training for this PPE/SCBA through other sources?	☐ Yes	☐ No
How many of your on-duty active members currently have PPE that meets applicable NFPA and Occupational Safety and Health Administration (OSHA) standards? Or how many of your seated riding positions currently have compliant SCBA assigned to it?		
☐ When requesting PPE (any PPE other than SCBA), what are the ages of your PPE in years?	Years Old	# of items
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	

PPE Activity				
	13			
	14			
	15			
	16			
	17			
	18			
	19			
	20			
	21			
	22			
	23			
	24			
	25 or older			
When requesting SCBA, to which edition(s) of the NFPA standard are your SCBA compliant?				
Year	Current Inventory		Being Replaced	
	SCBA	Cylinder	SCBA	Cylinder
2018 Edition				
2013 Edition				
2007 Edition and older				
Obsolete/non-compliant				

Additional Questions Table 4: Training Activity

Training Activity	
1. Add Project to the Training Activity	
Provide a detailed description of the training program you selected.	
Generally, this program can best be categorized as:	☐ Training that is evaluated using national or state standards ☐ Training that does not result in certification
How many personnel will be trained by this program?	
Generally, the training program provided under this grant will:	☐ Bring your department into compliance with recommended NFPA or other national standards ☐ Bring your department into compliance with mandates from national, state, or local training requirements ☐ Address an identified risk for your department or community

Training Activity		
Will this training enhance your ability to perform mutual aid?	☐ Yes	☐ No
Will this training include members from other fire departments and/or nonaffiliated EMS organizations?	☐ Yes	☐ No
Will this training be:	☐ Instructor-led ☐ Self-directed/test-validated ☐ None of the above	
2. Add Item to the selected Training Project Enter quantity, unit price, budget category, and description		

Additional Questions Table 5: Wellness and Fitness Activity

Wellness and Fitness Activity			
1. Add Project to Wellness and Fitness Activity <i>Note: Applicants that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within this activity. Please refer to the AFG funding notice for additional information.</i>			
	Does your organization currently offer this activity?	Will this program be mandatory?	Will this program be offered to all?
Initial Physical Exam	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Job-Related Immunization Program	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Periodic Physical Exam/Health Screening	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Behavioral Health NFPA 1500 or equivalent	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
Cancer Screening Program/Equipment	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2. Add item to the selected Project Enter quantity, unit price, budget class, and description			

Additional Questions Table 6: Vehicle Acquisition Activity

Vehicle Acquisition Activity			
1. Add Item to Vehicle Acquisition Enter quantity, unit price, budget class, and description <i>If applying for more than one vehicle, please select 'Add item to vehicle acquisition' again for separate narrative sections and questions.</i> <i>If Additional Funding for the vehicle acquisition is needed, please use '+Add cost' link located above vehicle description.</i>			
Please provide the model year, pumping capacity, and carrying capacity for each vehicle within your organization's inventory. The list of vehicles will be prepopulated based on your inputs to the Applicant and Community trends section of the application.			
Vehicle Type or Class	Model Year (e.g., 2002)	Pumping Capacity (GPM)	Carrying Capacity (gallons)
Add Item to Vehicle Acquisition Activity			
Is the vehicle you propose to buy:		☐ Replacement of an existing apparatus ☐ New purchase	
Do you have a driver-training program equivalent to national or NFPA standards?		☐ Yes	☐ No
Are you requesting funding for training specific to the vehicle acquisition?		☐ Yes	☐ No
If awarded, will you develop and/or enforce standard operating policies/procedures that require: 1) all occupants to use seatbelts, 2) all drivers of the recipient's apparatus must adhere to all traffic signs, signals, and state traffic regulations?		☐ Yes	☐ No
Will this vehicle be used on Automatic and/or Mutual Aid?		☐ Automatic Aid ☐ Mutual Aid ☐ Both ☐ None	
☐ How many vehicles of this type or class in your fleet were manufactured prior to 2002?			
If applying for fire apparatus, was the vehicle you are requesting to replace built before the applicable NFPA vehicle standard from 1992?			☐ Yes ☐ No



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Fire Rescue Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving a Memorandum of Understanding between the Iowa Department of Administrative Services and Waterloo Fire Rescue, and authorizing the Fire Chief to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. MOU - Ventilators

MEMORANDUM OF UNDERSTANDING FOR USE OF DURABLE MEDICAL EQUIPMENT (DME)

THIS AGREEMENT is made and entered into on the date when fully executed as shown below, by and between the Iowa Department of Administrative Services (DAS), and the WATERLOO FIRE RESCUE.

I. Purpose. This Memorandum of Understanding sets out the respective rights and responsibilities regarding the ownerships, use, storage, transport, maintenance, and legal responsibility for the DME described in Section II of this document.

II. The Equipment. Possession of the following equipment, hereinafter collectively referred to as the DME, is hereby transferred from DAS to the EMS Agency, pursuant to the terms and conditions set forth in this agreement:

- Ventec Life Systems Ventilator Model VOCSN, Serial number: 120765
- Ventec Life Systems Ventilator Model VOCSN, Serial number: 120767
- Ventec Life Systems Ventilator Model VOCSN, Serial number: 120772
- Ventec Life Systems Ventilator Model VOCSN, Serial number: 120776
- Ventec Life Systems Ventilator Model VOCSN, Serial number: 120780
- Ventec Life Systems Ventilator Model VOCSN, Serial number: 120800

III. General Understanding and Agreements. DAS, and the EMS Agency agree to the following general terms and conditions:

- A. The DME listed above is owned by the State of Iowa, and specifically DAS, and possession of said DME is being transferred to the EMS Agency for the sole purposes set forth in this agreement.
- B. DAS will facilitate the transfer of possession from DAS to the EMS Agency, but at all times ownership of the DME shall remain with DAS.
- C. The parties' intended use of the transferred DME is that it may only be used in accordance with the manufacturer's intended use.
- D. The EMS Agency shall give notice to DAS of a change in location of the DME within thirty (30) days of moving it to a new location.
- E. The EMS Agency shall have physical possession and operational control of the DME.
- F. DAS and the State of Iowa reserve the right to conduct an inventory at any time. Occasionally, DAS or the State of Iowa may request verification of the item by a date stamped photo of the unit, serial number, and Iowa property label.

IV. Specific Duties of the Parties. The parties agree to the following duties in respect to the DME:

A. DAS agrees:

1. To provide the DME for use to the EMS Agency in accordance with the terms and provisions set forth in this agreement.
2. That the DME that is the subject of this agreement is in good operating condition at the time possession is transferred to the EMS Agency.

B. The EMS Agency agrees:

1. To keep and maintain the DME at its own cost in accordance with the manufacturer's maintenance and warranty requirements and/or the EMS Agency's regular maintenance requirements for similar DME.
2. To maintain the DME in a good state of repair, normal wear and tear accepted.
3. To safely store, operate, and maintain the DME while under its control in accordance with the manufacturer's recommendations.
4. To indemnify and hold harmless DAS, and the State of Iowa against any and all claims asserted by others against the State of Iowa as it relates to the use of the DME listed above and while the DME is in the possession of and under the control of the EMS Agency.
5. To notify and receive approval from DAS prior to final disposal of the DME, should the DME become inoperable or damaged beyond reasonable repair.

V. Expiration Date. This Memorandum of Understanding has no expiration date and shall remain in effect until such time as either party agrees to terminate it.

VI. Modification or Termination. This agreement may be modified only upon the written consent of each party. Any party may terminate this agreement by providing a thirty-day written notice of termination to the other parties. Upon termination of this agreement, DAS will assume full control of the DME and the EMS Agency shall take necessary steps to facilitate the transfer of possession and deliver the ventilator(s) to DAS.

VII. Notification of Parties. Notification of parties required under the terms set forth in this agreement shall be made via certified letter or email correspondence to the following:

Iowa Department of Administrative Services

Allen Meyer, Chief Operating Officer, Central Services Enterprise
515-725-2272
allen.meyer@iowa.gov
Hoover Building, 3rd Floor
1305 E Walnut
Des Moines, Iowa 50319

Waterloo Fire Rescue

Jason Hernandez, Medical Supervisor

319-291-4460

Jason.Hernandez@waterloo-ia.org

425 E 3rd St

Waterloo, IA 50703

IN WITNESS WHEREOF and in consideration of the mutual covenants set forth above, the Iowa Department of Administrative Services, and the EMS Agency execute this agreement by signing their names below, effective upon the date set forth.

IOWA DEPARTMENT OF ADMINISTRATIVE SERVICES

By _____
Allen L. Meyer, Chief Operating Officer, Central Services

Date: _____

WATERLOO FIRE RESCUE

By _____
William Beck, Chief

Date: _____



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Waste Management Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving preliminary plans, specifications, bid documents, etc., setting the date of bid opening as February 29, 2024, and date of public hearing as March 4, 2024, in conjunction with the FY 2024 CIPP Ph IVB1 Project, Contract No. 1102, and directing the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approve the specifications, ect. and taking of bids and det the date of bid opening and hearing.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Resolution approving preliminary plans, specifications, bed documents, etc, setting the date of bid opening as Thursday, February 29, 2024 and the date of public hearing as March 04, 2024, in conjunction with the FY 24 CIPP PH IVB1 Pipelining Project, Contact No. 1102

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Sewer Funds/SRF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. ++FY2024 CIPP IVB1 Specs
2. 20240118 CIPP PH IVB1 SA12 EST



FY 2024 CIP Pipelining Phase IVB1
City of Waterloo, Iowa

City Contract No. 1102

AECOM #60721823

Prepared For:
City of Waterloo
715 Mulberry Street
Waterloo, Iowa 50703

Prepared By:
AECOM
501 Sycamore Street, Suite 222
P.O. Box 1497
Waterloo, Iowa 50704-1497

February 2024

FY 2024 CIP Pipelining Phase IVB1
City of Waterloo, Iowa

City Contract No. 1102

Prepared For:
City of Waterloo, Iowa

Prepared By:
AECOM

February 2024

	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.	
		January 24, 2024
	CHRISTOPHER G. OELKERS, P.E.	Date
	License No. <u>22053</u>	
	My license renewal date is December 31, 2025.	
Pages or sheets covered by this seal: <u>All Pages</u>		

FY 2024 CIP Pipelining Phase IVB1
CITY CONTRACT NO. 1102

CONTRACT DOCUMENTS

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The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series of 2015, plus the applicable General Supplemental Specifications and the 2023 Iowa Statewide Urban Specifications, also known as SUDAS, shall apply to construction work. These standard specifications are amended by the City of Waterloo Supplemental Specifications to the 2024 edition of SUDAS.

Any specifications that supersede the Iowa DOT, SUDAS and City of Waterloo Specifications are listed in the Special Provisions.

18.	TECHNICALS	
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APPENDIX

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DAVIS-BACON WAGE RATES AND FORMS:

Davis-Bacon Wage Rates

Form WH-347 Payroll and Certifications

Form SF-1444 Request for Authorization of Additional Classification and Rate

Form WH-321 Notice Poster

NOTICE TO BIDDERS
For the Taking of Construction Bids for the
FY 2024 CIP Pipelining Phase IVB1
In the City of Waterloo, Iowa
CONTRACT NO. 1102

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **29th day of February 2024, until 1:00 p.m.** for the construction of the **FY 2024 CIP PIPELINING PHASE IVB1, CONTRACT NO. 1102**, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All bids received will be opened in the First Floor Conference Room at City Hall in the City of Waterloo, Iowa, on the **29th day of February 2024, until 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.

PUBLIC HEARING

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 described improvement project at **5:30 p.m. on March 4th, 2024**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City.

The public is invited to speak on a public hearing item in the following ways: Call the City Clerk's Office at 319-291-4323 by 4:45 p.m. to obtain conference call information. Alternatively, you may email your comments to comments@waterloo-ia.org and they will be read during the public hearing. Please state the public hearing item on which you wish to speak.

SCOPE OF WORK

Work of this Contract entails construction of Cured-In-Place (CIP) sanitary sewer lining located in the City of Waterloo, identified as Sewer Service Area 12 (SA #12), as shown on the Drawings. The project includes cleaning, root removal, televising, CIP pipelining and lateral grouting of the following quantities:

8-Inch Diameter CIP – 5,101 LF
10-Inch Diameter CIP – 1,585 LF
12-Inch Diameter CIP - 911 LF
Laterals - 189 EA

BEGINNING AND COMPLETION DATES

The work under the proposed contract shall commence after receipt of "Notice to Proceed" and at the date submitted by the Contractor at the preconstruction conference and approved by the Engineer. Once work commences, periods of inactivity shall be minimized. All items shall be completed on or before **November 30, 2024**.

METHOD OF PAYMENT TO CONTRACTOR

The Contractor will be paid against monthly estimates in cash on the basis of ninety-five percent (95%) of the work as it is completed, and materials delivered and work approved. Final payment will be made thirty-one (31) days after completion of the work and acceptance by the Council. Before final payment is made, vouchers showing that all subcontractors and workmen and all persons furnishing materials have

been fully paid for such materials and labor will be required unless the City is satisfied that material, men and laborers have been paid.

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

PLANS AND SPECIFICATIONS

Plans and Specifications governing the construction of the proposed improvements have been prepared by **AECOM**, which plans and specifications and also the prior proceedings of the City Council referring to and defining said proposed improvements are hereby made a part of this notice, and the proposed contract by reference shall be executed in compliance therewith.

Complete digital Plans and Specifications are available at **www.questcdn.com**. You may download the digital documents free of charge from Quest CDN by inputting Quest CDN Project **#8924009** on the website's Project Search page. Please contact Questcdn.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, downloading and working with this digital project information. Optional paper copies of the Plans and Specifications are available from AECOM, 501 Sycamore Street, Suite 222, Waterloo, Iowa, upon receipt of a **\$50.00 deposit (CHECK ONLY)**. Deposits are fully refundable if the plans and specifications are returned in usable condition (i.e., generally free of highlights, ink markings, tears, stickers, water stains and soiling) to the Waterloo AECOM office listed above by the end of the 14th consecutive day after the project has been awarded. No deposits will be refunded for any requests or plans received after the 14th consecutive day, which includes plans returned via mail service. Plan holders are responsible for ascertaining when the project has been awarded. If the plan holder is the prime contractor, or a subcontractor or supplier of the prime contractor that has been awarded the project, Plans and Specifications do not need to be returned to receive the deposit. The prime contractor must submit a list of his subcontractors and suppliers for the City and consulting engineer to verify eligibility for the refundable deposit.

Please **DO NOT** obtain Bid Documents from any source other than Questcdn.com or through the AECOM Waterloo office as listed above. Obtaining documents through any other source could prevent Bidder from being included on the official AECOM Plan Holders List which, in turn, may cause the Bidder to not receive addenda or other time-sensitive / bid-critical documents. The City has the right to reject any bids that do not have current bidding documents included in the proposal.

Upon award of project, the prime contractor, subcontractors and suppliers shall be supplied with the needed number of plans and specifications at no additional cost.

CONTRACT AWARD

A contract will be awarded to the qualified bidder submitting the lowest **BASE BID**.

The City reserves the right to reject any or all bids, re-advertise for new bids, and to waive informalities in the bids submitted that might be in the best interest of the City.

Bids may be held by the City of Waterloo, Iowa, for a period not to exceed thirty (30) days from the day of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding the contract.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa and preference will be given to local domestic labor in the construction of the improvement.

PROPOSALS SUBMITTED

The bidder shall submit bids on the items listed in the proposal. The bidder shall clearly write or type the unit bid price and the bid item extension (Unit Price x Estimated Qty) in numerals on the blanks provided. Should there be any discrepancy between the unit bid price and extension, the City of Waterloo shall consider the unit bid price as being the valid unit bid price.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

BID SECURITY REQUIRED

All bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond, (on the form furnished by the City) payable to the City of Waterloo, Iowa, in the sum of not less than five percent (5%) of the bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bonds, his bid security may be retained by said City as agreed upon liquidated damages. If bid bond is used, it must be signed by both the Bidder and the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

PERFORMANCE & PAYMENT BONDS

The successful bidder will be required to furnish a "Performance Bond" and a "Payment Bond" within ten (10) days after forms are presented to him/her in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City Council and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims of any kind caused by the operations of the contractor.

MAINTENANCE BOND

Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.

CONTRACT COMPLIANCE PROGRAM / SUBCONTRACTING

The program proposes numerical projections regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as Subcontractors, vendors and suppliers in the performance of Contracts awarded by the City of Waterloo, Iowa.

A goal of at least ten percent (10%) for MBE participation on all City funded construction projects that are estimated at \$50,000.00 or more. A goal of at least two percent (2%) for WBE participation on all City funded construction projects that are estimated at \$50,000.00 or more. Any project funded in part or in total with federal funds shall follow the respective agencies contract compliance program and goals. The Prime Contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The

MBE/WBE subcontractors, suppliers or vendors must provide the Prime Contractor a reasonably competitive price for the service being rendered or the Contractor is not required to accept their bid.

LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the contractor shall pay to the City Liquidated Damages in the amount of five hundred dollars (\$500.00) per day, for each day, as further described herein, in excess of the authorized time.

Days beyond the specified completion date for which Liquidated Damages will be charged will be working days that the contractor does, or could have worked, from Monday through Saturday. Sundays will be counted only if work is performed. Partial working days will be considered as a full working day. Days not chargeable for Liquidated Damages will include rain days, Sunday if no work is done, and legal holidays.

Working days will cease to be charged when only punch list items remain to be completed. Punch list items do not include contract bid items or approved change/extra work orders.

When the Contractor believes the project to be substantially completed, a written notice stating the same shall be submitted to the Engineer and a request made for a Punch List. If the work under the Contract extends beyond the normal construction season for such work the Contractor shall submit to the Engineer in writing a request that working days counted toward the project be suspended until work is resumed the following construction season.

This amount is not construed as a penalty. These damages are for the cost to the City of providing the required additional inspection, engineering and contract administration.

PRE-CONSTRUCTION CONFERENCE

Before the work is commenced on this contract, a conference shall be held for the purpose of discussing the contract. The conference shall be attended by the prime contractor, subcontractors, engineer (AECOM) and City Officials.

BIDDER STATUS

Attention of bidders is called to compliance with the provisions of the Resident Bidder/Non-Resident Bidder requirements.

Each bidder submitting a bid shall execute and include with the bid the Bidder Status Form on the form herein provided.

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

SALES TAX EXEMPTION CERTIFICATES

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

Posted pursuant to the provisions of Chapter 26 of the City Code of Iowa.

CITY OF WATERLOO, IOWA

NOTICE OF PUBLIC HEARING
On Proposed Plans, Specifications, Form of Contract,
And Estimate of Cost
for the
FY 2024 CIP PIPELINING PHASE IVB1
CONTRACT NO. 1102
In the City of Waterloo, Iowa

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the **29th day of February 2024, until 1:00 p.m.** for the construction of the **FY 2024 CIP PIPELINING PHASE IVB1, CONTRACT NO. 1102** as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the First Floor Conference Room at City Hall, in the City of Waterloo, Iowa, on the **29th day of February 2024, until 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.

PUBLIC HEARING

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at **5:30 p.m. on the 4th day of March 2024**, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements heretofore prepared by AECOM are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth. The NOTICE TO BIDDERS can be viewed at the following locations:

- 1) City of Waterloo web site at <http://ci.waterloo.ia.us/>
- 2) Plan Rooms:
 - Master Builders of Iowa
221 Park Street, PO Box 695
Des Moines, IA 50303
 - McGraw Hill Construction Dodge
3315 Central Ave.
Hot Springs, AR 71913
 - Reed Construction Data
30 Technology Parkway South, Ste. 500
Norcross, GA 30092
- 3) Plan Room Web sites:
 - Master Builders of Iowa web site at www.mbionline.com
 - Dodge Lead web site: <http://dodgeprojects.construction.com/>
 - Reed Const. Data Lead web site: <http://www.cmdgroup.com/project-leads/>

The public is invited to speak on public hearing item in the following ways: Attend and speak at the public hearing; call the City's Clerk's Office at 319-291-4323 by 4:45 p.m. to obtain conference call information; or alternatively, you may email your comments to comments@waterloo-ia.org and they will be read during the public hearing. Please state the public hearing item on which you wish to speak.

SCOPE OF WORK

Work of this Contract entails construction of Cured-In-Place (CIP) sanitary sewer lining located in the City of Waterloo, identified as Sewer Service Area 12 (SA #12), as shown on the Drawings. The project includes cleaning, root removal, televising, CIP pipelining and lateral grouting of the following quantities:

8-Inch Diameter CIP – 5,101 LF
10-Inch Diameter CIP – 1,585 LF
12-Inch Diameter CIP - 911 LF
Laterals - 189 EA

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 5th day of February 2024.

CITY OF WATERLOO, IOWA

BY: _____
Kelley Felchle
City Clerk

* * * END OF SECTION * * *

INSTRUCTIONS TO BIDDERS

1. EXPLANATIONS TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the Notice to Bidders, Plans, Specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach bidders before submission of their bids. Any interpretation made will be in the form of an amendment of the Notice to Bidders, Plans, Specifications, etc., and will be furnished to all prospective bidders. Its receipt by the bidder must be acknowledged in the space provided on the Proposal Form or by letter or telegram received before the time set for opening of bids. Oral explanations or instructions given before the award of the contract will not be binding.

2. EXAMINATION OF PROPOSED WORK

Bidders should visit the site and take such other steps as may be reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner will assume no responsibility for any understanding or representation concerning conditions made by any of its officers or agents prior to the execution of the contract, unless included in the Notice to Bidders, the Specifications or related documents.

3. PREPARATION OF BIDS

- a. Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

The bidder has the option to submit a computer-generated spreadsheet in lieu of the portion of the Form of Bid or Proposal, which includes the Bid Item Number, Description, Unit, Estimated Quantity, Unit Bid Price, Total Bid Price, and Total Bid. The computer-generated spreadsheet shall include all of the information listed in that portion of the Form of Bid or Proposal as well as bear the signature of the Prime Contractor submitting the bid. For the bidders who submit a computer-generated spreadsheet, the TOTAL BID (with alternates, if applicable) shall also be indicated in the space(s) provided on the Form of Bid or Proposal.

- b. The Bid Form may provide for submission of a price or prices for one or more items, which may be lump sum bids, alternate prices, schedule items resulting in a bid on a unit of construction or a combination thereof, etc. When the Bid Form explicitly requires that the bidder bid on all items, failure to do so will disqualify the bid. When submission of a price on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.
- c. Unless called for, alternate bids will not be considered.
- d. Modifications of bids already submitted will be considered if received at the office designated in the Notice to Bidders by the time set for closing of bids. Telegraphic modifications will be considered but should not reveal the amount of the original or revised bid.
- e. In preparing a bid, the bidder shall specify the price, written legibly in ink or with the typewriter, at which he/she proposes to do each item of work. The unit price shall be stated in figures in the blank space provided (i.e., \$7.14). In items where unit price is

required, the total amount of each item shall be computed at the unit prices bid for the quantities given on the Bid Form and stated in figures in the blank space provided.

If the bidder chooses to submit the unit prices, total bid price, and total bid on a computer-generated spreadsheet, all numbers shall be easily legible.

- f. Any changes or alterations made in the Bid Form, or any addition thereto, may cause the rejection of the bid. No bid will be considered which contains a clause in which the contractor reserves the right to accept or reject a contract awarded him by the City Council of Waterloo. Bids in which the unit prices are obviously unbalanced may be rejected.
- g. If the bidder does not qualify as a resident bidder, the nonresident bidder shall specify on the project proposal whether any preference to resident bidders, 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 is in effect in the nonresident bidder's state or country of domicile at the time of a bid submittal.

4. SUBMISSION OF BIDS

- a. A bid must be sealed in a separate envelope and marked to indicate its contents and be accompanied by the bid security in a separate envelope. If forwarded by mail, the two envelopes shall be placed in a third and mailed to the City Clerk/Auditor. All bids must be filed with the City Clerk/Auditor of the City of Waterloo at his/her office in the City Hall before the time specified for closing bids.
- b. Bids received prior to the advertised hour of opening will be securely kept sealed. The officer whose duty it is to open them will decide when the specified time has arrived, and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the City of Waterloo, Iowa, that the non-arrival on time was due solely to delay in the mails for which the bidder was not responsible, such bid will be received and considered.
- c. Bidders are cautioned that, while telegraphic modifications of bids may be received as provided above, such modifications, if not explicit and if in any sense subject to misinterpretation, shall made the bid so modified or amended, subject to rejection.

5. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS

Bids and modifications or withdrawals thereof received at the office designated in the Notice to Bidders after the exact time set for closing of bids will not be considered. However, a modification which is received from an otherwise successful bidder, and which makes the terms of the bid more favorable to the City of Waterloo, will be considered at any time it is received and may therefore be accepted. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for closing of bids.

6. PUBLIC OPENING OF BIDS

Bids will be publicly opened at that time and place set for opening in the Notice to Bidders. Their content will be made public for the information of bidders and others interested who may be present either in person or by representative.

7. BID SECURITY REQUIRED

All bids must be accompanied in a separate envelope by a certified or cashier's check drawn on an Iowa bank, or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, or bid bond (on the form furnished by the City) payable to the City of Waterloo, Iowa, in the sum of not less than five percent (5%) of the bid submitted, which certified check, certified share draft or bid bond will be held as security that the Bidder will enter into a Contract for the construction of the work and will furnish the required bonds, and in case the successful Bidder shall fail or refuse to enter into the Contract and furnish the required bond, his/her bid security may be retained by said City as agreed upon liquidated damages. If bid bond is used, it must be signed by both the bidder and the surety or surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

8. COLLUSIVE AGREEMENTS

- a. Each bidder submitting a bid shall execute and include with the bid, a Non-Collusion Affidavit in the form herein provided, to the effect that he/she has not colluded with any other person, firm, or corporation in regard to any bid submitted.
- b. Each bidder submitting a bid shall have each proposed subcontractor, if any, execute and submit to the City Contract Compliance Officer by 5:00 P.M. the business day following the day bids on this project are due, a Non-Collusion Affidavit in the form herein provided, to the effect that he/she has not colluded with any other person, firm, or corporation in regard to any bid submitted. Before executing any subcontract, the successful bidder shall submit the name of any proposed subcontractor for approval by the City.

9. MINORITY AND/OR WOMEN BUSINESS ENTERPRISE SUBCONTRACTORS

- a. CITY OF WATERLOO AND/OR WOMEN BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM

The City of Waterloo Minority and/or Women Business Enterprise Pre-Bid Contact Information Form shall be submitted with the Form of Bid or Proposal. Failure to do so shall be grounds for the bid being rejected if subcontracting is proposed by the prime contractor.

10. MBE/WBE CONTRACT COMPLIANCE PROGRAM

PURPOSE

The purpose of the Contract Compliance Program (hereinafter called Program) is to act as an impetus for increasing the participation of minority and women disadvantaged business enterprise (MBE/WBE) in City awarded construction contracts.

The Program does not propose to eliminate any bonafide contractor or subcontractor from bidding on City contracts, but it will hopefully serve as a needed stimulus to help local MBE/WBE's grow and eventually become mainstream contractors and subcontractors.

This Contract Compliance Program does not propose to include any set-aside or quotas, but only flexible goals where "good-faith efforts" are required by the contractor to use MBE/WBE subcontractors.

This Program shall not eliminate the need for contractors to continue their “good-faith efforts” in using MBE/WBE subcontractors on City contracts estimated at less than \$50,000.

The City of Waterloo will make every effort to reduce in-house construction and maintenance work that would be more cost effectively performed by the private sector and, thus, would allow additional bidding opportunities for MBE/WBE firms.

The City Contract Compliance Officer shall be advised of all City of Waterloo awarded construction contracts.

DEFINITIONS

Goals:

A flexible numerically expressed objective which contractors are required to make “good-faith efforts.” The key to the requirement is to make documented efforts. Goals are neither set-a-sides nor a device to achieve proportional representation or equal results. Numerical goals do not create set-a-sides for specific groups, nor are they designed to achieve proportional representation or equal results. Rather, the goal-setting process in affirmative action planning is used to target and measure the effectiveness of affirmative action efforts to eradicate and prevent discrimination.

Quota:

A flat numerical requirement that the contractor is required to meet in order to obtain the benefit or be in compliance. The numerical goal component of affirmative action programs is not designed to be, nor may it properly or lawfully be interpreted as, permitting unlawful preferential treatment and quotas with respect to persons of any race, color, religion, sex, or national origin. The regulations at 41 CFR 60-2.12(a), 60-2.15 and 60-2.30, specifically prohibit discrimination and the use of goals as quotas. (U.S. Department of Labor)

Set-Aside:

An arrangement in which a particular contract is reserved for competition solely among minority and women business enterprises.

Contractor:

As used in this document means contractor, subcontractor, supplier, vendor, and professional service provider.

Minority Business Enterprise (MBE)

Any business, which is at least 51%, owned by one or more minorities and whose management and daily business operations are controlled by one or more such individuals and is on the current State Unified Certification List, or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of July 1, 2002.

Women Business Enterprise (WBE):

Any business which is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more such individuals and is on the current State Unified Certification List, or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of April 11, 2022

Minority:

Any person or persons who are considered as socially and economically disadvantaged because of their identity as a group member without regard to their individual qualities. The groups include: Black American, Hispanic American, Native Americans, Eskimos, Aleuts, and Asian-Pacific Americans. 13 C.F.R. 124-1.1(c)(3)(ii)(1983).

Lowest Responsible Bidder:

Bidder who has offered the lowest bid and who has exhibited skill relative to the type of work bid on, judgment, financial responsibility, and evidence of working with the Affirmative Action Employment Program and the Contract Compliance Program.

Broker:

One buying or selling for others on commission or other fee basis without maintaining a warehouse or other similar inventory storage facility.

Mayor's Advisory Committee:

Mayor's Advisory Committee for Minority, Female, and Disadvantaged Business Enterprise.

Good Faith Efforts:

The successful bidder shall be selected on the basis of having submitted the lowest responsible bid. The obligation of the bidder is to make good faith efforts. The bidder can demonstrate that it has done so by the following:

1. The Prime Contractor met the project goal - No Action necessary
2. If the Prime Contractor failed to meet the goal, they must submit documentation of good faith efforts.

CONTRACT COMPLIANCE PROGRAM SUBCONTRACTING

The program proposes numerical projections or goals regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as subcontractors in the performance of contracts awarded by the City of Waterloo, Iowa.

A goal of at least 10% for MBE participation on all City funded construction projects that are estimated at \$50,000 or more and projects under \$50,000 where applicable at the Contract Compliance Officer's discretion. There is at least 2% WBE goal on City funded projects. Any project which is funded solely or in part with Federal funds shall follow the respective agencies' contract compliance program and goals. Any project which is funded solely or in part with State funds shall follow the respective agencies' contract compliance program and goals. The City of Waterloo Contract Compliance Program is for City awarded construction contracts only. The prime contractor shall make "good-faith efforts" to meet the Contract Compliance MBE/WBE goals. The MBE/WBE subcontracts must provide the prime contractor a reasonably competitive price for the service being rendered or the contractor is not required to accept the bid.

Administrative Reconsideration:

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or arguments concerning the issue of whether they made adequate good faith efforts to meet the goals. The bidder will have the opportunity to meet in person with the City of Waterloo's Administrative Reconsideration Committee to discuss the issue of whether they made adequate good faith efforts. The Administrative Reconsideration Committee will forward a written decision on reconsideration to the Mayor and City Council, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so.

Documentation required will include but is not limited to the following:

- * Making portions of the work available for MBE/WBE subcontracting
- * Evidence of negotiating with MBE/WBE firms

- * MBE/WBE quotes obtained and non-MBE/WBE quotes used
- * Reasons agreements were not reached
- * Follow-up after initial solicitations
- * Efforts to assist in obtaining equipment, supplies and materials (at competitive prices), bonding, lines of credit, insurance, etc.
- * Evidence of past compliance or non-compliance by same contractor

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

RESPONSIBILITIES

I. City of Waterloo

- A. The City Contract Compliance Officer has the responsibility to assure the City's compliance with Federal, State and Municipal regulations.
- B. The City Contract Compliance Officer is responsible for maintaining a current directory of certified firms. Certification of MBE/WBE/DBE contractors is through the Iowa Department of Transportation and its Unified Certification Program. Only firms certified based on guidelines prescribed in 49 CFR Part 26 and provisions of this agreement, shall be recognized as certified by the City of Waterloo.
- C. The City Contract Compliance Officer is responsible for making available a list of future project information notices to MBE/WBE firms.
- D. The City Contract Compliance Officer shall send notices to appropriate MBE/WBE firms in the directory of each bid solicitation with opening date.
- E. The City Contract Compliance Officer will receive MBE/WBE Letter(s) of Intent to Bid and within two (2) business days forward the complete list of MBE/WBE bidders who submitted a Letter of Intent to Bid to prime contractors.

II. Prime Contractors

In order to be in compliance with the guidelines of this program, the prime contractor must show good-faith efforts in following the MBE/WBE Contract Compliance Program. Good-faith efforts include, but are not limited to, the following:

- A. Prime contractors shall send solicitation letters (Form CCO-3) to appropriate MBE/WBE (those certified in directory prepared by City Contract Compliance Officer) at least seven (7) working days prior to bid date. Letters should identify specific items to be subcontracted. A minimum of three (3) disadvantaged business contacts must be made and documented, if there are at least three disadvantaged businesses offering services in the area to be subcontracted (See City of Waterloo MBE/WBE Certification List). If less than three (3) are offering the services to be subcontracted, then a contact is required for any that are listed as providing that service. If the Prime Contractor submits a MBE/WBE contact not on the City's MBE/WBE list, attach a copy of the MBE/WBE/DBE Certifications from another government agency.
- B. If a prime contract bidder is unable to identify MBE/WBE firms to perform portions of the work, the City Contract Compliance Officer should be contacted for assistance immediately.

- C. Prime contract bidders may solicit MBE/WBE proposals by telephone or personal interviews, but all such contacts shall be confirmed by Certified Mail, or subcontract bid request forms (Form CCO-2).
- D. If any MBE/WBE business submitting bids is not selected for subcontract award, documentation must accompany the "MBE/WBE Business Enterprise Pre-Bid Contact Information Form" (Form CCO-4 and CCO-4A) on why the MBE/WBE was not selected. These reasons could include:
 - a. Not low bid. Copies of the competing bids may be required for verification.
 - b. MBE/WBE did not bid, withdrew bid or non-responsive.
 - c. Documentation of other business-related reason for not selecting the MBE/WBE business for a subcontract.
 - d. Prime contractor self performs work.
 - e. Any other reason relied on by prime.

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

III. MBE/WBE Firms

- F. MBE/WBE firms shall be certified by the Iowa Department of Transportation as owners and controllers of their respective businesses or were listed on the City of Waterloo Certified MBE/WBE Contractors list as of April 11, 2022.
- G. MBE/WBE firms must perform the work on the project; they cannot act as a broker by subcontracting the work out to others.
- C. Each MBE/WBE firm planning to submit quotes on construction projects with goals, shall submit a Letter of Intent to Bid (Form CCO-5) to the City Contract Compliance Officer seven (7) working days prior to bid opening, listing specific items which the MBE/WBE firm is interested in bidding. If sufficient Letters of Intent to Bid are not received by the City Contract Compliance Officer seven (7) working days prior to bid opening, goals on subject project will be reduced accordingly. Agreements between the bidder/proposer and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

NON-COMPLIANCE OF CONTRACTORS

- A. Noncompliance exists when the contractor's actions are not consistent with the requirements of the Contract Compliance Program in the areas of employment and subcontracting.
- B. A bidder's failure to show good-faith efforts to meet project goals or a failure to use certified MBE/WBE firms may be grounds for finding its bid not responsible.
- C. The Contract Compliance Officer shall submit to City Council his/her recommendation on any non-compliant contract in writing.

NOTICE TO PROCEED

Notice to proceed on any project with goals will not be issued until City Contract Compliance Officer determines the lowest responsible bidder has used good-faith efforts to comply with this Compliance Program and the bid was responsive.

CONCLUSION

This program repeals or revises all sections of previous Waterloo Contract Compliance Programs.

11. EMPLOYMENT AND BUSINESS OPPORTUNITY

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

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

12. STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder shall, upon request of the City of Waterloo, Iowa, submit on the form furnished for that purpose (a copy of which is included in the contract documents), a statement of bidder's qualifications, his/her experience record in constructing the type of improvements embraced, and his/her organization and equipment available for the work contemplated; and, when specifically requested, a detailed financial statement. The City of Waterloo, Iowa, shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform his obligations under the contract, and the bidder shall furnish the City of Waterloo, Iowa, all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available evidence or information does not satisfy the City of Waterloo, Iowa, that the bidder is qualified to carry out properly the terms of the contract.

13. AWARD OF CONTRACT

- a. Award of contract will be made to that responsive and responsible bidder whose bid, conforming to the Specifications, is most advantageous to the City of Waterloo; price and other factors considered. The intention is to award the contract at any time of opening bids, but the right is reserved to postpone such action for a reasonable time, not exceeding thirty (30) days.
- b. The City Council may, when in its interest, reject any or all bids or waive any informality in bids received.
- c. The bidder shall submit bids on all the items listed in the proposal and shall state the unit bid price in words in the blank spaces provided beneath the item description. Should there be any discrepancy between the unit bid price in words and listed numeral unit bid price, the City of Waterloo shall consider the unit bid price in words as being the valid unit bid price. A computer-generated spreadsheet as herein provided shall also be acceptable. Proposals requiring mathematical computations to determine unit prices or totals will be rejected. A contract will be awarded to the qualified bidder submitting the lowest total bid for the BASE BID plus ALTERNATE(S) chosen by the City as indicated in the NOTICE TO BIDDERS.
- d. When a contract for a public improvement is to be awarded to the lowest responsive and responsible bidder, 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.

14. EXECUTION OF AGREEMENT, BONDS, AND CERTIFICATE OF INSURANCE

- a. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the City of Waterloo, Iowa, an agreement in the form included in the contract documents in such number of copies as the City of Waterloo, Iowa, may require.
- b. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "a" above, furnish a surety bond and a payment bond in a penal sum not less than the amount of the contract as awarded, as security for the faithful performance of the contract and terms and conditions therein contained and shall guarantee the prompt payment of all persons, firms, or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work. The bonds shall protect and save harmless the City from claims and damages of any kind caused by the operations of the contractor and shall also guarantee the maintenance of the contract improvements for the period stated in the Notice of Hearing from and after completion of said improvements and their acceptance by the City. Such bonds shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety company shall be attached to such bonds.
- c. The successful bidder shall, within the period specified in paragraph "a" above, furnish a certificate of insurance for approval in amounts of not less than the amounts specified in the General Specifications for Construction, Section F. No. 4 "Liability Insurance," Pages 14 to 15 of 19 Pages. The certificate of insurance shall be furnished in such number of copies as the City of Waterloo may require. The City of Waterloo shall be named as an "Additional Insured." The contractor shall similarly submit his subcontractor's certificates of insurance in the amounts for approval before each commences work. The contractor shall carry or require that there be Workmen's Compensation Insurance for all his/her employees and those of his/her subcontractors engaged in work at the site, in accordance with State Workmen's Compensation Laws.
- d. The failure of the successful bidder to execute such agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City of Waterloo, Iowa, may grant, based upon reasons determined sufficient by the City of Waterloo, Iowa, may either award the contract to the next lowest bidder or re-advertise for bids, and may charge against the bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guaranty. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against the City of Waterloo, Iowa, for a refund.

15. BIDDER STATUS

Attention of bidders is called to the requirement of complying with the provisions of the Resident Bidder/Non-Resident Bidder requirement.

Each bidder submitting a bid shall execute and include with the bid, a Bidder Status Form in the form herein provided.

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

* * * END OF SECTION * * *

SRF Required Front-End Specifications



Attachment 1: Certification of Non-Segregated Facilities Form *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 2: Statement in Advertisement for Bids on Debarment and Suspension/Certification Regarding Debarment and Suspension Form *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 3: Disadvantaged Business Enterprise Certification Form (to be completed and signed by Prime Contractor and submitted with the bid)

Attachment 4: DBE Program Subcontractor Performance Form (to be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid)

***If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.**

Attachment 5: DBE Program Subcontractor Utilization Form (to be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid)

*** If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.**

Attachment 6: DBE Program Subcontractor Participation Form (for voluntary use of DBEs)

Attachment 7: Other Federal Requirements Language

- A. Standard Equal Employment Opportunity Specifications
- B. Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates**)
- C. Preservation of Open Competition and Government Neutrality
- D. Historical and Archeological Finds
- E. Prohibitions on Procurement from Violating Facilities

Attachment 8: Right of Entry and Records Retention

Attachment 9: American Iron and Steel Requirements

Attachment 10: Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment *(to be completed and signed by Prime Contractor and submitted with the bid)*

Attachment 1
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid.)

U.S. Environmental Protection Agency
Certification of Non-Segregated Facilities

(Applicable to contracts, subcontracts, and agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Signature

Date

Printed Name

Title

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

EPA-7 5720-4.2

Attachment 2
SRF Required Front-End Specifications

(This form must be completed and signed by the Prime Contractor and submitted with the bid.)

Debarments and Suspensions

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: <https://sam.gov>. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

United States Environmental Protection Agency Washington, DC 20460

**Certification Regarding Debarment, Suspension,
and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Signature of Authorized Representative

Date

Printed Name

Title

☐ I am unable to certify to the above statements. My explanation is attached.

Attachment 3
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid.)

Disadvantaged Business Enterprise (DBE) Solicitation

It is EPA's policy that recipients of EPA financial assistance through the State Revolving Fund programs award a "fair share" of subagreements to small, minority and women-owned businesses, collectively known as Disadvantaged Business Enterprises (DBEs). Iowa's Fair Share goals are:

	Minority-Owned Business Enterprise (MBE) Goal	Women-Owned Business Enterprise (WBE) Goal
Construction	1.7%	2.2%
Supplies	0.6%	5.6%
Services	2.5%	11.3%
Goods/Equipment	2.5%	10.4%
Average	1.8%	7.4%

Only work performed by certified DBEs can be counted toward the goals. In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at <https://secure.iowadot.gov/DBE/Home/Index/>.

Prime contractors' DBE requirements for SRF projects include:

- Taking affirmative steps for DBE participation
- Documenting the efforts and the proposed utilization of certified DBEs

PROJECT INFORMATION

SRF Applicant: _____ Bidder: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Email: _____

Check if Prime Contractor is: ☐ Minority-Owned ☐ Women-Owned

After the Good Faith Efforts Checklist was completed, was a DBE chosen by the primary contractor to be utilized for this Project? ☐ Yes ☐ No

Signature: _____

GOOD FAITH EFFORTS CHECKLIST

Please complete the checklist to determine if you have complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidders/offers must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities?

☐ Yes ☐ No

2. Did you make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process? This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

☐ Yes ☐ No

3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

☐ Yes ☐ No

4. Did you encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually?

☐ Yes ☐ No

5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors?

☐ Yes ☐ No

6. List the potential DBE subcontractors that were contacted. Only list those that are certified through the Iowa Department of Transportation.

Name	How Contacted (e.g. letter, phone call, fax, e-mail)	Response (e.g. did not respond, not interested, not competitive)

PROPOSED UTILIZATION OF DBE SUBCONTRACTORS

Please include Attachments 4 and 5 to document the proposed utilization of certified DBE subcontractors.

CONTRACT ADMINISTRATION PROVISIONS

Several contract provisions are required to prevent unfair practices that adversely affect DBEs. These include:

1. Prime Contractor must pay its Subcontractor for satisfactory performance no more than 30 days from the Prime Contractor's receipt of payment from the SRF loan recipient.
2. Prime Contractor must notify the SRF loan recipient in writing prior to termination of a DBE subcontractor for convenience.
3. Prime Contractor must employ the six Good Faith Efforts to solicit a replacement subcontractor if a DBE subcontractor fails to complete work under a subcontract for any reason.

Attachment 4
SRF Required Front-End Specifications

(This form must be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid.)

*** If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.**

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name: _____

Project Name: _____

Bid/Proposal No.: _____ Assistance Agreement ID No. (if known): _____

Point of Contact: _____

Address: _____

Telephone No.: _____ Email: _____

Prime Contractor Name: _____

Issuing/Funding Entity: _____

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

DBE Certified by ☐ DOT ☐ SBA ☐ Other: _____

Meets/exceeds EPA certification standards? ☐ Yes ☐ No ☐ Unknown

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IA SRF6100-3

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature

Print Name

Title

Date

Subcontractor Signature

Print Name

Title

Date

IA SRF6100-3

Attachment 5
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid if utilizing DBE subcontractors.)
* If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or intended use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name: _____

Project Name: _____

Bid/Proposal No.: _____ Assistance Agreement ID No. (if known): _____

Point of Contact: _____

Address: _____

Telephone No.: _____ Email: _____

Issuing/Funding Entity: _____

I have identified potential DBE certified subcontractors ☐ Yes ☐ No

If yes, complete the table below. If no, explain: _____

Subcontractor Name/ Company Name	Company Address/Phone/Email	Estimated Dollar Amount	Currently DBE Certified?
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IA SRF6100-4

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature

Print Name

Title

Date

IA SRF6100-4

Attachment 6
SRF Required Front-End Specifications
(This form is for the voluntary use of DBE Subcontractors.)

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. **The use of this form by DBE subcontractors is voluntary and is not required for bidding.** This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g. in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name: _____

Project Name: _____

Bid/Proposal No.: _____ Assistance Agreement ID No. (if known): _____

Point of Contact: _____

Address: _____

Telephone No.: _____ Email: _____

Prime Contractor Name: _____

Issuing/Funding Entity: _____

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

¹A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certification as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

²Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

IA SRF6100-2

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature

Print Name

Title

Date

Return to: Regional Coordinator, Small Business Utilization, U.S. Environmental Protection Agency, Region 7, 11201
Renner Blvd, Lenexa KS 66219

IA SRF6100-2

Attachment 7
SRF Required Front-End Specifications

Other Federal Requirements Language

A. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origin in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Sub-continent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 6-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employee in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor employees are assigned to work. The Contractor, where possible will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's effort, to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source complied under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
 - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the

Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetable or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps at least as extensive as those standards prescribed in paragraph 7 of these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Federal Register, Vol. 43, No. 68 - Friday, April 7, 1978 (Corrected May 5, 1978).

Effective Date: May 8, 1978

Federal Register, Vol. 45, No. 194. Paragraph 4, revised October 3, 1980

Effective Date: September 30, 1980

APPENDICES A and B-80
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity
(Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

(See Appendix B-80 and Appendix A Below)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and in the regulations in 41 CFR Part 60 - 4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set

forth in 41 CFR 60 - 4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60 - 4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer Identification number of the subcontractor, estimated dollar amount of the subcontract, and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (State of Iowa).

APPENDIX A

The following goals and timetables for female utilization shall be included in all Federal and federally assisted construction contracts and subcontracts in excess of \$10,000. The goals are applicable to the contractor's aggregate on-site construction workforce whether or not part of that workforce is performing work on a Federal or federally assisted construction contract or subcontract.

Area covered: Goals for Women apply nationwide.

Timetable Goals (percent)

From Apr. 1, 1978 until March 31, 1979	3.1
From Apr. 1, 1979 until March 31, 1980	5.0
From Apr. 1, 1980 until March 31, 1981	6.9

Published, Federal Register May 5, 1978

APPENDIX B-80

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of \$10,000 to be performed in the respective geographical areas. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work in a Federal, federally assisted or nonfederally related project, contract or subcontract. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60 - 4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply with the applicable SMSA of EA goal contained in this appendix B-80.

Economic Areas

State: Iowa	Goal %
-------------	--------

096 Dubuque IA:

SMSA Counties:

2200 Dubuque, IA	0.6
------------------------	-----

IA Dubuque

Non-SMSA Counties	0.5
-------------------------	-----

IA Allamakee, IA Clayton, IA Delaware, IA Jackson IA Winneshiek

099 Davenport Rock Island Moline, IA-IL:

SMSA Counties:

1960 Davenport Rock Island Moline, IA-IL4.6

IL Henry, IL Rock Island Moline, IA Scott

Non-SMA Counties 3.4

IL Carroll, IL Hancock, IL Henderson, IL Mercer, IL Whiteside, IA Clinton, IA Des Moines, IA Henry, IA Lee, IA Louisa, IA
Muscatine, MO Clark

100 Cedar Rapids, IA:

SMSA Counties:

1360 Cedar Rapids, IA 1.7

IA Linn

Non-SMSA Counties 1.5

IA Benton, IA Cedar, IA Iowa, IA Johnson, IA Jones, IA Washington

101 Waterloo, IA:

SMSA Counties:

8920 Waterloo-Cedar Falls, IA.....4.7

IA Black Hawk

Non-SMSA Counties 2.0

IA Bremer, IA Buchanan, IA Butler, IA Cerro Gordo, IA Chickasaw, IA Fayette, IA Floyd, IA Franklin, IA Grundy, IA
Hancock, IA Hardin, IA Howard, IA Mitchell, IA Winnebago, IA Worth

102 Fort Dodge, IA:

Non-SMSA Counties 0.4

IA Buena Vista, IA Calhoun, IA Carroll, IA Clay, IA Dickinson, IA Emmet, IA Greene, IA Hamilton, IA Humboldt, IA
Kossuth, IA Palo Alto, IA Pocahontas, IA Sac, IA Webster, IA Wright

103 Sioux City, IA:

SMSA Counties:

7720 Sioux City, IA-NE 1.9

IA Woodbury, NE Dakota

Non-SMSA Counties 1.2

IA Cherokee, IA Crawford, IA Ida, IA Monona, IA O'Brien, IA Plymouth, IA Sioux, NE Antelope, NE Cedar, NE Cuming,
NE Dixon, NE Knox, NE Madison, NE Pierce, NE Stanton, NE Thurston, NE Wayne, SD Bon Homme, SD Clay, SD Union,
SD Yankton

104 Des Moines, IA:

SMSA Counties:

2120 Des Moines, IA4.5

IA Polk, IA Warren

Non SMSA Counties: 2.4

IA Adair, IA Appanoose, IA Boone, IA Clarke, IA Dallas, IA Davis, IA Decatur, IA Guthrie, IA Jasper, IA Jefferson, IA
Keokuk, IA Lucas, IA Madison, IA Mahaska, IA Marion, IA Marshall, IA Monroe, IA Poweshiek, IA Ringgold, IA Story, IA
Tama, IA Union, IA Van Buren, IA Wapello, IA Wayne

143 Omaha, NE:

SMSA Counties:

5920 Omaha, NE-IA.....7.6

IA Pottawattamie, NE Douglas, NE Sarpy

Non-SMSA Counties5.3

IA Adams, IA Audubon, IA Cass, IA Fremont, IA Harrison, IA Mills, IA Montgomery, IA Page, IA Shelby, IA Taylor, NE Burt, NE Cass, NE Colfax, NE Dodge, NE Platte, NE Saunders, NE Washington

Published, Federal Register October 3, 1980

B. Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates) Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized

representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
 - (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The EPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
 - (ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as

the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/programs/dbra/forms.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where

appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
 - (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
 - (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
 - (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (and any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
- (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The loan recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause

or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

C. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects (Executive Order 13202, as amended by Executive Order 13208)

Executive Order 13202, signed February 17, 2001 and amended April 4, 2001, requires all executive agencies that issue grants to ensure Government neutrality toward contractors' labor relations. This applies to recipients of SRF assistance. The Executive Order prohibits discrimination against contractors and their employees in construction contracts based upon labor affiliation or lack thereof.

SRF assistance recipients and any construction managers acting on their behalf must ensure that bidding specifications, project agreements, and other controlling documents do not require, prohibit, or otherwise discriminate, with respect to labor affiliation or lack thereof.

D. Historical and Archeological Finds

If, during the course of construction, evidence of deposits of historical or archeological interest is found, the contractor shall cease operations affecting the find. The owner shall then notify the State Revolving Fund Environmental Review Specialist, who shall in turn notify the State Historic Preservation Office. The SRF shall consult with the SHPO and other interested parties to determine the proper course of action regarding the discovery. No further disturbance of the deposits shall ensue until the SRF Environmental Review Specialist determines that the project activities in that area may proceed. Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

Authority for this derives from the National Historic Preservation Act (16 U.S.C. §§ 470 *et seq.*) and 36 CFR Part 800. If human remains are discovered then state law also applies IC 263B.

E. Prohibitions on Procurement from Violating Facilities (Section 306, Clean Air Act; Section 508, Clean Water Act; Executive Order 11738)

Both the Clean Water Act and the Clean Air Act prohibit federal agencies from extending assistance by way of loans or contracts to persons who have been convicted of violations of either law. Executive Order 11738 was issued to coordinate enforcement by the U.S. Environmental Protection Agency, which shall designate facilities which have given rise to a conviction for an offense under the criminal provisions of the Clean Air Act and the Clean Water Act.

The Executive Order also prohibits agencies from extending assistance to facilities that are not in compliance with either Act.

SRF assistance recipients may not procure goods, services, or materials from suppliers listed by the EPA as violators.

The Excluded Parties Listing search engine is located at the System for Award Management (SAM) website:
<https://sam.gov>.

Attachment 8

SRF Required Front-End Specifications

Right of Entry and Records Retention

The recipient shall provide access at all times for the Department of Natural Resources, the Iowa Finance Authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes for a period of three years after the date of last loan payment. The same access to the project site(s) shall be provided for inspection purposes.

567 Iowa Administrative Code paragraph 92.8 (2).e. State inspections. Personnel of the department shall have the right to examine all construction aspects of the project, including materials and equipment delivered and stored on site for use on the project.

Attachment 9

SRF Required Front-End Specifications

“American Iron and Steel” Requirements

H.R. 3547, the “Consolidated Appropriations Act, 2014,” enacted January 17, 2014 by the U.S. Congress, includes “American Iron and Steel” provisions that require Clean Water and Drinking Water State Revolving Fund assistance recipients of these funds to use iron and steel produced in the United States.

H.R. 3547 includes the following language in Division G, Title IV, under the heading, “Use of American Iron and Steel”:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron and steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) find that—

- 1) Applying subsection (a) would be inconsistent with the public interest;
- 2) Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quantity; or
- 3) Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

The final guidance and any published waivers are found at: <https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>. In particular the contractor should pay attention to the guidance for documentation of

compliance. There is also a waiver for incidental items; in order to qualify for this waiver the total materials and costs for the project must be tracked and incidental items identified.

Sample “American Iron and Steel” Contract Language

In order to fulfill the requirements, the assistance recipient must in good faith design the project and solicit bids for construction with U.S.-made iron and steel. The following information will be included in any contracts resulting from this request for bids:

The Contractor acknowledges to and for the benefit of the City of _____ (“Purchaser”) and the State of Iowa (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund and such law contains provisions commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Sample Certifications

As indicated in the contract language, it will be the responsibility of the Contractor to obtain certifications that the products and materials used in the project are U.S.-made. EPA recommends the use of a step certification process for documenting compliance with AIS requirements, similar to one used by the Federal Highway Administration. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. Each handler (supplier, fabricator, manufacturer, processor, coater, etc.) of the iron and steel products certifies that their step in the process was domestically performed.

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead. In this example, there may be multiple letters from different manufacturers if one manufacturer did not perform all of the steps.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxx

2. Xxx

3. Xxx

Such process took place at the following location:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US and providing detailed information on the steps involved.

The following is a template for this type of final certification.



Template American Iron and Steel Certification Letter



On Manufacturer's Letterhead

IRON & STEEL, INC.
1959 Steel Drive
Ironville, OH 12345

MATERIAL CERTIFICATION

April 30, 2015

RE: Job Name: Waterprojectville, Iowa – 2015 State Revolving Fund Water
Infrastructure Project
SRF Project Number: CS1920999 01

References the SRF Project

I certify that the processes for manufacturing or fabricating the following products and/or materials provided for the subject project took place at the following U.S. locations:

Quantity	Description	Manufacturing Processes	Location Where Processes Occurred
3 count	AB123456 4" Gate Valve	Melting, poured, machined	Ironville, OH
60 count	XY654321 Reinforced Concrete Manhole	Melted, rolled, fabricated	Steel City, IA
60 count	XZ123456 Manhole Cover	Melted, cast, finished	Stainless, MS
1200 linear feet	AB654321 4" Ductile Iron Water Pipe	Melted, rolled, finished	Pipetown, CA

I further certify that the products and/or materials are in full compliance with the American Iron and Steel requirements as mandated in the U.S. Environmental Protection Agency's State Revolving Fund programs. If any of the above compliance statements change while providing material to this project we will immediately notify the supplier, prime contractor, consulting engineer, or project owner.

Specifies the Products and Quantities

On behalf of IRON & STEEL, INC.,

Signature of
Manufacturer's
Representative

Jane Smith
Jane Smith
Product Quality Manager

Specifies the Manufacturing Processes and the U.S. Locations Where They Were Performed

Covered and Non-Covered Items

The EPA issued a waiver for De Minimis incidental components of eligible water and wastewater infrastructure projects. Funds used for such De Minimis incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project. The cost of an individual incidental item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

De Minimis incidental items include miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives are not readily or reasonably identifiable prior to procurement in the normal course of business. For others, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes, treatment and storage tanks, large structural supports, etc.

In consultation with their contractors, assistance recipients should determine the items to be covered by this waiver, and must retain relevant documentation (i.e. invoices) as to those items. Assistance recipients must summarize in reports to the State of Iowa the types and/or categories of items to which this waiver is applied, the total cost of incidental components for each type or category, and the calculations by which they determined the total cost of materials used in and incorporated into the project.

The successful bidder will fill out the materials spreadsheet (shown below) and submit it to the assistance recipient to indicate iron and steel items proposed to be procured for the project.

American Iron and Steel Materials Spreadsheet – to be Submitted by Successful Bidder
Iowa Department of Natural Resources - January 2021
Based on EPA Memorandum (4/15/2014): De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriation Acts (CAA), 2014

Project:

Bidder: Date:

*Covered Product Categories include: Lined or unlined pipes or fittings; manhole covers; municipal castings; pipe clamps and restraints; valves; structural steel; hydrants, tanks; flanges; reinforced precast concrete; construction materials.

**Incidental items are miscellaneous, generally low-cost items, often procured in bulk, such as washers, screws, fasteners, small amounts of wire, etc.

	Covered Products Category*	Description of Covered Products	Documentation Will be Obtained	Item is Incidental and will be claimed under De Minimis Waiver**	Bid Amount Covered Products	Bid Amount Incidentals
1	Choose an item.					
2	Choose an item.					
3	Choose an item.					
4	Choose an item.					
5	Choose an item.					

At the end of construction, the contractor will submit a final list showing covered items being claimed as incidental components under the De Minimis Waiver. Assistance recipients will complete a De Minimis Waiver Incidental Components List for the entire project to demonstrate compliance with the De Minimis Waiver cost requirements outlined above.

American Iron and Steel - De Minimis Waiver Incidental Components List

Iowa Department of Natural Resources – January 2021

Based on EPA Memorandum (4/15/2014): De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriation Acts (CAA), 2014

This form is to be used by the State Revolving Fund (SRF) applicant to identify all non-domestic iron and steel incidental components permanently incorporated into an SRF project that meet the requirements of the public interest De Minimis Waiver. This form can also be used by individual contractors to submit their final incidental components list to the SRF applicant.

SRF Applicant:							
SRF Project #:				Submitted By:			
Date:				Individual Contractor De Minimis List	Final De Minimis List for SRF Project		
Total Materials Cost:			Total amount claimed as De Minimis Incidental Components:			Percent:	
							(must be 5% or less of total materials cost)

	Contractor Name	Covered Products	Description of Covered Products (list each item type separately)	Date Purchased	Individual Item/Unit Cost	Quantity Claimed as Incidental	Dollar Amount Incidental Components
Example	JB Construction	Construction materials	Steel Doors	1-21-2020	\$500	5	\$2500
1		Choose an item.					
2		Choose an item.					
3		Choose an item.					

These documents are available online at <http://www.iowasrf.com/documents-and-guides/>

Attachment 10
SRF Required Front-End Specifications

(This form must be completed and signed by Prime Contractor and submitted with the bid.)

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT**

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to:

- (a) Procure or obtain, extend or renew a contract to procure or obtain;
- (b) Enter into a contract (or extend or renew a contract) to procure; or
- (c) Obtain the equipment, services, or systems that use “covered telecommunications equipment or services”

identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system.

Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, website: <https://sam.gov>.

- (1) As described in Public Law 115-232, section 889, covered telecommunications equipment or services includes:
 - (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (2) Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:
 - (i) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services to procure (enter into, renew or extend contracts) or obtain the equipment, services, or systems as described in 2 CFR 200.216.

I understand the above prohibitions and certify that the project will be in compliance with all the requirements.

Signature

Date

Printed Name

Title

FORM OF BID OR PROPOSAL

FY 2024 CIP Pipelining Phase IVB1
CONTRACT NO. 1102

CITY OF WATERLOO, IOWA

Honorable Mayor and City Council
Waterloo, Iowa

Gentlemen:

1. The undersigned, being a Corporation existing under the laws of the State of _____, a Partnership consisting of the following partners: _____, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with all the contract documents listed in the Table of Contents and Addenda (if any), as prepared by AECOM now on file in the office of the City Clerk, City Hall, Waterloo, Iowa, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete the **FY 2024 CIP PIPELINING PHASE IVB1, CONTRACT NO. 1102**, all in accordance with the above-listed documents and for the unit prices for work in place for the following items and quantities:

FY 2024 CIP Pipelining Phase IVB1
CONTRACT NO. 1102

Item	Description	Unit	Estimated Quantiles	Unit Price	Total Amount
BASE BID					
1	8" Diameter CIP Pipe Lining	LF	5,101.00	\$	\$
2	10" Diameter CIP Pipe Lining	LF	1,585.00	\$	\$
3	12" Diameter CIP Pipe Lining	LF	911.00	\$	\$
4	Lateral Reinstatement	EA	189.00	\$	\$
5	3-FT Lateral Grouting	EA	189.00	\$	\$
6	Pipe Televising - 8"	LF	10,202.00	\$	\$
7	Pipe Televising - 10"	LF	3,170.00	\$	\$
8	Pipe Televising - 12"	LF	1,822.00	\$	\$
9	Type A Pipe Cleaning - 8"	LF	5,101.00	\$	\$
10	Type A Pipe Cleaning - 10"	LF	1,585.00	\$	\$
11	Type A Pipe Cleaning - 12"	LF	911.00	\$	\$
12	Type C Root Removal - 8"-10"	LF	3,343.00	\$	\$
13	Type C Root Removal - 12"-15"	LF	455.00	\$	\$
14	Type D Lumberjack - 8"-10"	LF	3,343.00	\$	\$
15	Type D Lumberjack - 12"-15"	LF	455.00	\$	\$
16	Protruding Taps Removal	EA	45.00	\$	\$
	BASE BID TOTAL			\$	\$

BID ALTERNATE NO. 1					
101	8" Diameter CIP Pipe Lining	LF	2,117.00	\$	\$
102	Lateral Reinstatement	EA	28.00	\$	\$
103	3-FT Lateral Grouting	EA	28.00	\$	\$
104	Pipe Televising - 8"	LF	4,234.00	\$	\$
105	Type A Pipe Cleaning - 8"	LF	2,117.00	\$	\$
106	Type C Root Removal - 8"-10"	LF	1,058.00	\$	\$
107	Type D Lumberjack - 8"-10"	LF	1,058.00	\$	\$
108	Protruding Taps Removal	EA	20.00	\$	\$
	BID ALTERNATE NO. 1 TOTAL			\$	\$
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
ADDITIONAL CLEANING RATES					
201	Type A Pipe Cleaning - 8"	HR	50	\$	\$
202	Type A Pipe Cleaning - 10"	HR	50	\$	\$
203	Type A Pipe Cleaning - 12"	HR	50	\$	\$
204	Type C Root Removal - 8"-10"	HR	50	\$	\$
205	Type C Root Removal - 12"-15"	HR	50	\$	\$
206	Type D Lumberjack - 8"-10"	HR	50	\$	\$
207	Type D Lumberjack - 12"-15"	HR	50	\$	\$
208	Type A Pipe Cleaning - 10"	HR	50	\$	\$
209	Type C Root Removal - 8"-10"	HR	50	\$	\$
210	Type D Lumberjack - 8"-10"	HR	50	\$	\$
211	Type D Lumberjack - 12"-15"	HR	50	\$	\$
A table of expected cleaning times per segment shall be submitted to the Owner prior to beginning work.					

2. It is understood that the quantities set forth are approximate only and subject to variation and that the unit bid price for the work done shall govern in the actual payment to Contractor.
3. In submitting this bid, the bidder understands that the right is reserved by the City of Waterloo, Iowa, to reject any or all bids. If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form and furnish the required bond and certificate of the insurance within ten (10) days after the agreement is presented to him for signature, and start work within ten (10) days after "Notice to Proceed" is issued.
4. Security in the sum of _____ Dollars (\$ _____) in the form of _____, is submitted herewith in accordance with the INSTRUCTIONS TO BIDDERS.

5. Attached hereto is a Non-Collusion Affidavit of Prime Contractor.
6. Attached hereto is a Bidder Status Form indicating Resident Bidder Certification (_____), or Non-Resident Bidder Certification (_____.) (Mark one.)
7. The bidder is prepared to submit a financial and experience statement upon request.
8. The Prime Contractor and Subcontractor(s), which have performed an aggregate of \$10,000.00 in work for the City in the current calendar year, are prepared to submit an AAP or Update and an EOC, within ten (10) days of notification that the bid submitted is lowest and acceptable.
9. The bidder has received the following Addendum or Addenda:

Addendum No.	_____	Date	_____
	_____		_____
	_____		_____

10. The bidder shall list the MBE/WBE subcontractor(s), amount of subcontracts and bid items on the City of Waterloo Minority and/or Women Business Pre-bid Contact Information Form submitted with this Form of Bid or Proposal. The apparent low Bidder shall submit a list of all other Subcontractor(s) to be used on this Project to the City of Waterloo by 5:00 p.m. the business day following the day Bids on this Project are due along with the Non-Collusion Affidavits of All Subcontractor(s).

The Contractor shall submit information on subcontractors on "SUBCONTRACTOR REQUEST AND APPROVAL" Form to be provided by City prior to approval of contract.

The subcontractors listed on this proposal and/or submitted to the Contract Compliance Officer cannot be changed except for the following reasons:

- 1) The City of Waterloo does not approve the subcontractors.
 - 2) The subcontractors submit in writing that they cannot fulfill their subcontracts.
11. The bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA".
 12. The bidder has attached all applicable forms.
 13. The Owner reserves the right to select alternates, delete line items, and/or to reduce quantities prior to the award of a contract due to budgetary limitations.

_____	_____
(Name of Bidder)	(Date)

BY: _____ Title _____

Official Address: (Including Zip Code):

I.R.S. No. _____

**INFORMATION NEEDED
FOR
IOWA CONSTRUCTION SALES TAX EXEMPTION CERTIFICATE**

CONTRACTOR NAME: _____

ADDRESS: _____

(Check One) **PRIME** _____ **SUBCONTRACTOR** _____

FEDERAL ID#: _____

PROJECT NAME: _____

PROJECT CONTRACT NO.: _____

DESCRIPTION OF WORK:

- | | |
|--|---|
| ☐ Brickwork | ☐ Landscaping |
| ☐ Carpentry | ☐ Painting |
| ☐ Concrete | ☐ Paving |
| ☐ Drywall-Plaster-Insulation | ☐ Plumbing |
| ☐ Electrical | ☐ Roofing-Siding-Sheet Metal |
| ☐ Excavation/Grading | ☐ Windows |
| ☐ Flooring | ☐ Wrecking-Demolition |
| ☐ Heavy Construction | ☐ Other (Please specify) |
| ☐ Heating-Ventilating-Air Cond. | ☐ _____ |

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal, and _____

as Surety are held and firmly bound unto the _____ CITY OF WATERLOO _____, Iowa, hereinafter called

"OWNER." In the penal sum _____

Dollars (\$ _____) lawful money of the United States, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated the _____ day of _____, 20____, for _____.

NOW, THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the form specified and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

By virtue of statutory authority, the full amount of this bid bond shall be forfeited to the Owner in liquidation of damages sustained in the event that the Principal fails to execute the contract and provide the bond as provided in the specifications or by law.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid or execute such contract; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety, have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of _____, A.D. 20__.

_____(Seal)
Principal

By _____
(Title)

_____(Seal)
Witness Surety

Witness By Attorney-in-fact

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
)ss
County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____ (Owner, Partner, Officer, Representative, or Agent) _____, of _____, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the Proposed Contract; and
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to before me this _____ day of _____, 20__.

Title

My commission expires _____.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
_____) ss:
County of _____)

_____, being first duly sworn, deposes and says that:

1. He is _____ (Owner, Partner, Officer, Representative, or Agent) _____, of _____
_____ hereinafter referred to
as the "Subcontractor;"
2. He is fully informed respecting the preparation and contents of the subcontractor's proposal
submitted by the subcontractor to _____,
contract pertaining to the _____
project in _____
(City or County and State)
3. Such subcontractor's proposal is genuine and is not a collusive or sham proposal;
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives,
employees, or parties in interest, including this affiant, has in any way colluded, conspired,
connived, or agreed, directly or indirectly, with any other bidder, firm or person to submit a
collusive or sham proposal in connection with such contract or to refrain from submitting a
proposal in connection with such contract, or has in any manner, directly or indirectly, sought by
unlawful agreement or connivance with any other bidder, firm or person to fix the price or prices in
said subcontractor's proposal, or to fix any overhead, profit or cost element of the price of prices
in said subcontractor's proposal, or to secure through collusion, conspiracy, connivance or
unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in
the proposed contract; and
5. The price or prices quoted in the subcontractor's proposal are fair and proper and are not tainted
by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Title

Subscribed and sworn to before me this _____ day of _____, 20__.

Title

My commission expires _____.

EQUAL OPPORTUNITY CLAUSE

(As provided in Executive Order No. 11246)

All contractors, subcontractors, vendors and suppliers of goods and services doing business with the City and value of said business equals or exceeds ten thousand dollars (\$10,000.00) annually agree as follows:

1. The contractors, subcontractor, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap, political opinions, or affiliations. The contractor, subcontractor, vendor, and supplier will develop an Affirmative Action program to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, religion, economic status, age, mental or physical disability, political opinions or affiliations. Such actions shall include but not be limited to the following:
 - a. Employment
 - b. Upgrading
 - c. Demotion or Transfer
 - d. Recruitment and Advertising
 - e. Layoff or Termination
 - f. Rates of Pay or Other Forms of Compensation
 - g. Selection for Training Including Apprenticeship
2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, religion, economic status, age, mental or physical disabilities, political opinion or affiliations.
3. The contractor, subcontractor, vendor and supplier or his/her collective bargaining representative will send to each labor union or representative of workers which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the contractor's commitment under this section.
4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives, and order of the City of Waterloo Affirmative Action Program Contract Compliance Provisions.
5. The contractor, subcontractor, vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Affirmative Action Officer. Said forms will elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself/herself and said contractor, subcontractor, vendor and supplier will permit access to his/her employment books, records and accounts to the City's Affirmative Action Officer, for the purpose of investigation to ascertain compliance with this contract and with rules and regulations of the City's Affirmative Action Program—Contract Compliance Provisions relative to Resolution No. 24664.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations and orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized by the City Council.
7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the non-discrimination clause in every contract,

subcontract or purchase order unless exempted by the rules, regulations, or orders of the City's Affirmative Action Program, and will provide in every subcontract, or purchase order that said provisions will be binding upon each contractor, subcontractor, or supplier.

8. We, the undersigned, recognize that we are morally and legally committed to non-discrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, economic status, age, mental or physical disabilities.

(Signed) _____
(Appropriate Official)

(Title)

(Date)

TITLE VI CIVIL RIGHTS

During the performance of this contract, the contractor (for itself), its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the DOT Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, about the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall allow access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Contracting Authority, the Iowa DOT, or FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Contracting Authority, the Iowa DOT, or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Contracting Authority, the Iowa DOT, or the FHWA shall impose such contract sanctions as they may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Contracting Authority, the Iowa DOT, or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event of a contractor becomes involved in, or it threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Contracting Authority or the Iowa DOT to enter into such litigation to protect the interests of the Contracting Authority or the Iowa DOT; and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No

My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No

My company has an office to transact business in Iowa.

☐ Yes ☐ No

My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No

My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No

My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____

Address: _____

City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

CONTRACTOR'S OR SUBCONTRACTOR'S AFFIRMATIVE ACTION PROGRAM

Check box that applies to party completing program:

- () General Contractor
() Subcontractor

I. Section A to be completed by **GENERAL CONTRACTORS** only:

A.

Name of Company _____

Address of Company _____ Zip _____

Telephone Number () _____

Federal ID Number (if no Federal ID Number, Owner/President's Social Security Number)

Name of Project _____

Project Contract Number _____

Estimated Construction Work Dates _____ / _____
Start Finish

Section B to be completed by **SUBCONTRACTORS** only:

B.

Name of General or Prime Contractor _____

Name of Subcontractor _____

Subcontractor's Address _____ Zip _____

Subcontractor's Telephone Number () _____

Subcontractor's Federal ID Number (if no Federal ID Number Owner/President's Social Security Number) _____

Name of Equal Employment Officer _____

C. Remainder of program to be completed by party completing program, either Prime or Subcontractor.

1. The Owners and/or Principals of your company:

<u>Name</u>	<u>Address</u>	<u>Position</u>	<u>Sex</u>	<u>Ethnic Origin</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

2. Other Areas of Interest:

If your company has branches or subsidiaries, or if your company is a branch or subsidiary of a parent organization, give the following information:

<u>Name</u>	<u>Address</u>	<u>Affiliation</u>	<u>Type of Degree</u>
_____	_____	_____	_____
_____	_____	_____	_____

II. EMPLOYER'S POLICY (Please read carefully.)

- A. We, the undersigned, recognize that we are morally and legally committed to nondiscrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap.
- B. The employment policies and practices of the undersigned are to recruit and hire employees without discrimination, and to treat them equally with respect to compensation and opportunities for advancement, including training, upgrading, promotion, and transfer. However, we realize the inequities associated with employment training, upgrading, contracting and subcontracting for minorities and women and we will direct our efforts to correcting any deficiencies to the maximum extent possible. The same will be required of our SUBCONTRACTORS and suppliers.
- C. We submit this program to assure compliance with Executive Order 11246, as amended, and other subsequent orders that may pertain to equal employment opportunity and merit employment policies, fully realizing that our qualification and/or merit system should be evaluated and revised, if necessary.
- D. We agree to put forth the maximum effort to achieve full employment and utilization of capabilities and productivity of all our citizens without regard to race, creed, color, sex, national origin, economic status, age, and mental or physical handicap.
- E. _____ will give training
(Name of Company)
and employment opportunities to local residents of Waterloo, Iowa, to the greatest extent feasible.

III. AFFIRMATIVE ACTION

- A. _____ recognizes that the
(Name of Company)

effective application of a policy of merit employment involves more than just a policy statement, and _____

(Name of Company)

will, therefore, re-evaluate our Affirmative Action Program to ensure that equal employment opportunities are available on the basis of individual merit, and to actively encourage minorities, women and local residents to seek employment with our company on this basis.

B. _____ will undertake the
(Name of Company)

following six (6) steps to improve our Affirmative Action Program:

1. Minority Recruitment and Employment;
2. Local Recruitment and Employment;
3. Disabled Veteran and Vietnam Era Veteran Recruitment and Employment;
4. Handicapped Recruitment and Employment;
5. Female Recruitment and Employment; and
6. Training, Upgrading and Promotional Opportunities.

C. _____ will take
(Name of Company)

whatever steps are necessary to ensure that our total work force has adequate minority, female, and local representation. We will utilize the following methods in our recruitment attempts:

1. Local advertising media (newspapers, radio, TV);
2. Community organizations (churches, clubs, schools);
3. Public and private institutions in the area (UNI, Hawkeye Community College);
4. Job Service of Iowa; and
5. Other.

D. _____ will seek qualified minority,
(Name of Company)

female, and local group applicants for all job categories and will make asserted efforts to increase minority, female and group representation in occupations at the higher levels or skill and responsibility.

E. All sources of employment used shall be aware that we are an Equal Employment Opportunity Employer. Labor organizations representing our employees will be notified of our Equal Employment Opportunity Policy and Affirmative Action Program.

F. Training, upgrading, promotion and transfer activities at all levels will be monitored to ensure that full consideration has been given to qualified minority, female, and local group employees.

G. _____ will encourage other
(Name of Company)

companies with whom we are associated and/or do business, to do the same and we will assist them in their efforts.

H. _____ has taken the following
(Name of Company)

Affirmative Action to ensure that minority, female, local contractors and/or suppliers were provided opportunities to negotiate and/or bid on this project: (if none, write "NONE")

1. _____

2. _____

- I. As a result of the above efforts, we have involved minority, female, and local contractors and/or suppliers in the following areas of subcontracting: (if none, write "NONE")

1. _____

2. _____

- J. _____ will require approved
(Name of Company)

Affirmative Action Programs from all nonexempt contractors who propose to work on this project and will take whatever steps are necessary to ensure that non-minority contractors have adequate representation of minority, female and local persons in their total work force.

- K. In further accordance with rules and guidelines issued pursuant to Executive Order 11246 as amended, we establish the goals for our company, based on parity percentages supplied by the City, and we realize these goals will be reviewed on an annual basis.

- L. _____ will keep records of
(Name of Company)
specific actions relative to recruitment, employment, training, upgrading and promotion and will provide the City of Waterloo with any information relative to same, including activities of our SUBCONTRACTORS and suppliers as necessary or when requested.

- M. Parity figures for companies located in Waterloo are as follows:

Minority Parity = .08 (8%)

- N. _____ Affirmative Action
(Name of Company)

Employment Goals:

The definition of Affirmative Action Goals is as follows: "Goals may not be rigid and inflexible quotas which must be met, but must be targets, reasonably attainable by means of applying every good faith effort to make all aspects of the entire Affirmative Action Program work."

For the year 201__, please submit percentage targets for employing minorities and women. If you already have reached your target for hiring minorities and women, please submit that percentage.

*Goals for Minorities: _____%

Goals for Women: _____%

*Your affirmative action goals should be between 1% and 10% or more for minorities and 1% and 5% or more for women.

Please be advised that the goals or targets are purely your estimation of how many women and minorities your company can reasonably expect to hire in 201__. Note, that none of the goals are rigid or inflexible. They are targets that your company calculates as reasonably attainable. This will help the City in its monitoring procedures as required by City of Waterloo Resolution No. 1984-142(4).

**CONTRACTOR'S TOTAL WORK FORCE
(WATERLOO)**

[illegible]

INDICATE: DISABLED VETERAN: DV
 VIETNAM ERA VETERAN: VV
 HANDICAPPED: H

We hereby certify that we are in compliance with all City and Federal Affirmative Action Regulations and agree to accept all liability for failure to comply.

Respectfully submitted,

By: _____
Company Executive

Date

By: _____
Equal Employment
Opportunity Officer

Date

City of Waterloo Affirmative Action Officer

_____ Approved

_____ Disapproved Reason: _____

By: _____

Date: _____

DESCRIPTION OF JOB CATEGORIES

1. **Officials/Manager:** Occupations in which employees set broad policies, exercise overall responsibility for execution of all policies, or direct individual departments or special phases of the agency's operations or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy directors, controllers, examiners, wardens, superintendents, unit supervisors, sheriffs, police and fire chiefs and inspectors and kindred workers.
2. **Professionals:** Occupations which require specialized and theoretical knowledge which is usually required through college training or thorough work experience and other training which provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dietitians, lawyers, system analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police and fire captains and lieutenants and kindred workers.
3. **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education and through equivalent on-the-job training. Includes: computer programmers and operations, draftsmen, surveyors, licensed practical nurses, photographers, radio operators, technical illustrators, police and fire sergeants and kindred workers.
4. **Office/Clerical:** Workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paper work required in an office. Includes: bookkeepers, messengers, office machine operators, clerk-typists, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks and kindred workers.
5. **Skilled Craft Workers:** Workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved in the work which is acquired through on-the-job training programs. Includes: Mechanics and repairman, electricians, heavy equipment operators, stationary engineers, skilled machine occupations, carpenters, compositors and typesetters and kindred workers.
6. **Sales Workers:** Occupations engaging wholly and primarily in direct selling. Includes: advertising agents and salesman, insurance agents and brokers, real estate agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks, grocery clerks and cashier checkers, and kindred workers.
7. **Operatives (semi-skilled):** Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics), plumbers, building trades, metal working trades, bricklayers, carpenters, electricians, machinists, mechanics, printing trades, etc., operatives, attendants (auto service and parking), plasterers, chauffeurs, deliverymen and furnacemen, heaters (metal), laundry and dry cleaning operatives, milliners, mine operatives and laborers, motormen, oilers and greasers, (except auto painters), (except construction and maintenance), photographic process workers, stationary fireman, truck and tractor drivers, weavers, (textile), welders and flame cutters and kindred workers.
8. **Laborers (unskilled):** Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen, and stevedores, lumbermen, craftsmen and woodchoppers, laborers performing lifting, digging, mixing, loading and pulling operations and kindred workers.

9. **Apprentices:** Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally an apprenticeship, regardless of whether the program is registered with a Federal or State agency.
10. **Trainees (on-the-job):** Production. Persons in formal training for craftsmen when not trained under apprentice programs--operative laborer, and service occupations.

White Collar. Persons engaged in formal training for clerical, managerial, professional, technical, sales, office and clerical occupations.

ITEMS OF POTENTIAL MBE/WBE PARTICIPATION

NOTICE TO PROSPECTIVE BIDDERS:

The following are items from the **FY 2024 CIP PIPELINING PHASE IVB1, CONTRACT NO. 1102**, project that have a potential for MBE/WBE Participation. This listing, however, is not intended to be all encompassing; to preclude MBE/WBE Contractors from bidding on any items of the Proposal as a Subcontractor or the entire Proposal as a Prime Contractor.

Item	Description	Unit	Estimated Quantiles	Unit Price	Total Amount
BASE BID					
1	8" Diameter CIP Pipe Lining	LF	5,101.00	\$	\$
2	10" Diameter CIP Pipe Lining	LF	1,585.00	\$	\$
3	12" Diameter CIP Pipe Lining	LF	911.00	\$	\$
4	Lateral Reinstatement	EA	189.00	\$	\$
5	3-FT Lateral Grouting	EA	189.00	\$	\$
6	Pipe Televising - 8"	LF	10,202.00	\$	\$
7	Pipe Televising - 10"	LF	3,170.00	\$	\$
8	Pipe Televising - 12"	LF	1,822.00	\$	\$
9	Type A Pipe Cleaning - 8"	LF	5,101.00	\$	\$
10	Type A Pipe Cleaning - 10"	LF	1,585.00	\$	\$
11	Type A Pipe Cleaning - 12"	LF	911.00	\$	\$
12	Type C Root Removal - 8"-10"	LF	3,343.00	\$	\$
13	Type C Root Removal - 12"-15"	LF	455.00	\$	\$
14	Type D Lumberjack - 8"-10"	LF	3,343.00	\$	\$
15	Type D Lumberjack - 12"-15"	LF	455.00	\$	\$
16	Protruding Taps Removal	EA	45.00	\$	\$
	BASE BID TOTAL			\$	\$
BID ALTERNATE NO. 1					
101	8" Diameter CIP Pipe Lining	LF	2,117.00	\$	\$
102	Lateral Reinstatement	EA	28.00	\$	\$
103	3-FT Lateral Grouting	EA	28.00	\$	\$
104	Pipe Televising - 8"	LF	4,234.00	\$	\$
105	Type A Pipe Cleaning - 8"	LF	2,117.00	\$	\$
106	Type C Root Removal - 8"-10"	LF	1,058.00	\$	\$
107	Type D Lumberjack - 8"-10"	LF	1,058.00	\$	\$
108	Protruding Taps Removal	EA	20.00	\$	\$
	BID ALTERNATE NO. 1 TOTAL			\$	\$

Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
ADDITIONAL CLEANING RATES					
201	Type A Pipe Cleaning - 8"	HR	50	\$	\$
202	Type A Pipe Cleaning - 10"	HR	50	\$	\$
203	Type A Pipe Cleaning - 12"	HR	50	\$	\$
204	Type C Root Removal - 8"-10"	HR	50	\$	\$
205	Type C Root Removal - 12"-15"	HR	50	\$	\$
206	Type D Lumberjack - 8"-10"	HR	50	\$	\$
207	Type D Lumberjack - 12"-15"	HR	50	\$	\$
208	Type A Pipe Cleaning - 10"	HR	50	\$	\$
209	Type C Root Removal - 8"-10"	HR	50	\$	\$
210	Type D Lumberjack - 8"-10"	HR	50	\$	\$
211	Type D Lumberjack - 12"-15"	HR	50	\$	\$
A table of expected cleaning times per segment shall be submitted to the Owner prior to beginning work.					

MBE/WBE GOALS FOR THIS PROJECT

IMPORTANT: Prime Contract Bidders should be aware that ten percent (10%) MBE goal and a two percent (2%) WBE goal is attached to this project. "Certified Return Receipt" letters are no longer needed with the bid showing proof of contacting MBE or WBE Subcontractors, but the Pre-Bid Contact Information Form must be filled out completely.

City of Waterloo Contract Compliance Officer:

Contract Compliance Officer
Community Development Board
Carnegie Annex, Suite 202
620 Mulberry Street
Waterloo, IA 50703
Phone: (319) 291-4429

**SUBCONTRACTOR’S BID REQUEST FORM
PRIME BIDDER’S LETTERHEAD**

Contract No.: _____
Letting Date: _____

I, (subcontractor’s name), hereby attest that I have been solicited for a bid on (project name) in the area of (description of work and bid item no.).

(Prime contractor) has informed me that if I am interested in bidding, a subcontracting bid proposal must be submitted to the company office by (date) and (time).

_____	_____
Date	Subcontractor’s Company Name
_____	_____
Date	Subcontractor’s Signature
_____	_____
Date	Prime Bidder’s Signature

**LETTER TO BE USED WHEN SOLICITING FOR
SUBCONTRACTOR QUOTES**

Subcontractor Company Name
Address

RE: Contract No.: _____

Dear _____:

(Prime Contractor's Company Name) is presently soliciting for the following work in connection with the above referenced project.

(Insert bid Item Nos. and Description of Work)

(Prime Contractor's Company Name) is an Equal Opportunity Employer, and all qualified bidders will not be discriminated against due to race, religion, color, sex, or origin.

If interested in bidding your proposal must be turned in to this office by _____
Date
and _____.
(Time)

Sincerely,

(Prime Contractor's Representative)

Form CCO- 3 (11/28/2001)

**LETTER OF INTENT TO BID
(MBE/WBE LETTER)**

According to the Current MBE/WBE Contract Compliance Program - 2002, all MBE/WBE Contractors interested in submitting subcontractor quotes on construction projects with goals, MUST submit a LETTER OF INTENT TO BID to the City of Waterloo Contract Compliance Officer at least seven (7) days prior to bid opening.

The LETTER OF INTENT TO BID must list the specific items which the MBE/WBE Contractor is interested in bidding.

Letter should include the following:

Name of Project: _____
Your Company Name: _____
Address: _____
Phone: _____ Date: _____

List of Specific items to be bid:

Item No. _____	Description: _____
Item No. _____	Description: _____
Item No. _____	Description: _____
Item No. _____	Description: _____
Item No. _____	Description: _____

(Subcontractor's Company Name and authorized signature)

Return this LETTER OF INTENT TO BID to:

Contract Compliance Officer
Community Development Board
620 Mulberry St.
Carnegie Annex, Suite 202
Waterloo, IA 50703
Phone: (319) 291-4429

Form CCO-5 (06-20-2002)



CERTIFIED MBE CONTRACTORS

CARTER ELECTRIC

725 Adams Street
Waterloo, IA 50703
Phone: (319) 232-9808
Pager: (319) 235-4021
Contact: Derrick Carter
Specializing in:
ELECTRICAL CONTRACTOR

DANIELS HOME IMPROVEMENT

339 Albany Street
Waterloo, IA 50703
Phone: (319) 961-1659
Contact: Sammy Daniels
Specializing in:
ALL TYPES OF CONCRETE FLATWORK, POURED WALLS—ALL TYPES, FOOTINGS, LIGHT DEMOLITION

D.C. CORPORATION

426 Beech Street
Waterloo, IA 50703
Phone: (319) 493-2542
FAX: (319) 236-0515
Contact: Terry Phillips
Certified: City of Waterloo Certified MBE, TSB Certified
Specializing in:
COMMERCIAL AND RESIDENTIAL DEMOLITION, CONCRETE PAVING, DRIVEWAYS, TRUCKING (ALL TYPES), GENERAL CONSTRUCTION

QUICK CONSTRUCTION

217 Bates Street
Waterloo, IA 50703
Phone: (319) 215-4166
Contact: Leroy Harrington
Specializing in:
ALL TYPES OF CONCRETE FLATWORK AND GENERAL CONSTRUCTION

E. CASTRO ROOFING

702 Riehl Street
Waterloo, IA 50701
Phone: (319) 215-5683
Contact: Emillio Castro
Specializing in:
ROOFING, SIDING, GENERAL CONSTRUCTION

JASON'S INDOOR AND OUTDOOR

700 Bishop Avenue
Waterloo, IA 50707
Phone: (908) 675-7725
Contact: Jason Burt
Specializing in:
GENERAL CONSTRUCTION

CERTIFIED WBE CONTRACTORS

** DENOTES WOMEN BUSINESS ENTERPRISE*

Rudy D. Jones, Community Development Director
Contract Compliance Office
Community Development Board
Carnegie Annex, Suite 202
620 Mulberry Street
Waterloo, Iowa 50703
319-291-4429 phone
319-291-4431 fax



Updated 4-11-2022

MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM INSTRUCTIONS

Prime Contractor Responsibilities:

Prime Contractors bidding on City of Waterloo contract work are required to ensure that MBE/WBE businesses are provided the opportunity to participate in the performance of contracts and subcontracts. Prime contractors are required to assist MBE/WBE businesses in overcoming barriers to participation and must make good faith efforts to secure bids from, and award subcontracts to, MBE/WBE businesses. For all contract bids of \$50,000 or more, the following is required to demonstrate good faith efforts in accordance with this policy:

1. "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" submitted with the prime contractor bid, properly completed and signed on Form CCO-4 (Rev. 06-20-02). Please note that this document must include all subcontractor contacts, bids received, and awarded - not just those related to disadvantaged business enterprise vendors.
2. A minimum of three (3) MBE/WBE business contacts must be made and documented, if there are at least three (3) MBE/WBE businesses offering services in the areas to be subcontracted (see City of Waterloo MBE/WBE Certified List). If less than three (3) are offering the services to be subcontracted, then a contact is required for any that are listed as providing that service. If you have submitted a MBE/WBE contact not on the City's MBE/WBE list, attach a copy of the certification from another government agency.
3. Contacts to each MBE/WBE businesses are required to be a minimum of seven (7) working days prior to the date the prime contractor submits the bid to the City of Waterloo.
4. The following documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" for each MBE/WBE business contacted:
 - a. A copy of the bid received from the MBE/WBE, OR
 - b. If no bid was received, a copy of correspondence received from the MBE/WBE with a "no bid" response, OR
 - c. If no response was received, a copy of the solicitation sent to the MBE/WBE with proof of mailing attached.
5. If any MBE/WBE business submitting bids are not selected for subcontract award, documentation must accompany the "MBE/WBE BUSINESS ENTERPRISE PRE-BID CONTACT INFORMATION FORM" on why the MBE/WBE was not selected. These reasons could include:
 - a. Not low bid. Copies of the competing bids may be required for verification.
 - b. MBE/WBE did not bid, withdrew bid or was non-responsive.
 - c. Documentation of other business-related reason for not selecting the MBE/WBE business for a subcontract.
 - d. Prime contractor self performs work.
 - e. Any other reason relied on by the Prime Contractor.

The Contract Compliance Officer will determine the weight to be given to each item listed above (supported by appropriate documentation) based on overall program goals.

Subcontractors Responsibilities:

1. Each MBE/WBE firm planning to submit quotes on construction projects with goals, shall submit a Letter of Intent to Bid (Form CCO-5) to the City Contract Compliance Officer seven (7) working days prior to bid opening, listing specific items which the MBE/WBE firm is interested in bidding. If the City Contract Compliance Officer does not receive sufficient scope letters seven (7) working days prior to bid opening, goals on subject project will be reduced accordingly. Agreements between the bidder/proposer and an MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other bidders/proposers are prohibited.

Form CCO-4A Rev. 07-08-02



**MBE/WBE BUSINESS ENTERPRISE
PRE-BID CONTACT INFORMATION FORM**

Prime Contractor Name: _____ Project: _____ Letting Date: _____

NO MBE/WBE SUBCONTRACTORS: If you are NOT using any MBE/WBE subcontractors to complete this project, sign below. Attach a brief explanation as to why subcontracting was not feasible with this project. If any MBE/WBE subcontractors will be used, please use the bottom portion of this form.

Contractor Signature: _____ Title: _____ Date: _____

SUBCONTRACTORS APPLICABLE: You are required, for your bid to be considered responsive, to provide the information on this form showing ALL of your MBE/WBE subcontractor contacts made for your bid submission. This information is subject to verification. Any questions should be directed to Contract Compliance Office 319-291-4429.

You are required, for your bid to be considered responsive, to provide the information on this Form showing your MBE/WBE Business Enterprise contacts made prior to your bid submission. This information is subject to verifications and confirmation. If you are unable to identify MBE/WBE firms to perform portions of the work, please contact Rudy Jones, Contract Compliance Officer, for assistance at (319) 291-4429.

In the event it is determined that the MBE/WBE Business Enterprise goals are not met, then before awarding the contract the City of Waterloo will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

**TABLE OF INFORMATION SHOWING BIDDER'S PRE-BID
MBE/WBE BUSINESS ENTERPRISE CONTACTS**

		Quotes Received		Quotation used in bid	
MBE/WBE Subcontractors	Dates Contacted	Yes/No	Dates Contacted	Yes/No	Dollar Amount Proposed to be Subcontracted

(Form CCO-4) Rev. 06-20-02

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the City of Waterloo, Iowa.)

All questions must be answered, and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, when incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available: \$ _____.
15. Give bank reference: _____.
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the City of Waterloo, Iowa? _____

17. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Waterloo, Iowa, in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____, this _____ day of _____, 2022.

(Name of Bidder)

By: _____
Title: _____

State of _____)
County of _____) ss:

_____, being duly sworn deposes and says that he is
_____ of _____
(Name of Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 2022.

Notary Public

My commission expires _____, _____.

GENERAL SPECIAL PROVISIONS

1. SCOPE OF WORK

The work covered by this contract consists of furnishing all labor, equipment, and materials and performing all operations, in connection with the **FY 2024 CIP PIPELINING PHASE IVB1, CONTRACT NO. 1102**, as shown on the contract drawings and in accordance with these specifications.

The contract drawings, which accompany and form a part of this contract and specifications, are dated **January 24, 2024**. They have the general title of **FY 2024 CIP PIPELINING PHASE IVB1, CONTRACT NO. 1102**.

The drawings are numbered and separately entitled as follows:

<u>DRAWING NO.</u>	<u>DESCRIPTION</u>
	TITLE SHEET AND LOCATION MAP
OV	PROJECT OVERVIEW
1	SERVICE AREA NO. 12
2A	BID ALTERNATE NO. 1 – SERVICE AREA NO. 12
3A	BID ALTERNATE NO. 1 – SERVICE AREA NO. 12

The Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series of 2015, plus the applicable General Supplemental Specifications and the 2023 Iowa Statewide Urban Specifications, also known as SUDAS, shall apply to construction work. These standard specifications are amended by the City of Waterloo Supplemental Specifications to the 2023 edition of SUDAS.

Any specifications that supersede the Iowa DOT, SUDAS and City of Waterloo Specifications are listed in the Special Provisions.

2. CONFLICTING SPECIFICATIONS

All requirements of other specifications contained in the contract documents which conflict with the provisions of the special provisions will be considered void.

3. DUMPING AREAS

Excess material resulting from construction operations shall be hauled to the County Landfill or other area secured by the contractor and approved by the City. Rubble, rubbish, trees, brush, and other unsuitable backfill material, as designated by the City, shall be hauled to the County Landfill. All Landfill charges are to be considered incidental to the contract and are the responsibility of the contractor.

4. CONSTRUCTION DAMAGE

The Contractor shall exercise care during construction operations to ensure the safety and protection to existing features located near or within the limits of construction. Damage caused by negligence or poor workmanship, as determined by the Engineer, shall be considered the Contractor's responsibility.

5. **REMOVED MATERIALS**

All materials removed as part of this Contract shall remain the property of the City unless the City determines that the materials are not salvageable, and the City does not want to retain ownership of the materials. Materials designated in the field by the Engineer as non-salvageable shall be hauled and disposed of by the Contractor at no cost to the City. All other materials shall be transported to locations as directed by the Engineer. No separate measurement or payment will be made for hauling or disposing of removed materials and it shall be considered incidental to applicable items.

6. **OVERHAUL**

Overhaul will not be paid for "surplus material" obtained from any of the items of construction under this contract. The cost of overhaul will be considered as incidental to the items to which it applies.

7. **MAILBOXES**

The Contractor shall notify the United States Postal Department of mailboxes, which interfere with any part of the work before removing them, and the Contractor will relocate them as required by the Postmaster. The removal and replacement of mailboxes will not be considered for direct payment but will be considered incidental to the item to which it applies.

The removal and replacement of stop signs will not be considered for direct payment but will be considered incidental to the item to which it applies.

8. **PAY ITEMS**

All pay items are listed in the proposal and shall include the purchase of all materials, delivery of these materials, and furnishing all labor, plant, and miscellaneous work needed to make the item complete. All such cost shall be incidental to the proposed item to which it applies and shall not be considered for separate payment.

9. **BREAKDOWN OF LUMP SUM CONTRACT PRICE ITEMS**

The Contractor shall, immediately upon execution and delivery of the contract, before the first estimate for payment is made, deliver to the City a detailed estimate giving a complete breakdown of the lump sum contract prices. The submitted breakdown shall be approved by the City prior to any payment of any lump sum price item.

10. **PERMISSION TO HAUL OVER STREETS, RAILROADS, AND HIGHWAYS**

The Contractor will be required to secure, from the proper authorities, permission or permit which may be required to haul over streets, highways, railroads or private property, and any hauling operations of the Contractor shall be subject to the requirements of such permits, permission, and to all applicable regulations, laws, and ordinances governing hauling and movement of equipment over streets, railroads, highways, and private property. Any costs or inconvenience caused by obtaining any necessary permits or permission shall be considered completely covered by the price bid for the items in the proposal.

11. **CONSTRUCTION SCHEDULING**

The City shall approve Contractor's work schedule prior to starting. All revisions shall also be approved. The City may change the schedule to accommodate changing construction conditions.

The contractor shall submit the work schedule to the City at the preconstruction conference for approval. The City shall approve Contractor's work schedule prior to starting. All revisions shall also be approved. The City may change the schedule to accommodate changing construction conditions.

The Contractor shall coordinate the work under this contract with contractors performing work under other contracts, which may be performed concurrently.

The Contractor shall be responsible to notify the Police, Fire, Street, and Engineering Departments of the closing and opening of streets.

The Contractor shall commence work after receipt of the "Notice to Proceed" and at the date approved on the submitted schedule. The contractor shall diligently execute the work of the contract to completion once work commences.

12. **PRE-CONSTRUCTION CONFERENCE**

Before any work is started, the Contractor shall arrange with the City to hold a pre-construction conference for the purpose of discussing the contract.

13. **UNDERGROUND UTILITIES**

It is the responsibility of the Contractor to obtain the location of gas lines, water lines, electric, telephone, and cable television cables or wires from the various utility companies and the City electrician before starting any excavation. The Contractor shall be responsible for any damage to any underground utilities. The Contractor shall expose those utilities indicated on the plans so that elevations may be determined before beginning construction. This work shall be considered incidental to other items of work.

If the Contractor believes that additional costs have been incurred due to a utility being improperly located, the resolution of the additional costs incurred shall be made between the contractor and the respective utility company.

14. **TRAFFIC SIGNS AND STREET SIGNS**

The Contractor shall contact the City of Waterloo Traffic Operations Department to have any street sign that will be affected by construction removed and replaced when the work has been completed.

15. **TRAFFIC CONTROL DURING CONSTRUCTION (INCIDENTAL)**

The Contractor shall provide, erect, and maintain, at all times during the progress and suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades, signs, or other adequate protection, as required by Contract Documents or as may be ordered by the Engineer, to ensure the safety of the public as well as those engaged on the work.

All barricading necessary for completion of this project shall be considered incidental to contract bid items.

The Contractor shall, at his own expense and without further or other order, provide, erect and maintain, at all times during the progress and suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades, signs or other adequate protection, as required by the latest edition of Part VI of the "Manual on Uniform Traffic Control Devices" and shall provide, keep and maintain such barricades, signs, etc., as may be required or as may be ordered by the Engineer, to ensure the safety of the public as well as those engaged on the work. All barricading plans shall be reviewed by the Engineer.

The Contractor shall determine, provide and obtain approval from the City Engineer on all detour locations for all street closings, barricades and posting prior to construction. These shall meet requirements of the City Police Traffic Department. The Contractor shall notify the City Engineer's Office and the Police, Fire and Street Departments when the street is closed for construction. All barricading shall be in accordance with the latest edition of Part VI of the "Manual on Uniform Traffic Control Devices." Encapsulated lens sheeting is not required on this project.

16. **GRADES, LINES, LEVELS, AND SURVEYS**

All necessary grades, lines, levels and surveys shall be established and maintained by the Contractor.

The Contractor shall verify all grades, lines, levels, and dimensions as shown on the drawings, and he shall report any errors or inconsistencies in the same to the City before commencing work.

17. **SAFETY OF WORKERS AND PUBLIC**

The Contractor shall, at all times, take necessary precautions to protect the life and health of all persons employed on this project and the public. He shall provide necessary safety devices and safeguards in accordance with latest and best accident prevention practices. All such protection shall be furnished to employees without cost.

No direct measurement of payment shall be made for this protection but shall be considered incidental to other items of work. The public shall be kept outside of any work area.

18. **WORKING ON SATURDAYS, SUNDAYS AND LEGAL HOLIDAYS**

The Contractor shall notify the Engineer in writing forty-eight (48) hours in advance if work on Saturday is planned. By noon the Friday before the planned Saturday work, the Contractor shall confirm the Saturday work schedule with the project inspector.

Work on Sunday requires prior approval of the Engineer in accordance with the Waterloo Standard Specifications. The Contractor shall not work the following days in 2023, 2024 and 2025 due to City holidays:

2024

January 1, 2024 (Monday) - New Year's Day
January 15, 2024 (Monday) - Martin Luther King Day
May 27, 2024 (Monday) - Memorial Day
July 4, 2024 (Thursday) - Independence Day
September 2, 2024 (Monday) - Labor Day
November 11, 2024 (Monday) - Veteran's Day
November 28 and 29, 2024 (Thursday and Friday) - Thanksgiving
December 24 and 25, 2024 (Tuesday and Wednesday) - Christmas

2025

January 1, 2025 (Wednesday) - New Year's Day
January 20, 2025 (Monday) - Martin Luther King Day

SPECIAL PROVISIONS

1. TRAFFIC CONTROL -- IMPROPER MAINTENANCE

The Engineer, or authorized representative, shall periodically review traffic control that has been put in place by the Contractor. If traffic control devices are found to be without proper maintenance, penalties shall be assessed. Improper maintenance shall include, but not be limited to, the following situations:

- A. Less than 100 percent of lights in working order.
- B. Any barricade or sign moved or tipped over.
- C. Fencing not supported in a vertical position.
- D. Fencing not placed around excavations when workers/equipment is not working at the location.
- E. Lack of proper barricades or signage.

Each incident is treated as a separate citation on an individual basis. It is not intended that minor deficiencies be price adjusted if corrected the day notification is given. In addition to a price adjustment, the Engineer may suspend work for irresponsible and/or repeated failure to construct the project using proper traffic control procedures.

Penalties:	1st Offense	Written Warning Given by City
	2nd Offense	\$ 100
	3rd Offense	\$ 250
	4th Offense	\$ 500
	5th Offense	\$1,000
	6th Offense	Engineer's Discretion (Amount
	or more	Equal or Greater Than \$1,000)

2. LIQUIDATED DAMAGES

Time is an essential element of this contract. It is important that the work be diligently pursued to completion. If the work is not completed within the specified contract period, plus authorized extensions, the Contractor shall pay to the City Liquidated Damages in the amount of \$500.00 per day, for each day, as further described herein, more than the authorized time.

Days beyond the specified completion date for which Liquidated Damages will be charged will be working days that the Contractor does or could have worked from Monday through Saturday. Sundays will be counted only if work is performed. Partial working days will be considered as a full working day. Days not chargeable for Liquidated Damages will include rain days, Sundays if no work is done, and legal holidays.

Working days will cease to be charged when only punch list items remain to be completed. Punch list item do not include contract bid items or approved change/extra work orders.

When the Contractor believes the project to be substantially completed, a written notice stating the same shall be submitted to the Engineer and a request made for a Punch List. If the work under the Contract extends beyond the normal construction season for such work, the Contractor shall submit to the Engineer in writing a request that working days counted toward the project be suspended until work is resumed the following construction season.

This amount is not construed as a penalty. These damages are for the cost to the City of providing the required additional inspection, engineering, and contract administration.

3. HAUL ROUTES

Haul routes to and from the project site shall be submitted for review by the Engineer. In general, the Contractor shall request haul routes over the main streets in the area, staying on streets within the project as much as possible and should not include truck-embargoed streets.

4. STANDARD SPECIFICATIONS

The Standard Specifications, which are referenced in the contract documents, are designated as follows:

SUDAS STANDARD SPECIFICATIONS - "2023 Standard Specifications for the Iowa Statewide Urban Design and Specifications Program" (unless otherwise noted) and current revisions thereof.

WATERLOO STANDARD SPECIFICATIONS - "Standard Specifications for Municipal Public Works Construction, City of Waterloo, Iowa."

5. PERCENT OF CONTRACT TO BE PERFORMED BY CONTRACTOR

A. The prime contractor shall be required to perform at least 35 percent of the total contract amount of the project.

6. SPECIAL PROVISIONS

Standard Specifications are amended by the following additions. These are Special Provisions and shall prevail over those published in the Standard Specifications.

Section 01 10 10 Summary of Work
Section 01 22 13 Measurements and Payments
Section 33 01 31 Cured-In-Place Pipe Sewer Lining

7. QUANTITY ADJUSTMENTS

The following Bid Items are exempted from consideration under the provisions of Section B. "Scope of Work," paragraph 7 of the "General Specifications for Construction" concerning the variance of the "As-Built" quantity of the listed item by more than twenty (20%) percent from the estimated quantity specified in the contract.

Item	Description	Unit	Estimated Quantiles	Unit Price	Total Amount
BASE BID					
1	8" Diameter CIP Pipe Lining	LF	5,101.00	\$	\$
2	10" Diameter CIP Pipe Lining	LF	1,585.00	\$	\$
3	12" Diameter CIP Pipe Lining	LF	911.00	\$	\$
4	Lateral Reinstatement	EA	189.00	\$	\$
5	3-FT Lateral Grouting	EA	189.00	\$	\$
6	Pipe Televising - 8"	LF	10,202.00	\$	\$
7	Pipe Televising - 10"	LF	3,170.00	\$	\$
8	Pipe Televising - 12"	LF	1,822.00	\$	\$
9	Type A Pipe Cleaning - 8"	LF	5,101.00	\$	\$
10	Type A Pipe Cleaning - 10"	LF	1,585.00	\$	\$

11	Type A Pipe Cleaning - 12"	LF	911.00	\$	\$
12	Type C Root Removal - 8"-10"	LF	3,343.00	\$	\$
13	Type C Root Removal - 12"-15"	LF	455.00	\$	\$
14	Type D Lumberjack - 8"-10"	LF	3,343.00	\$	\$
15	Type D Lumberjack - 12"-15"	LF	455.00	\$	\$
16	Protruding Taps Removal	EA	45.00	\$	\$
	BASE BID TOTAL			\$	\$
BID ALTERNATE NO. 1					
101	8" Diameter CIP Pipe Lining	LF	2,117.00	\$	\$
102	Lateral Reinstatement	EA	28.00	\$	\$
103	3-FT Lateral Grouting	EA	28.00	\$	\$
104	Pipe Televising - 8"	LF	4,234.00	\$	\$
105	Type A Pipe Cleaning - 8"	LF	2,117.00	\$	\$
106	Type C Root Removal - 8"-10"	LF	1,058.00	\$	\$
107	Type D Lumberjack - 8"-10"	LF	1,058.00	\$	\$
108	Protruding Taps Removal	EA	20.00	\$	\$
	BID ALTERNATE NO. 1 TOTAL			\$	\$
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
ADDITIONAL CLEANING RATES					
201	Type A Pipe Cleaning - 8"	HR	50	\$	\$
202	Type A Pipe Cleaning - 10"	HR	50	\$	\$
203	Type A Pipe Cleaning - 12"	HR	50	\$	\$
204	Type C Root Removal - 8"-10"	HR	50	\$	\$
205	Type C Root Removal - 12"-15"	HR	50	\$	\$
206	Type D Lumberjack - 8"-10"	HR	50	\$	\$
207	Type D Lumberjack - 12"-15"	HR	50	\$	\$
208	Type A Pipe Cleaning - 10"	HR	50	\$	\$
209	Type C Root Removal - 8"-10"	HR	50	\$	\$
210	Type D Lumberjack - 8"-10"	HR	50	\$	\$
211	Type D Lumberjack - 12"-15"	HR	50	\$	\$
A Table of expected cleaning times per segment shall be submitted to the Owner Prior to beginning Work.					

8. SHOP DRAWINGS, CERTIFICATES, AND EQUIPMENT LISTS

A. Submission of Drawings:

1. The Contractor shall submit to the Engineer all shop drawings and equipment drawings or lists as called for in the contract documents or as requested by the

Engineer. Drawings and listings shall be complete and shall contain all required detail information conveyed according to the latest recommended standards for detailing.

2. The Contractor shall make any corrections required by the Engineer and submit the revised shop or equipment drawings or listings for review. After review by the Engineer, the shop or equipment drawings or listings will be so marked, dated, signed by the Engineer, and forwarded to the Contractor for reproduction and distribution.

B. Submission of Equipment Lists:

1. If requested in the contract documents, as soon as practicable after award of contract and before any items of material or equipment are purchased, the Contractor shall submit to the Engineer for review a complete list of the principal fixtures and equipment to be incorporated into the work.
2. The Contractor shall also submit applicable brochures, technical data, catalogs, cuts, diagrams, manufacturer's drawings and installation instructions, samples if required, and other descriptive data including the complete description, trade name, model number, type, size, and rating.

C. Engineer's Review:

1. Review by the Engineer shall not be construed as a complete check but will indicate only that the general method of construction and detail is satisfactory. The Engineer assumes no responsibility for errors in dimensions in the shop drawings and assumes the Contractor will use material complying with requirements of the contract documents or, where not specified, those of sound and reasonable quality, and will erect the subjects of such shop drawings according to recognized standards of first quality work or, when specified, according to standards of the contract documents.
2. Any work done or material ordered by the Contractor prior to review by the Engineer shall be at the Contractor's risk.

9. PROJECT RECORD DOCUMENTS

- A. Maintain at the project site one record copy of the drawings, project manual, addenda, change orders and other modifications to contract, field orders or clarifications, shop drawings, field test records, and associated permits.
- B. Provide one marked up set of drawings to Engineer at substantial completion for use in preparation of record drawings.
- C. Maintain record documents in clean dry, legible condition and in good order. Do not use record documents for construction purposes. Make record documents available for inspection by Engineer.

* * * END OF SECTION * * *

SECTION 01 11 18
SUMMARY OF WORK

PART 1 GENERAL

1.01 SUMMARY

- A. Work of this Contract entails construction of Cured-In-Place (CIP) sanitary sewer lining located in the City of Waterloo, identified as Sewer Service Area 12 (SA #12), as shown on the Drawings. The project includes cleaning, root removal, televising, CIP pipelining and lateral grouting of the following quantities:

8-Inch Diameter CIP – 5,101 LF
10-Inch Diameter CIP – 1,585 LF
12-Inch Diameter CIP – 911 LF
Laterals – 189 EA

1.02 DEFINITIONS

- A. Standard Specifications: SUDAS 2024 Edition, except where otherwise noted.

1.03 FORM OF SPECIFICATIONS

- A. These Specifications are written in imperative and abbreviated form. Imperative language of Specification sections is directed at CONTRACTOR, unless specifically noted otherwise. Incomplete sentences in Specifications shall be completed by inserting “shall,” “CONTRACTOR shall,” “shall be,” and similar mandatory phrases by inference in same manner as they are applied to notes on Drawings. Words “shall be” shall be supplied by inference where colon (:) is used within sentences or phrases. Except as worded to contrary, fulfill (perform) indicated requirements whether stated imperatively or otherwise.
- B. Items of Work are specified by section. Specifications or requirements of one or more sections may apply or be referenced in other sections.
- C. Provide Work described and comply with requirements stated in each Specification section and Drawings unless specifically assigned to other Contractors or OWNER.

1.04 CONTRACTS

- A. Perform Work under unit price Contract(s) with OWNER.

1.05 MILESTONES (WORK SEQUENCE)

- A. Construct Work in stages to provide for public convenience.
1. Do not close off public use of facilities until completion of one stage of construction provides alternative usage.
 2. Stages of construction are those indicated on Drawings.

1.06 CONTRACTOR'S USE OF PREMISES

- A. Limit use of premises for Work and storage to allow for following.
1. Public use.

- B. Conduct operations to ensure least inconvenience to general public. Coordinate use of premises with OWNER.
- C. Assume full responsibility for protection and safekeeping of products under this Contract.
- D. Obtain and pay for use of additional storage or Work areas needed for operations at no additional cost to OWNER.
- E. Confine operations to areas within Contract limits indicated. Do not disturb portions of site beyond areas in which Work is indicated.
- F. Keep driveways, roads, and entrances serving premises clear and available to OWNER and public at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on Site.

1.07 EASEMENTS, LICENSES, AND PERMITS

- A. Easements, construction licenses, and permits obtained for Work shown on Drawings.
 - 1. OWNER has copies of documents on file for review.
 - 2. Comply with provisions of easements, licenses, and permits.
 - 3. Obtain additional construction licenses necessary to complete Work.
 - 4. Easements and are shown on Drawings.
 - 5. Perform construction within existing rights-of-way or within limits of easements.
 - 6. Obtain written authorization from affected property owners or maintaining authorities if construction is outside these areas.
 - 7. Comply with requirements of OWNERS or maintaining authorities.
 - 8. Obtain written approval of restoration from easement and construction license grantors shown on Drawings.

1.08 STAKING

- A. Proposed Work will be staked once, by ENGINEER, at no expense to CONTRACTOR. Should CONTRACTOR request restaking, this Work will be done as ENGINEER'S schedule permits and at expense of CONTRACTOR. Notify ENGINEER at least 3 days prior to start of open-cut work or 7 days prior to start of jacked or augered work and when making periodic requests for line and grade stakes.
 - 1. ENGINEER will provide one line of survey stakes for utility work and prepare separate cut sheets where multiple pipes are located in common trench.
 - 2. CONTRACTOR shall maintain survey stakes.

PART 2 PRODUCTS

(Not Used)

PART 3 EXECUTION

(Not Used)

*** END OF SECTION ***

SECTION 01 22 13
MEASUREMENTS AND PAYMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. This section identifies Bid items by number and lists applicable Specification sections and method of payment and measurement.
- B. Provide labor, materials, equipment, supervision, and other services to construct each Bid item as required by Contract Documents.
- C. Payment for all items shall be quantity shown on bid schedule unless dimensions of work are revised by OWNER through change order or unless subsequent recompilation shows plan quantity to be incorrect.
- D. Payment for all items will be made based on amount of work completed at time of pay request.

1.02 DESCRIPTION OF BID ITEMS - GENERAL

- A. Bid Item Nos. 1 and 101: 8" CIP Pipelining,
Bid Item Nos. 2: 10" CIP Pipelining,
and
Bid Item No. 3: 12" CIP Pipelining,
 - 1. Includes furnishing and installation of Pipelining in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, and the drawings.
 - 2. Incidentals to this Bid Item:
 - a. Any Pipelining inside manholes (thru flow trough)
 - b. All work other work necessary to line each pipe segment from manhole to manhole
 - 3. Not included with this Bid Item:
 - a. Pipe Televising.
 - b. Pipe Cleaning.
 - c. Type C Root Removal.
 - d. Type D Lumberjacking.
 - 4. Measurement by the number of Lineal Feet of Pipelining installed from manhole pipe opening to manhole pipe opening.
- B. Bid Item Nos. 4 and 102: Lateral Reinstatement
and
Bid Item Nos. 5 and 103: Lateral Grouting
 - 1. Includes reinstating all active laterals in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING and SUDAS 4050.
 - 2. Measurement and payment based on bid price for each individual Lateral Reinstatement.

- C. Bid Item Nos. 6 and 104: Pipe Televising - 8",
Bid Item Nos. 7: Pipe Televising - 10",
and
Bid Item No. 8: Pipe Televising - 12",
1. Includes documenting the Pre-Televising and Post-Televising of the sanitary sewer in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050 and 4060, and the drawings.
 2. Measurement and payment based on Lineal Feet of cleaning.
- D. Bid Item Nos. 9 and 105: Pipe Cleaning - 8",
Bid Item Nos. 10: Pipe Cleaning - 10",
and
Bid Item No. 11: Pipe Cleaning - 12",
1. Includes sanitary sewer pipe cleaning in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, SUDAS 4060, and the drawings.
 2. Measurement and payment based on Lineal Feet of cleaning.
- E. Bid Item Nos. 12 and 106: Type C Root Removal - 8"-10",
and
Bid Item No. 13: Type C Root Removal - 12"-15",
1. Includes root removal in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, SUDAS 4060, and the drawings.
 2. Quantity is estimated based on 50% of the CIPP installed per diameter.
 3. Measurement and payment based on Lineal Feet of cleaning.
- F. Bid Item Nos. 14 and 107: Type D Lumberjack - 8"-10",
and
Bid Item No. 15: Type D Lumberjack - 12"-15",
1. Includes root removal in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, SUDAS 4060, and the drawings.
 2. Quantity is estimated based on 50% of the CIPP installed per diameter.
 3. Measurement and payment based on Lineal Feet of cleaning.
- G. Bid Item Nos. 16 and 108: Protruding Taps Removal
1. Includes root removal in accordance with SECTION 33 01 31 CURED-IN-PLACE PIPE SEWER LINING, SUDAS 4050, SUDAS 4060, and the drawings.
 2. Measurement and payment based on Each Protruding Tap Removed.
- H. Bid Item No. 201-211: Additional Cleaning Rates
1. INCLUDES ALL WORK as described in the pipe cleaning, root removal and lumberjacking as described above.
 2. These bid items are for cleaning outside of what is expected as part of your bid. The Contactor shall submit a table of expected cleaning times per segment before work begins to the City.
 3. The use of these rates must be approved by the City prior to the extra cleaning work begins. The procedure is described on Plan Sheet No. 1 Plan Note 2.
 4. Measurement and Payment is based on Per Hour.

* * * END OF SECTION * * *

SECTION 33 01 31
CURED-IN-PLACE PIPE SEWER LINING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Installation of cured-in-place pipe liner into existing sewer, including pipeline cleaning, internal inspections, flow control, obstruction removal, reconnection of existing active service laterals, testing, cleanup, restoration and associated Work.

B. Measurement and Payment:

1. See Specification Section 01 22 13.

C. This Specification Section shall be supplemented by SUDAS Section 4050.

1.02 PERFORMANCE REQUIREMENTS

A. Design Criteria:

1. Design cured-in-place liner thickness in accordance with ASTM F1216 and following additional requirements:
 - a. Design Safety Factor 2.0
 - b. Creep Retention Factor 50%
 - c. Ovality 2% or As Measured by Field Inspection
 - d. Constrained Soil Modulus: 1,000 PSI
 - e. Groundwater Depth: 2' Above the Invert of the Pipe
 - f. Soil Depth: Distance from Surface Elevation to Invert of Pipe
 - g. Live Load Highway
 - h. Soil Load (Assumed) 120 lb/cu. Ft.
 - i. Minimum Service Life 50 Years
2. Bond between layers shall be strong and uniform. Layers, after cure, shall form one homogeneous structural pipe wall with no part of tube left unsaturated by resin.

1.03 SUBMITTALS

A. Product Data:

1. Manufacturer's literature and product certification for materials used in liner.

B. Miscellaneous: FLASH DRIVE, INCLUDING THE FOLLOWING:

1. Internal inspections prior to and upon completion of liner insertion.
2. Television inspection reports.

C. Proposed plan for bypassing sewage during liner installation.

D. Submit in accordance with SUDAS Section 1050.

1.04 QUALITY ASSURANCE

A. Installing CONTRACTOR'S Qualifications:

1. 4-yr minimum demonstrated successful application of lining process.

B. Corrosion:

1. Fabricate finished liner from materials which, when cured, will be chemically resistant to withstand internal exposure to domestic sewage including expose to hydrogen sulfide gas.
 - a. Use chemical solution and concentrations shown in ASTM F 1216, Table X2.1, for purpose of defining chemical resistance requirements.

C. Manhole Connections:

1. Assure manhole connections watertight as possible considering condition of existing manholes.
 - a. Use of "Hydro-Tight" or equal seal will be acceptable.

D. Testing:

1. Flat plate test tube, in-plant, in accordance with F 1216.
2. Test finished liner.

PART 2 PRODUCTS

2.01 LINING PROCESS MANUFACTURERS

- A. Insituform.
- B. National Liner.
- C. In-Liner.
- D. C.I.P.P. Corporation
- E. Or equal.

2.02 CURED-IN-PLACE LINER TUBE

A. Resin:

1. Liner Bag: Polyester resin for domestic sewage and general chemical applications.
 - a. Resins may contain pigments, dyes, or colorants which will not interfere with visual inspection of cured liner.

B. Reinforcing Material:

1. Non-woven needle interlocked polyester felt formed into sheets of required thickness.
2. Felt tubes may be made of single or multiple layer construction, with any layer not less than 1.5 mm thick.

3. Mechanical strengthener membrane or strips may be sandwiched in between layers where required to control longitudinal stretching.
4. Polyurethane membrane used during insertion of inflation bag may be left on internal surface of liner after curing.
5. Minimum thickness of bonded polyurethane membrane and inner liner, if used, shall be 0.25 mm, +5%, and shall not affect structural dimension requirements of cured liner.

C. Felt Content:

1. Content shall ensure cured thickness of liner as specified.
2. Thickness of cured liner to be as specified (+10% - 4%) and shall not include thickness of polyurethane inner liner.

D. Resin Content:

1. 10 to 15% by volume greater than volume of felt in liner bag.

E. Cured liner shall conform to minimal structure standards listed one test per pallet or truck load:

	Pipe	Standard	Value
Tensile Stress	Pressure Pipes Only	ASTM D 638	3,000 psi
Modulus of Elasticity	All	ASTM D 790	400,000 psi
Flexural Stress	All	ASTM D 790	4,500 psi

2.03 FABRICATION

- A. Fabricate liner to size that when installed, will fit internal circumference of pipe, including allowances for circumferential stretching during insertion and maximum pipe out of roundness specified for complete installation.

1. Conform to ASTM F1216.

2.04 CLEANING EQUIPMENT

A. Selection:

1. Equipment selected for cleaning shall be capable of removing sludge, grease, debris and other deleterious materials and obstructions from sewers without damage to existing lines.
2. Selection of equipment shall be based on conditions of lines at time work commences and at sole discretion of CONTRACTOR to achieve removal of materials specified.

PART 3 INSTALLATION

3.01 EXAMINATION

- A. CONTRACTOR shall Pre-Televising and Log all lines and laterals prior to lining and provide OWNER an electronic copy of video and written Log. Pre-Televising Log shall be made available to the ENGINEER during Post-Televising work as described in this Specification 3.06 C.
- B. CONTRACTOR shall notify the ENGINEER immediately of any excessive sedimentation of any kind that could result in extra work. If the CONTRACTOR proceeds with cleaning internally believed to be extra work prior to approval from the ENGINEER, the CONTRACTOR proceeds at its own risk.

- C. CONTRACTOR shall notify the ENGINEER immediately of any main line or lateral blockages that would prevent planned lining or lateral reinstatement and grouting.
- D. Refer to SUDAS 4060 for video inspection requirements.

3.02 PREPARATION

- A. Prior to liner installation, clean grease, sludge, and other debris from line to provide proper installation of product.
- B. Remove or repair those offset joints, protruding services, or other defects that would prevent insertion of liner.
 - 1. CONTRACTOR shall make own determination of removal or repair required by review of video inspection DVDs and reports.
- C. If CONTRACTOR determines that existing pipe is 15% or more out of roundness, notify ENGINEER of condition of pipe prior to redesign of liner.
- D. Sewage Bypassing:
 - 1. Provide for flow of sewage around sections of pipe to be lined.
 - a. Pump or bypass lines shall be of adequate size and capacity to handle flow.
 - b. Coordinate bypassing operations with OWNER.

3.03 SEWER CLEANING

- A. Use high-pressure jet cleaning (Type A) unless high-pressure (~10,000 psi) cleaning (Type D) is authorized by City; high-pressure (~10,000 psi) cleaning (Type D) to be considered Extra Work for which incremental additional compensation will be provided. Adjustment prices for cleaning will be basis for negotiation of additional compensation. Notify the ENGINEER immediately if line is discovered to be excessively blocked or damaged.
- B. Material Removed:
 - 1. Remove sludge, grease, debris and other solid or semi-solid material resulting from cleaning operations at downstream manhole. Do not pass material from upstream sewer segment to next downstream sewer segment.
 - 2. If hydraulic cleaning equipment is used, construct weir or dam in downstream manhole to trap solids for removal.
 - 3. **Remove material resulting from cleaning operations from site on daily basis.**
 - a. **CONTRACTOR may dispose of debris from pipe cleaning activities at the Waterloo WWTP Monday through Friday between the hours of 8 a.m. to 2 p.m. CONTRACTOR will register with the operator of the WWTP prior to disposal.**
- C. High-Pressure Jet Cleaning - TYPE A
 - 1. Use high-pressure jet cleaning machine; use spinning head nozzle appropriate for size of sewer and debris present; traverse sewer against flow and from downstream manhole sufficient number of passes to ensure proper cleaning; minimum of two (2) passes per section.
 - 2. Trap debris at downstream manhole to prevent carrying of debris into lower reaches of sewer section being cleaned.

3. Conduct all operations so as to prevent water being blown out of fixtures in adjacent buildings.
4. Maintain continuous minimum pressure of 1,000 psi on operating hoses.
5. Use of high-pressure jet cleaning for certain reaches of sewer based on observations made of previous studies; if heavy root growth is evident, notify City immediately; City will evaluate need for alternative methods of cleaning, if justified.

D. Root Removal – TYPE C

1. Use rotating cutter head on jet machine or similar equipment to cut and remove roots from sewer pipe. Use cutter head with a diameter equal to the pipe diameter unless the Engineer gives written permission to do otherwise.
2. Chemical treatment for roots not required: chemical treatment will be considered Extra Work for which compensation will be negotiated.
3. Type C cleaning will take place only after televising reveals significant presence of roots and Contractor is directed by Engineer to stop televising and to undertake Type C cleaning.

E. High-Pressure (~10,000 psi) Cleaning or Lumberjack Cleaning - TYPE D

1. Necessary to remove heavy grease from pipes not successfully removed by other means.
2. Necessary to remove hardened calcium deposits in pipes not successfully removed by other means.
3. Necessary to remove tuberculation in cast iron or ductile iron type pipes.

F. Protection During Cleaning Operations:

1. Protect sewer and manholes from damage during cleaning operations.

3.04 INSTALLATION

A. General:

1. Conform to ASTM F 1216 and as specified.

B. Preparation of Liner:

1. Designate location where uncured resin in original containers and unimpregnated liner will be vacuum-impregnated prior to installation.
2. Use resin and catalyst system compatible with installation of this method. Quantities of liquid thermosetting materials shall be to manufacturer's standards to provide lining thickness required.
3. Transport resin impregnated liner to site, prior to inversion, in suitable light-proof container with temperature maintained below 40°F (4°C).

C. Insertion of Liner:

1. Insert liner through an existing manhole or other access by means of an inversion process and application of hydrostatic head sufficient to fully extend liner to next designated manhole or termination point or by means of winching liner through last pipe to next designated manhole or termination point. Lubricant may be used.

D. Curing Liner:

1. Using Circulated Heated Water

- a. After inversion is completed, suitable heat source and water re-circulation equipment are required to circulate heated water throughout the pipe.
 - 1) The equipment should be capable of delivering hot water throughout the section to uniformly raise the water temperature above the temperature required to affect a cure of the resin.
 - 2) The heat source should be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge should be placed between the impregnated tube and the pipe invert at both ends to determine the temperatures during cure.
- b. Water temperature in the line during the cure period should be as recommended by the resin manufacturer.
- c. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exothermic or cure in the resin.
- d. Initial cure is reached, the temperature should be raised to the post-cure temperature recommended by the resin manufacturer.
 - 1) The post-cure temperature should be held for a period as recommended by the resin manufacturer, during which time the re-circulation of the water and cycling of the boiler to maintain temperature continues.
 - 2) The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).
- e. Required Pressures
 - 1) Before the curing begins, the pressure required to hold the flexible tube tight against the existing conduit shall be provided by the tube manufacturer.
 - 2) Once the cure has started and dimpling for laterals is completed, the required pressure shall be maintained until the cure has been completed. If required by the owner, a continuous log of pressure during cure shall be maintained.

2. Using Steam

- a. After inversion is completed, suitable steam-generating equipment is required to distribute steam throughout the pipe.
 - 1) The equipment should be capable of delivering steam throughout the section to uniformly raise the temperature within the pipe above the temperature required to affect a cure of the resin.
 - 2) The temperature in the line during the cure period should be as recommended by the resin manufacturer.
- b. The steam-generating equipment should be fitted with a suitable monitor to gauge the temperature of the outgoing steam.
 - 1) The temperature of the resin being cured should be monitored by placing a gauge between the impregnated tube and the existing pipe at the termination end to determine the temperature during cure.
- c. Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature

sensor indicates that the temperature is of a magnitude to realize an exotherm or cure in the resin.

- 1) After initial cure is reached, the temperature should be raised to post-cure temperatures recommended by the resin manufacturer.
- 2) The post-cure temperature should be held for a period as recommended by the resin manufacturer, during which time the distribution and control of steam to maintain the temperature continues.
- 3) The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).

3. Cool-Down

a. Using Cool Water After Heated Water Cure

- 1) The new pipe should be cooled to a temperature below 100°F(38°C) before relieving the static head or air pressure in the inversion standpipe.
- 2) Cool-down may be accomplished by the introduction of cool water into the inversion standpipe water being drained from a small hole made in the downstream end.
- 3) Care should be taken in the release of head so that a vacuum will not be developed that could damage the newly installed pipe.

b. Using Cool Water After Steam Cure

- 1) The new pipe should be cooled to a temperature below 113°F(45°C) before relieving the internal pressure within the section.
- 2) Cool-down may be accomplished by the introduction of cool water into the section to replace the mixture of air and steam being drained from a small hole made in the downstream end.
- 3) Care should be taken in the release of the air pressure so that a vacuum will not be developed that could damage the newly installed pipe

E. Finished Liner:

1. Liner shall be continuous over entire length of inversion run and be as free as commercially practicable from visual defects such as foreign inclusions, dry spots, pinholes, and delamination.
2. During curing process, gauge watertightness under positive head.
 - a. Rate of Exfiltration: Not greater than 200 gal per day per in. dia per mile.
3. Liner shall conform to shape of pipe existing before installation and not be out of round by more than 15%.

3.05 CONNECTIONS

A. Service Lateral Connections:

1. Locations:

- a. Contractor to determine active/inactive laterals by reviewing the pre-cleaning televising records to determine which laterals will not need to be reinstated and by direct measurement. CONTRACTOR shall notify the ENGINEER to verify INACTIVE OR BLOCKED LATERALS. **SUDAS DYE TESTING REQUIREMENT DOES NOT APPLY**

- 1) Use steel tape for measuring distances.
- 2) Reference connection location measurements from inside face of manhole wall.

2. Reinstatements:

- a. Reinstall and reconnect service laterals unless lateral connection is determined by CONTRACTOR to be either inactive or abandoned. Document inactive or abandoned laterals and notify the ENGINEER to verify their state.
- b. Reconnect service laterals from within pipe using cutting device that re-establishes service for minimum of 95% of flow capacity.
 - 1) Liner shall be sufficiently tight so there is no annular space between connection and liner.

B. Manhole Connections:

1. Provide watertight seal between sewer pipe and liner pipe.
2. Reconstruct channels in manhole to match new invert elevations OR leave CIP in manhole channel and cut to match bench

3.06 FIELD QUALITY CONTROL

A. Liner Thickness:

1. Cured liner thickness shall not be more than 5% less than thickness specified.

B. Felt and Resin Content of Liner:

1. Visually inspect liner to ensure number of layers of felt conforms to specified number of layers and thickness.
2. Calculate resin to felt ratio by weight.
3. Ratio shall fall in range 1.10:1 to 1.15:1.

C. Examination:

1. Notify the ENGINEER 24 hours prior to Post-Televising work. The ENGINEER assumes this will be a daily task during the majority of the project and staff will be available to observe the work as to not delay the CONTRACTOR'S work.
2. Provide the ENGINEER with the Pre-Televising Log prior to the Post-Televising.
3. Televising interior of pipe after completion of Work in the presence of the ENGINEER and provide an electronic copy of the video and written report to OWNER.
4. Refer to SUDAS 4060 for video inspection requirements.

* * * END OF SECTION * * *

GENERAL SPECIFICATIONS FOR CONSTRUCTION

CITY OF WATERLOO, IOWA Department of Engineering

SECTION A - Definitions of Terms SECTION B - Scope of work SECTION C - Control of Materials and Work SECTION D - Procedure and Progress SECTION E - Measurements and Payments SECTION F - Legal Relations and Responsibility

SECTION A - DEFINITIONS OF TERMS

1. **CITY**. The City of Waterloo, Iowa, which is the Party of the First Part of the accompanying contract, acting through its authorized representative.
2. **COUNCIL**. The duly elected Council of the City of Waterloo, Iowa.
3. **ENGINEER**. The City Engineer of Waterloo, Iowa, or his authorized representative.
4. **INSPECTOR**. The authorized representative of the Engineer assigned to the detailed inspection of the work or materials therefor and to such other duties as may be delegated to him in these specifications.
5. **CONTRACTOR**. The Party of the Second Part in the accompanying contract for the improvement covered by these specifications, or his authorized representative.
6. **SUBCONTRACTOR**. Any person, firm, or corporation who has, with the approval of the Council, contracted with the Contractor to execute and perform in his stead all or any part of the contract.
7. **BIDDER**. Any individual, firm, or corporation submitting a proposal for all or a part of the work provided for in these specifications.
8. **PROPOSAL GUARANTEE**. The security designed in the Notice of Bidders or Proposal to be furnished by the bidder as a guarantee of good faith to enter into a contract and furnish an acceptable bond for the work contemplated if it be awarded him.
9. **SURETY**. The corporate body bound with and for the Contractor for the acceptable performance of the contract.
10. **PROPOSAL**. The written Proposal, submitted by the bidder in the prescribed manner and on the standard form, for the improvements covered by these specifications.
11. **SPECIFICATIONS**. The documents that set forth the manner in which the proposed work is to be accomplished which have been prepared by the Engineer and approved by the City Council, official copies of which are now on file with the City Clerk.
12. **SPECIAL PROVISIONS**. Clauses or memoranda not contained herein, applying to the contract of which these specifications are a part, which change or supplement these specifications.
13. **CONTRACT**. The agreement entered into between the City and the Contractor, setting forth the terms under which the work covered by the plans and specifications is to be performed. The contract includes all conditions, definitions, and instructions set forth in the official publications relating to

the work, the official contract and specifications, the Proposal, official plans, and all supplemental agreements entered into by the parties to the contract.

14. **NOTICE TO BIDDERS.** The notice called attention of bidders to the time and place for receiving bids, containing a brief description of the work, and briefly setting forth the requirements and conditions for submission of Proposals.

15. **INSTRUCTIONS TO BIDDERS.** The clauses setting forth in detail the information relative to the proposed work and requirements for the submission of Proposals.

16. **PLANS.** The plans for the improvement covered by the specifications and approved by the Council, official copies of which are on file with the City Clerk.

17. **CONTRACT BOND.** The bond executed by the Contractor and his surety in favor of the City of Waterloo, Iowa, guaranteeing the complete execution of the contract in accordance with the plans and specifications, the payment of all debts pertaining to the work, and maintenance of the work as provided by law or by the specifications.

18. **CONTRACT PERIOD.** The period from the specified date for beginning the work to the specified date of completion, both dates inclusive. The contract period may be extended by the Council, as provided in these specifications, in which event the contract period includes the new date of completion.

19. **OFFICIAL PUBLICATIONS.** The official publications are the formal resolutions and notices relative to the proposed improvement that are required by law to be published in a prescribed manner and that have actually been published in accordance with the statutes relating thereto. Attention is directed to the fact that these official publications are by statute vested with all of the force and effect of contract obligations.

20. **A.S.T.M.** Abbreviation for American Society for Testing Materials.

21. **WORK.** The term "Work" of the Contractor and Subcontractor includes labor or materials or both, equipment, transportation, or other facilities necessary to complete the contract.

22. **TIME.** All time limits stated in the contract documents are of the essence in the contract.

SECTION B - SCOPE OF WORK

1. **CORRELATION AND INTENT OF DOCUMENTS.** The Contract documents are complementary, and what is called for by anyone shall be as binding as if called for by all. The intention of the documents is to include all labor, materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which, so applied, have a well-known technical or trade meaning shall be held to refer to such recognized standard.

2. **DRAWINGS AND SPECIFICATIONS.** Unless otherwise provided in the contract documents, the engineer shall furnish to the Contractor, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

The Contractor shall keep one (1) copy of all drawings and specifications on the work available to the Engineer and to his representatives.

3. **CONTRACTOR'S UNDERSTANDING.** It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature, character and location of the work, the conformance to the ground, the character, quality, and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which can, in any way, affect the work under this

contract. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained.

4. **REPORTING ERRORS AND DISCREPANCIES.** If the Contractor, in the course of the work, finds any discrepancies between the plans and the physical conditions of the locality, or any errors of omission in plans or in the layout as given by said stakes and instructions, it shall be his duty to inform the Engineer immediately, in writing, and the Engineer shall promptly correct the same.

5. **ALTERATION OR CORRECTION OF PLANS.** The plans are made up from surveys that are presumably correct and represent the foreseen construction requirements. Any modification of the plans which may be required by the exigencies of the construction, or any corrections made necessary because of errors in the original surveys, will be made by the Engineer. Should corrections or modifications of the plans or specifications require a different quality or class of work than that upon which the unit prices in the Proposal are based, or if the modifications or corrections are required in parts of the work partially completed and such modifications result in an increased cost to the Contractor, the amount to be paid for work resulting from such changes shall be agreed upon in writing at the time the changes are ordered and before the work is begun by the Contractor. No allowance will be made for anticipated profits on work not performed.

6. **CHANGES IN THE WORK.** The City, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the contract sum being adjusted by agreement or arbitration before such changed work is undertaken. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

7. **INCREASED OR DECREASED QUANTITIES.** The right is reserved without impairing the contract, to order the performance of such work of a class not contemplated in the Proposal or to increase or decrease the quantities as may be considered necessary to complete fully and satisfactorily the work included in the contract. However, when the work is completed without change in the plans, and the measured quantity of any item of work varies by more than twenty percent (20%) from the estimated quantity specified in the contract, an adjustment in price may be made for such item of work by agreement between the Engineer and the Contractor, subject to the approval of the City Council. Party to the contract may request such an adjustment.

8. **LANDS AND RIGHT OF WAY.** The City shall provide the lands upon which the work under this contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of his material, together with the right of access to same.

9. **CITY WATER.** The Contractor shall be allowed to use City Water but before any water is used, he shall make application to the Waterloo Water Works for a temporary water connection from a fire hydrant or by some other connection method. Water usage will be charged at the rate for temporary water service. The rules, regulations, and water rates are available at the Waterloo Water Works offices at 325 Sycamore Street or their telephone number is 319-232-6280.

10. **RIGHTS OF VARIOUS INTERESTS.** Whenever work being done by the City's forces or by other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Engineer to secure the completion of the various portions of the work in general harmony.

11. **CLOSING STREETS TO TRAFFIC.** The Engineer shall be the judge of how many streets or parts of streets it is necessary for the Contractor to close at any time and may refuse to permit the closing of additional streets until such of the work is finished and opened to traffic as he may direct.

12. **OBSTRUCTION OF STREETS.** The work is to be carried on in such manner as to obstruct the streets, highways, and alleys as little as possible. The Contractor shall carry on the different parts of the work so as to complete the whole, as nearly as practicable, at the same time. In doing the

work, the Contractor shall follow the directions of the Engineer as to the place or places where work shall be started or be carried on and the direction in which it shall be done.

13. **SHANTIES AND BUILDINGS.** Shanties or other buildings shall not be erected in or upon any street, highway, or alley without permission of the Engineer. If such permission be granted, it may be upon any reasonable terms prescribed by the person or body granting such permission.

14. **SANITARY CONVENIENCES.** The Contractor shall furnish the necessary sanitary conveniences, properly secluded, for the laborers on the work, and these shall be maintained in a manner that will be inoffensive to the public.

15. **CLEANING UP.** The Contractor shall, as directed by the Engineer, remove from the City's property and from all public and private property, at his own expense, all temporary structures, rubbish, and waste materials resulting from his operations before work can be considered completed. The Contractor shall also renew or replace all fences, sidewalks, or other property damaged or disturbed by his work.

16. **OMISSION OF PARTS OF GENERAL SPECIFICATIONS.** Parts of the General Specifications deemed not to apply to some particular work may be omitted by special reference in other parts of the contract documents.

SECTION C - CONTROL OF MATERIALS AND WORK

1. **SUPERVISION AND INSPECTION.** The Engineer shall have supervision of the construction provided for in this Contract and shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rate of progress on the work, and all questions regarding the acceptable fulfillment of the terms of the Contract. Materials and construction work shall, always, be subject to the inspection of the Engineer or his representatives. The Contractor shall be held strictly to the true intent of these specifications as regards the quality of materials, workmanship, and the diligent prosecution of the work.

The Engineer and his representatives shall, always, have access to the work wherever it is in preparation of progress, and the Contractor shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, law ordinances, or any public authority require any work and/or materials to be especially tested or approved, the Contractor shall give the Engineer timely notice of readiness for inspection. If the inspection is to be made by authority other than the Engineer, the Contractor shall notify the engineer of the date fixed for inspection. Inspections by the Engineer will be promptly made and, where practicable, at the source of supply. If any work should be covered up without the approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination at the Contractor's expense.

Re-examination of questioned work may be ordered by the Engineer, and, if so ordered, the work must be uncovered by the Contractor. If such work be found in accordance with the Contract, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract, the Contractor shall pay such cost unless he shall show that the defect in the work was caused by another Contractor, and, in that event, the City shall pay the cost.

2. **AUTHORITIES AND DUTIES OF INSPECTORS.** Inspectors may be stationed on the work to report to the Engineer as to the progress of the work and the manner in which it is being performed; also, to report whenever it appears that materials furnished and work performed by the Contractor fail to fulfill the requirements of the specifications and Contract, and to direct the attention of the Contractor to such failure or infringement; but such inspection shall not relieve the Contractor from any obligations to furnish acceptable materials or to provide completed construction that is satisfactory in every particular.

In case of any dispute arising between the Inspector and the Contractor as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided by the Engineer. Inspectors are not authorized to revoke, alter, enlarge, relax, or release any requirements of these specifications. The Inspector shall, in no case, act as foreman or perform other duties for the Contractor or interfere with the management of the work by the latter.

3. **STATUS OF THE ENGINEER.** The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject any work and/or materials which do not conform to the specifications, to direct the application of forces to any portion of the work as, in his judgment, is required, and to order the force increased or diminished, and to decide questions which arise in the execution of the work.

4. **ENGINEER'S DECISIONS.** The Engineer shall, within a reasonable time, make decisions on all claims of the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

All such decisions of the Engineer shall be final except as to the element of time and financial consideration involved, which, if no agreement in regard thereto is reached, shall be subject to arbitration.

5. **STAKES AND INSTRUCTIONS.** The Contractor shall provide reasonable and necessary opportunities and facilities for setting stakes and making measurements. The Contractor shall not furnish stakes or men to set them. He shall not proceed until he has received from the Engineer such stakes and instructions as may be necessary to the progress of the work.

The Contractor shall carefully preserve benchmarks, reference points, and stakes, and in case of willful or careless destruction, he shall be charged with the resulting extra expense and shall be responsible for any mistakes that may be caused, by their loss or disturbance.

6. **SUPERINTENDENT.** The Contractor shall keep on his work during its progress a competent superintendent and any necessary assistants, all satisfactory to the Engineer. The Superintendent shall not be changed except with the consent of the Engineer unless the Superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The Superintendent shall represent the Contractor in his absence, and all directions given to him shall be as binding as if given to the Contractor. Important decisions shall be confirmed in writing to the Contractor. Other directions shall be so confirmed on written request in each case.

The Contractor shall give efficient supervision to the work using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instructions, and shall report at once to the Engineer any error, inconsistency, or omission which he may discover.

7. **REMOVAL OF UNAUTHORIZED WORK.** Work done without lines and grade being given, work done beyond lines shown on the plans or as given, except as herein provided, or any extra or additional work done without authority, will be considered as unauthorized and at the expense of the Contractor and will not be paid for under the provisions of the Contract. Work so done may be ordered removed and replaced at the Contractor's expense.

8. **REMOVAL OF DEFECTIVE MATERIALS OR WORK.** The Contractor shall promptly remove from the premises all materials condemned by the engineer as failing to conform to the Contract; whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the City may remove them and may store the material at the expense of the

Contractor. If the Contractor does not pay the expense of such removal within a reasonable time thereafter, the City may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expense that should have been borne by the Contractor; or, if the net proceeds of such sale are insufficient to pay the expenses of removal, the City may deduct the balance from any amounts due the Contractor.

9. **MATERIALS, EQUIPMENT, APPLIANCES AND FACILITIES.** Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary for the execution and completion of the work. Materials shall be of the quality specified for each part of the work.

Whenever, in construction of the work or in the manufacture of any article of appliance necessary for the construction or operation of the work, it is necessary to use any material that is not fully specified in these specifications, it shall be of good quality and shall meet with the approval of the Engineer.

Any appliance that is necessary for the construction or operation of the work and is commonly recognized as a part of the work, shall be furnished by the Contractor as part of the work, whether it is specifically called for in the plans and specifications, and such appliance shall be of good quality and standard make and shall meet with the approval of the Engineer.

10. **MATERIAL SAMPLES.** Before the contract is awarded, the bidder may be required to furnish a statement of the origin, composition, and manufacture of all materials proposed for use in the performance of the Contract, together with samples of the material. These samples will be considered as representative and typical of the material to be obtained from any source.

11. **CHARACTER OF WORKMEN AND EQUIPMENT.** The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey the directions of the Engineer or Inspector, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Engineer so orders, and shall not be re-employed unless express permission be given by the Engineer. The Contractor shall, always, enforce discipline and good order among his/her employees.

The methods, equipment, and appliances used on the work, and the labor employed, shall be such as will produce a satisfactory quality of work and shall be adequate to complete the contract within the specified time limit.

12. **HIRING CITY EMPLOYEES.** The Contractor shall not employ and hire any of the City's employees without the permission of the Engineer.

13. **LABOR.** Local labor shall be given preferences so far as practicable.

14. **THE CITY'S RIGHT TO DO WORK.** If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City of Waterloo, after three (3) days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Engineer shall approve both such action and the amount charged to the Contractor.

SECTION D - PROCEDURE AND PROGRESS

1. **ORDER OF COMPLETION - USE OF COMPLETED PORTIONS.** The Contractor shall complete any portion or portions of the work in such order or time as the Engineer may require. The City shall have the right to take possession of an use completed or partially completed portion of the work at any time, but such taking possession and use shall not be deemed an acceptance of work so taken or

used, or any part thereof. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation or extension of time, or both, as the Engineer may determine.

2. **WEATHER.** During stormy or inclement weather, all work shall be suspended, except such as can be done in an acceptable manner. Permission to work during freezing, stormy, or inclement weather shall in no way be construed as a release of the Contractor's responsibility regarding the quality of the finished work at such time.

3. **SUNDAYS AND LEGAL HOLIDAYS.** Except for such work as may be required in the plans or to properly maintain or protect completed or partially completed construction or to maintain lights and barricades, no work will be permitted on Sundays or legal holidays without specific permission of the Engineer.

4. **DELAYS AND EXTENSION OF TIME.** If the Contractor is to be delayed in the completion of the work by an act of neglect of the City, or its employees; or by any other Contractor employed by the City; or by changes ordered in the work; or by strikes, lockouts, fire, unusual delays in transportation, unavoidable casualties, or any cause beyond the Contractor's control; or by delay authorized by the Engineer pending arbitration; or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for such reasonable time as the Engineer may decide will compensate for such delay.

No such extension shall be made for delay occurring more than thirty (30) days before claim therefor is made in writing to the Engineer. In the case of a continuing cause of delay, only one claim is necessary.

This article does not exclude the recovery of damages for delay by either party under provisions in the contract documents.

5. **TEMPORARY SUSPENSION OF WORK.** The Engineer shall have authority to suspend the work, wholly or in part, for such period or periods of time as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as is necessary due to the failure to the Contractor to carry out orders given or to perform any or all provisions of the Contract.

6. **NOTICES - HOW SERVED.** Any notice to be given by the City to the Contractor under this contract shall be deemed to be served if the same be delivered to the man in charge of any office used by the Contractor or his foreman or agent at or near the work, or deposited in the post office, postpaid, addressed to the Contractor at his last known place of business.

7. **PROGRESS OF WORK.** The progress of the work shall be such that, at the expiration of one-fourth (1/4) of the contract period, one-eighth (1/8) of the work shall be completed; at the expiration of one-half (1/2) of the contract period, three-eighths (3/8) of the work shall be completed; at the expiration of three-fourths (3/4) of the contract period, the work shall be three-fourths (3/4) completed, and the whole work shall be completed at the expiration of the contract period.

If, at any time the above schedule is not being maintained, the Council may give written notice to the Contractor and his sureties that the specifications are not being complied with. Such notice shall state what action on the part of the Contractor is required to bring the work within the requirements of the specifications. If the Contractor fails, within ten (10) days, to proceed as directed in the said notice, then the Council shall have authority to annul this contract without process or action at law and take over the prosecution and completion of the work, as provided under the article covering City's right to terminate contract.

8. **CITY'S RIGHT TO TERMINATE CONTRACT.** If the Contractor should be adjudged a bankrupt; or if he should make a general assignment for the benefit of this creditor; or if a Receiver should be appointed on account of his insolvency; or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough skilled workmen or proper

materials; or if he should fail to make prompt payment to Subcontractors or for materials or labor; or if he should persistently disregard laws, ordinances, or the instructions of the Engineer; or if he should otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other rights or remedy, and after giving the Contractor seven (7) days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensation for additional managerial and administration services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default shall be certified by the Engineer.

9. **REMOVAL OF EQUIPMENT.** In the case of annulment of this contract before completion, from any cause whatsoever, the Contractor, if notified to do so by the City; shall promptly remove any part or all of his equipment and supplies from the property of the City, failing which, the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

SECTION E - MEASUREMENTS AND PAYMENT

1. **STANDARD OF MEASUREMENT.** All work completed under the contract shall be measured by the Engineer according to the United States standard measures.

2. **SCOPE OF PAYMENTS.** The Engineer's measurements of quantities shall be the basis for final payment for the work performed under this Contract unless specified otherwise in the plans. After the work is completed, the Engineer will make measurements and computations of the number of units of each of the various items of work completed, and the Contractor will be paid for the actual amount of work performed at the rates specified in his Proposal. Before final settlement is made, the Council may require the Contractor to submit a list of all persons furnishing labor or materials, with evidence that such persons have been paid in full. Payment shall be made in the manner set forth in official publications and Council Proceedings relative thereto.

3. **PAYMENT FOR EXTRA WORK.** Such extra work as may have been ordered by the Engineer and performed by the Contractor shall be compensated for as provided herein. If work is to be done or materials are to be furnished by the Contractor which cannot properly be classified under unit prices included in the Proposal, the Contractor shall be paid therefor the actual reasonable cost of the labor and materials entering permanently in such work, plus fifteen percent (15%) of the cost thereof. In computing the labor cost on such extra work, the following items shall be included:

- (a) Actual payroll expenditures for labor at the current rate therefor, and cost of materials.
- (b) Pay of foreman and timekeepers for actual time required on the extra work.
- (c) Liability insurance, prorated, for the extra work.

Labor cost items on extra work shall be furnished in duplicate by the Contractor to the Inspector daily. The Inspector shall check the items, and if he finds them to be correct, he shall so certify on the statement of cost, returning one copy to the Contractor and filing one copy with the Engineer.

The Engineer shall determine the cost of materials entering into extra work from the materials and receipted freight bills for the same.

For any special machine, power tools, or equipment, including fuel and lubricants, but not including small hand tools, which may be deemed necessary or desirable to use, the Contractor shall be

allowed a reasonable rental thereon, to be agreed upon in writing by the Engineer before such work is begun, and to which sum no percentage is to be added.

The item of cost shall not include repairs or replacement of equipment or overhead expenses of any character. The fifteen percent (15%) allowed is considered to cover the use of hand tools and all overhead expenses except liability insurance.

In no case will a claim for extra compensation be allowed unless the work upon which the claim is based has been ordered in writing, except as provided hereinafter.

4. **CLAIMS FOR EXTRA COST.** If the Contractor claims that any instructions, by drawings or otherwise, involved extra cost under this contract, he shall give the Engineer written notice thereof within ten (10) days after completion of the work.

No such claim shall be valid unless so made.

5. **CLAIMS FOR EXTRA COMPENSATION.** If the Contractor deems that extra compensation is due him for work and/or materials that he considered is not clearly covered in the items for which he submitted unit prices in his bid and that were not ordered in writing by the Engineer as an extra s heretofore provided, the Contractor shall notify the Engineer, in writing, of his intention to make claim for extra compensation for work and/or material before starting construction. If such written notification is not given or the Engineer is not afforded proper facilities by the Contractor for keeping strict account of actual cost as defined herein, then the Contractor hereby agrees to waive the claim for extra compensation. Such notice to the engineer and the fact that the Engineer has kept account of cost as aforesaid, shall not in any way be construed as proving the validity of the claim, which must be passed upon by the Council. If the Council finds the claim to be just, it shall be allowed and paid for as extra work as provided herein.

6. **COMPLETION REPORT AND OBJECTIONS THERETO.** Within ten (10) days after the full completion of the work to be done under this contract, the Engineer shall make a written statement of all the work done by the Contractor hereunder, stating the quantity of each item as found by him and including a statement of all credits for extra work and all credits or debits for changes, alterations, omissions, and defects, and shall forthwith deliver a copy of such statement to the Contractor. The Contractor shall compare such statement with his own records and shall then, in writing, either approve such statement or point out any claimed errors or omissions. If any of such claims are found correct, the Engineer shall, within ten (10) days, prepare a new statement, a copy of which shall in like manner be delivered unto the Contractor. The Engineer will not file a formal completion report with the City until the Contractor has approved the same.

If the figures of the Engineer and the Contractor cannot be reconciled, or there is a difference of opinion regarding some item or items, then such difference of opinion shall be submitted to arbitration as hereinafter provided, and the decision of the arbitrator or arbitrators shall be final, and the Engineer shall, within a period of five (5) days, file his completion report.

Before action by the City Council upon such completion report, the Contractor shall also file a written statement of any claims he may have against the City, other than those shown by such completion report, growing out of this contract or the work done hereunder. The City shall retain ten percent (10%) of the amount due the Contractor on the completion report for a period of thirty (30) days. If no claims are filed against the Contractor within thirty (30) days, the final ten percent (10%) shall then be paid to the Contractor.

7. **WAIVER.** By the execution of this contract, the Contractor agrees that any objections he may have to the statement of the amount of work done hereunder included by the Engineer in this completion report, and any claims of the Contractor against the City growing out of this contract and the work done hereunder which are not stated in writing in the manner and within the time provided in Article 6, Section E hereof, shall be waived, and no such claim shall thereafter be asserted against the City.

SECTION F - LEGAL RELATIONS AND RESPONSIBILITIES

1. **LAWS RELATING TO WORK.** The Contractor is presumed to be familiar with all laws, ordinances, and regulations which may, in any manner, affect those engaged or employed upon the work or the materials or equipment used in or upon the work, and shall conduct the work so as not to conflict with such laws, ordinances, and regulations.

2. **PROTECTION OF WORK AND PROPERTY.** The Contractor for any part of the improvement shall be held responsible for the care of materials and of partially completed and completed work until final acceptance of the same by the Council. He will be required to make good at his own expense any damage which the work may sustain from any cause prior to the filing of the engineer's certificate of completion. He shall take all risk from floods and casualties of every description and make no charge for delay due to such cause. He may, however, be allowed a reasonable extension of time on account of such delays. He shall correct or make good at his own expense all damages to adjacent property due to the acts or negligence of his employees of the prosecution of his work, and save the City harmless therefor.

The Contractor shall be held liable and responsible for all damages done to water, sewer, drain, or other underground pipes and structures, and to sidewalks and private property.

3. **RESPONSIBILITY FOR ACCIDENTS.** The Contractor shall assume full responsibility for all damages sustained by persons or property due to the carrying on of his work until final acceptance thereof, or until released by the Engineer in writing.

4. **LIABILITY INSURANCE.** The Contractor shall carry liability insurance which shall save the City harmless and protect the public and any person from injury sustained by the reason of the prosecution of the work or the handling or storing of materials therefor and said Contractor shall also carry liability insurance which shall meet the requirements of the Iowa Worker's Compensation Law.

Before work shall be started on this contract, the Contractor shall furnish the City Clerk with proper affidavit or affidavits executed by representatives of duly qualified insurance companies, evidencing that said insurance company or companies have issued liability insurance policies, effective during the life of the contract, or for a period of at least ten (10) days following the filing of written notice of cancellation, protecting the public and any person from injuries or damages sustained by reason of carrying on the work involved in the Contract. The affidavit shall specifically evidence the following forms of insurance protection:

- (a) Public liability insurance covering all operations performed by persons directly employed by the Contractor.
- (b) Public liability insurance covering all operations performed by any Subcontractor to whom a portion of the work may have been assigned.
- (c) Public liability insurance covering all work upon the project performed by any independent Contractor working under the direction of either the principal Contractor or a Subcontractor.
- (d) Motor vehicle bodily injury liability insurance and property damage liability insurance on all motor vehicles employed on the work, whether owned by the Contractor or by other persons, firms, or corporations.
- (e) The minimum protection shall be as follows:

Comprehensive General Liability Insurance

General Aggregate Limit \$ 5,000,000.00

Products—Completed Operations
Aggregate Limit \$ 5,000,000.00

Each Occurrence Limit \$ 5,000,000.00

Comprehensive Automobile Liability
Insurance \$ 1,000,000.00

The Contractor shall have the City of Waterloo, Iowa, named as an "Additional Named Insured". A certificate, or a policy if requested, shall be filed with the Owner.

All certificates and/or policies of insurance furnished by the Contractor to be filed with the City Clerk shall include the name and address of the agency issuing the same. It shall also be required that the City Clerk be notified by registered mail of the cancellation or expiration of the above insurance.

5. **BARRICADES AND SIGNS.** The Contractor shall, at his own expense and without further or other order, provide, erect, and maintain, at all times during the progress and suspension of the work and until completion and final acceptance thereof, suitable and requisite barricades, signs, or other adequate protection, as required by the latest edition of the "Iowa Manual on Uniform Traffic Control Devices for Streets and Highways" and shall provide, keep, and maintain such barricades, signs, etc., as may be required or as may be ordered by the City Engineer, to insure the safety of the public as well as those engaged on the work. All barricading plans shall be approved by the City Engineer.

6. **ROYALTIES AND PATENTS.** The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof, except that the City shall be responsible for all such loss when a particular process or the product of a particular manufacturer is specified.

7. **PERMITS AND REGULATIONS.** Permits and licenses of a temporary nature for the prosecution of the work shall be secured and paid for by the Contractor. Permits, license, and easements for permanent changes in existing facilities shall be secured and paid for by the City.

8. **CLAIMS FOR DAMAGES.** Any claim for damages arising under this Contract shall be made in writing to the party liable within a reasonable time of the first observance of such damage and no later than the time of final payment, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement or arbitration.

The Contractor shall be held for the payment of all just claims against him arising out of the prosecution of this contract, and his bond will not be released until such claims are paid for dismissed.

9. **ASSIGNMENT OF CONTRACT.** The Contractor shall not sell or assign the contract or sublet any portion of the work provided for therein without the written consent of the City Council.

10. **SUBCONTRACTORS.** The Contractor shall, as soon as practicable after the signature of the contract, notify the Engineer in writing of the names of the Subcontractors proposed for the work and shall not employ any that the Engineer may, within a reasonable time, object to as incompetent or unfit.

The Contractor agrees that he is as fully responsible to the City for the acts and omission of his Subcontractors and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the contract documents shall create any contractual relation between any Subcontractor and the City.

11. **ARBITRATION.** All questions subject to arbitration under this Contract shall be submitted to arbitration at the choice of either party to the dispute.

The Contractor shall not cause a delay of the work during any arbitration proceedings, except by agreement with the Engineer.

The demand for arbitration shall be filed in writing with the Engineer, in the case of an appeal from his decision, within ten (10) days of its receipt, and in any other case, within a reasonable time after cause thereof, and in no case later than the time of final payment, except as otherwise expressly stipulated in the contract. If the Engineer fails to decide within a reasonable time, an appeal to arbitration may be taken as if his decision had been rendered against the part appealing.

No one shall be nominated or act as an arbitrator who is in any way financially interested in the contract or in the business affairs of either the City or the Contractor.

The general procedure shall conform to the laws of the State of Iowa. Unless otherwise provided by such laws, the parties may agree upon one arbitrator; otherwise, there shall be three--one named in writing by each party to this contract to the other party, and the third chosen by these two arbitrators, or, if they fail to select a third within ten (10) days, then he shall be chosen by the Comptroller of the State of Iowa. Should either party refuse or neglect to supply the arbitrators with any papers or information demanded in writing, the arbitrators are empowered by both parties to proceed ex parte.

If there be one arbitrator, his decision shall be binding; if three, the decision of any two shall be binding. Such decision shall be a condition precedent to any right of legal action, and, wherever permitted by law, it may be filed in Court to carry it into effect.

The arbitrators, if they deem that the case demands it, are authorized to award to the party whose contention is sustained such sums as they shall deem proper for the time, expense, and trouble incident to the appeal, and, if the appeal was taken without reasonable cause, damages for delay, the arbitrators shall fix their own compensation unless otherwise provided by agreement, and shall assess the costs and charges of the arbitration upon either or both parties.

The award of the arbitrators must be in writing, and it shall not be open to objections on account of the form of proceeding or the award, unless otherwise provided by the laws of Iowa.

In the event of such laws providing on any matter covered by this article otherwise than as hereinbefore specified, the method of procedure throughout and the legal effect of the award shall be wholly in accordance with the laws of the State of Iowa, it being intended hereby to lay down a principle of action to be followed, leaving its local application to be adopted to the legal requirements of the place in which the work is to be done.

12. **PERFORMANCE AND PAYMENT BONDS.** The Contractor shall, at the time of execution and delivery of this contract and before the taking effect of same, furnish and deliver to the City written bonds of indemnity to the amount required by law in form and substance, and with surety thereon satisfactory and acceptable to the City, to ensure the faithful performance and payment by the Contractor of all the covenants and agreements on the part of the Contractor contained in this contract. These bonds shall remain in force and effect for the full amount of the Contract.

13. **PERSONAL LIABILITY OF PUBLIC OFFICIALS.** In carrying out any of the provisions of the Contract or in exercising any power or authority granted him thereby, there shall be no liability upon the Engineer or his authorized assistants, either personally or as an official of the City, it being understood that in such matters he acts as the agent and representative of the City.

14. **JURISDICTION**. Any action in Court against the Contractor or sureties on his bond because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to comply fully with these provisions, shall be brought in the District Court of the State of Iowa in and for Black Hawk County.

15. **TERMINATION OF RESPONSIBILITY**. The Contract shall be considered as completed and the Contractor released from further obligations except as to the requirements of his bond, after the work has been completed and finally accepted and final estimates have been allowed and the completion report of the engineer has been filed and approved by the Council.

16. **CITY'S LEGAL RIGHTS**. The City shall not be precluded by any measurements, estimate, or certificate made, either before or after the completion and acceptance of the work and payment therefor, from showing the true amount and character of the work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or the work or materials do not, in fact, conform to the Contract.

The City shall not be precluded, notwithstanding any such measurements, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and his surety such damages as it may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the City or any of its representatives, nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the City, shall operate as a waiver on any portion of the contract or of any power herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other or subsequent breach.

* * * END OF SECTION * * *

SUPPLEMENTAL GENERAL SPECIFICATIONS FOR CONSTRUCTION

1. SUBCONTRACTS

The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the contract for the improvements embraced in this contract.

2. REVIEW BY THE CITY OF WATERLOO

The City of Waterloo, its authorized representatives and agents, shall at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this contract, provided, however, that all instructions and approval with respect to the work will be given to the contractor only by the City of Waterloo through its authorized representative or agents.

3. INSPECTION

- a. The contractor shall furnish promptly all materials reasonably necessary for any tests, which may be required. All tests by the City of Waterloo will be performed in such manner as not to delay the work unnecessarily and will be made in accordance with the provisions of the Technical Specifications.
- b. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the contract, (3) damage or loss in transit, or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the project site.

4. WARRANTY OF TITLE

No material, supplies, or equipment to be installed or furnished under this contract shall be purchased subject to any chattel mortgage or under a conditional sale, lease-purchase, or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the City of Waterloo free from any claims, liens, or charges. Neither the contractor nor any person, firm, or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the contractor for their protection or any rights under any law permitting such persons to look to funds due the contractor in the hands of the City of Waterloo. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

FORM OF CONTRACT
CONTRACT FOR THE CONSTRUCTION OF
FY 2024 CIP PIPELINING PHASE IVB1
CITY OF WATERLOO, IOWA
CONTRACT NO. 1102

This contract made and entered into this _____ day of _____, 2024, by and between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to as City), and _____ (hereinafter referred to as Contractor), WITNESSETH:

- PAR. 1 Contractor agrees to build and construct the **FY 2024 CIP PIPELINING PHASE IVB1, CONTRACT NO. 1102** and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanship like manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.
- PAR. 2 It is understood and agreed that the resolution adopted by the City Council ordering the construction of the improvement, the Notice to Contractors as published, the Instruction to Bidders, the Form of Proposal, the Construction and Maintenance Bonds, the Council Proceedings relating to this matter, and the Plans and Specifications shall all be considered as forming a part of the contract the same as though they were each set out in said contract.
- PAR. 3 The Contractor agrees to furnish at its own cost and expense, all necessary materials and labor for said work and to construct said improvements in a thorough, substantial, and workmanlike manner, and in strict accordance with the requirements of this contract, and of the plans and specifications made a part hereof by reference, and to the satisfaction and approval of the City and its engineer.
- PAR. 4 The Contractor agrees to perform said work and install said improvements on the terms set out in bid or proposal to the City which has been accepted by the City and which is by reference made a part of this contract.
- PAR. 5 The Contractor agrees to commence said work within ten (10) working days after receipt of "Notice to Proceed" and complete it on or before _____, unless an extension of time is granted in writing by the Council of the City.
- PAR. 6 Should the Contractor fail to complete said improvements in strict accordance with the terms and conditions of this contract, or the plans and specifications therefor promptly by the date herein specified, the City may pay such additional sums as it may be required to pay by reason of the failure of said contractor and deduct any and all such sums from any amount then due the Contractor.
- PAR. 7 The Contractor agrees to comply with and obey all ordinances of the City of Waterloo, Iowa, relating to the obstruction of streets and alleys, keeping open passage ways for water, traffic, and protecting any excavations in any street or alley, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness, to see that the backfilling is properly done, and agrees to keep the City whole and defend any and all suits that may be brought against the City by reason of any injuries that may be sustained by any person or property allegedly caused by the Contractor, or his agents, while work is done pursuant to this agreement.
- PAR. 8 The Contractor agrees that in the event a law suit is brought against the City for damages allegedly sustained by reason of any act, omission or negligence of the Contractor or its agents, or on account of any injuries allegedly sustained by reason of any obstruction, hole, depression or barrier placed or dug by the defendant or its agents, in the doing of the work herein contracted for, that it will defend said suit and save the City harmless therein, and in

case judgment is rendered against the City, the Contractor agrees to pay the same promptly. The Contractor agrees to carry public liability insurance in a solvent company in a sufficient amount to protect the City and those who use the streets of the City.

- PAR. 9 The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to make any test or any material to be used in such work. No material shall be used in any work until the same has first been approved by the construction reviewer. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City Engineer.
- PAR. 10 Any material, which has been rejected by the construction reviewer, shall be at once removed from the line of work and shall not be again taken thereon or placed with the material proposed to be used without the written consent of the City Engineer.
- PAR. 11 The Contractor shall maintain no cause of action against the City on account of delays and prosecution of work, but if said work is delayed by the City, the Contractor shall have such extra time for completion of the job as was lost by reason of the delay caused by the City.
- PAR. 12 The Contractor agrees to pay punctually all just claims of labor, material, men, or subcontractors who shall perform labor or furnish materials entering into this improvement. It is agreed that the City need not pay the Contractor until all such claims are paid by the Contractor. It is agreed that the City shall not be liable for said labor, material, or men under this contract.
- PAR. 13 The Contractor agrees to furnish the City, simultaneously with this contract, a bond on a form to be provided by the City in the amount provided by law as stated in the Notice to Bidders, which shall be for the benefit of the City, and any and all persons injured by the breach of any of the terms of this contract. Said bond shall be filed with the City Clerk and shall be subject to the approval of the City Council and is by reference made a part of this contract.
- PAR. 14 The Contractor agrees that should it abandon work under this contract or cease the prosecution thereof for a period of thirty (30) consecutive days without reasonable cause, and should it fail to proceed with said work within ten (10) days after a notice to continue or carry it on has been mailed to it at the address given herein by the City, or after such notice has been served on it, then the City may proceed to complete said work, using any material, tools, or machinery found along said line of work, doing the work either by contract or as it may elect, and the Contractor and the sureties on its bond shall be liable to the City for the costs and expenses so paid out. Said costs shall be retained by the City from any compensation due, or to become due the Contractor, and may be recovered by the City in an action upon Contractor's bond.
- PAR. 15 In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations, and conditions hereof, or contained in the various instruments made a part of this contract by reference, and upon completion and acceptance of said work, the City agrees to pay to the Contractor, in the manner set out in the Notice to Contractors, the amount of money due the Contractor for work performed and accepted, at the unit prices set out in the Contractor's proposal, which has been accepted by the City.
- PAR. 16 The total amount of the contract, based on the Engineer's estimates of quantities and the Contractor's unit bid prices, and for which 100% surety bond is required is _____.

- PAR. 17 After the completion of said work, the Contractor agrees to remove all debris and clean up said streets, and to save the City harmless from any damage allegedly resulting from a failure to clean up and remove the debris or put the street back in a proper condition for travel.
- PAR. 18 This contract is not divisible, but in the event of a conflict between this contract and the various instruments incorporated by reference, this contract shall govern.
- PAR. 19 Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.
- PAR. 20 The Contractor shall maintain all work done hereunder in good order for the period of two (2) years from and after the date it is accepted by the Council of the City of Waterloo, Iowa. Said maintenance shall be made without expense to the City or the abutting property. In the event of the failure or default of the Contractor to remedy any or all defects appearing in said work within a period of two (2) years from the date of its acceptance by said Council, and after having been given ten (10) days' notice so to do by registered letter deposited in the United States Post Office in said town, addressed to said contractor at the address herein given, then the City may proceed to remedy such defects. The costs and expenses thereof to be recovered from the Contractor and the sureties on its maintenance bond by an action brought in any court of competent jurisdiction.
- PAR. 21 The Contractor shall give notice to said City by registered letter directed to the Mayor or City Clerk/Auditor thereof not more than four (4) and not less than three (3) months prior to the expiration of the term during which the Contractor is required to maintain said improvements, in good repair by the terms of its Contract. The liability of the Contractor and of the sureties on its bond for maintenance of the said improvements shall continue until three (3) months after such notice has been given to the City, and, in any event, until two (2) years after the acceptance of the work.

CITY OF WATERLOO, IOWA

Mayor

City Clerk

Contractor

BY: _____

Title: _____

Approved by the City Council of the City of Waterloo, Iowa, this _____ day of _____, 2024.

ATTEST: _____, City Clerk
Waterloo, Iowa

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ of _____
_____ (the "Principal"), and _____ of _____
_____ (the "Surety"), are held and firmly bound unto the City of Waterloo, Iowa
(the "Obligee"), in the penal sum of _____
Dollars (\$ _____), lawful money of the United States, for the payment of said sum in
connection with a contract (the "Contract") dated on or about _____ for the
purpose of _____. The Contract is incorporated herein by reference as though fully set forth herein.

Whenever the Principal shall be and is declared by the Obligee to be in default under the Contract, with the Obligee having performed its obligations in the Contract, then the Surety, acknowledging that time is of the essence, may promptly remedy the default, or shall promptly undertake to:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain one or more bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or negotiated proposal, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, or negotiated proposal, arrange for a contract between such party and the Obligee. The Surety will make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The cost of completion includes responsibilities of the Principal for correction of defective work and completion of the Contract, the Obligee's legal and design professional costs resulting directly from the Principal's default, and liquidated damages or actual damages if no liquidated damages are specified in the Contract. The term "balance of the Contract price" means the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
3. Determine the amount for which it is liable to the Obligee and pay the Obligee that amount as soon as practicable.

In the event this bond is enforced, Principal and Surety agree to indemnify Obligee and hold Obligee harmless from and against any and all costs of enforcement, including but not limited to reasonable attorneys' fees and expenses.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent to each and all of the following matters, without notice:

1. To any extension of time to the Contract in which to perform the Contract.
2. To any change in the plans, specifications, or Contract when such change does not involve an increase of more than twenty percent (20%) of the total Contract price, and shall then be released only as to such excess increase.
3. That no provision of this bond or of any other contract shall be valid which limits to less than one (1) year from the time of the acceptance of the work the right to sue on this bond for defect in workmanship or material not discovered or known to the Obligee at the time such work was accepted.

If the Principal performs the Contract, then this bond shall be null and void; otherwise it shall remain in full force and effect. In no event shall the Surety's total obligation exceed the penal amount of this bond.

Terms used herein shall include, as appropriate, the singular or plural number, or the masculine, feminine or neuter gender.

IN WITNESS WHEREOF, the undersigned Principal and Surety have executed this Performance Bond as of _____.

PRINCIPAL

SURETY

Name

Name

By: _____

By: _____

Title: _____

Title: _____

[attach Power of Attorney]

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____,
_____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and, _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20__, a copy of which is hereto attached and made a part hereof for the construction of:

FY 2024 CIP PIPELING PHASE IVB1

CITY CONTRACT NO. 1102

WATERLOO, IOWA

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed in _____ counterparts, each one
(number)
of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____	_____
(Principal) Secretary	Principal
(SEAL)	By _____(s)

	(Address)

Witness as to Principal	

(Address)	

	Surety
ATTEST:	By _____
	Attorney-in-Fact
_____	_____
Witness as to Surety	(Address)

(Address)	

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond:

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

APPENDIX

APPENDIX

TABLE OF CONTENTS

1. Change Order Form
2. Davis-Bacon Wage Rates and Forms
 - A. Davis-Bacon Wage Rates
 - B. Form WH-347 Payroll and Certification
 - C. Form SF-1444 Request for Authorization of Additional Classification and Rate
 - D. Form WH-321 Notice Poster

CHANGE ORDER NO. _____

Owner City of Waterloo Date _____

Project FY 2024 CIP PIPELINING PHASE IVB1

Owner's Contract No. City Contract No. 1102 Contractor _____

Date of Contract Start _____ \$ _____

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

Reason for Change Order:

CONTRACT PRICE

CONTRACT TIMES (Calendar Days)

Original: \$ _____

Previous CO's (ADD/DEDUCT): \$ _____

This CO (ADD/DEDUCT): \$ _____

Contract Price with all
approved Change Orders: \$ _____

Original Completion Date: _____

Previous CO's (ADD/DEDUCT): _____

This CO (ADD/DEDUCT): _____

REVISED: _____

Revised Completion Date: _____

To substantial
completion

To final
completion

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)

Date

AECOM, Inc.

Project
Number

Change
Order No.

DAVIS-BACON WAGE RATE DETERMINATION

"General Decision Number: IA20230081 02/24/2023

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

HIGHWAY CONSTRUCTION PROJECTS and HEAVY CONSTRUCTION PROJECTS
Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	• Executive Order 14026 generally applies to the contract. • The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	• Executive Order 13658 generally applies to the contract. • The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at

<http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 02/24/2023

SUIA2023-001 02/01/2023

	Rates	Fringes
BRICKLAYER (BRICKLAYER/STONE MASON)		
ZONE 1.....	\$ 34.00	17.62
ZONE 2.....	\$ 34.00	17.62
ZONE 3.....	\$ 34.00	17.62
ZONE 4.....	\$ 32.75	16.09
ZONE 5.....	\$ 29.65	16.09
Carpenter & Piledrivermen		
ZONE 1.....	\$ 31.27	15.83
ZONE 2.....	\$ 29.80	15.98
ZONE 3.....	\$ 29.68	15.98
ZONE 4.....	\$ 29.20	13.30
ZONE 5**.....	\$ 28.15	11.70
CONCRETE FINISHER		
ZONE 1.....	\$ 29.55	13.10
ZONE 2.....	\$ 29.55	13.10
ZONE 3.....	\$ 29.55	13.10
ZONE 4.....	\$ 27.70	9.20
ZONE 5.....	\$ 26.65	9.20
ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)		
ZONE 1, 2, AND 3.....	\$ 36.40	14.80
ZONE 4.....	\$ 35.10	13.80
ZONE 5.....	\$ 33.45	13.05
IRONWORKER (SETTING OF STRUCTURAL STEEL)		
ZONE 1.....	\$ 32.25	14.85
ZONE 2.....	\$ 30.16	15.30
ZONE 3.....	\$ 30.16	15.45
ZONE 4.....	\$ 28.00	14.50
ZONE 5**.....	\$ 26.15	13.70
LABORER		
ZONE 1, 2 AND 3		
GROUP A.....	\$ 24.82	12.01
GROUP AA.....	\$ 27.20	12.01
GROUP B.....	\$ 22.97	12.01
GROUP C.....	\$ 19.89	12.01
ZONE 4		
GROUP A.....	\$ 23.12	11.32
GROUP AA.....	\$ 25.12	11.32
GROUP B.....	\$ 21.55	11.32
GROUP C.....	\$ 18.92	11.32
ZONE 5		
GROUP A.....	\$ 23.52	9.87
GROUP AA.....	\$ 25.52	9.87
GROUP B.....	\$ 20.78	9.87
GROUP C.....	\$ 19.93	9.87
POWER EQUIPMENT OPERATOR		
ZONE 1		
GROUP A.....	\$ 35.50	16.50
GROUP B.....	\$ 33.95	16.50
GROUP C.....	\$ 31.45	16.50

GROUP D.....	\$ 31.45	16.50
ZONE 2		
GROUP A.....	\$ 35.30	16.50
GROUP B.....	\$ 33.70	16.50
GROUP C.....	\$ 31.15	16.50
GROUP D.....	\$ 31.15	16.50
ZONE 3		
GROUP A.....	\$ 32.50	28.20
GROUP B.....	\$ 30.70	28.20
GROUP C.....	\$ 29.70	28.20
GROUP D.....	\$ 29.70	28.20
ZONE 4		
GROUP A.....	\$ 32.85	16.95
GROUP B.....	\$ 31.71	16.95
GROUP C.....	\$ 29.63	16.95
GROUP D.....	\$ 29.63	16.95
ZONE 5		
GROUP A.....	\$ 30.87	13.25
GROUP B.....	\$ 29.83	13.25
GROUP C.....	\$ 28.10	13.25
GROUP D.....	\$ 27.10	13.25
TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)		
ZONE 1.....	\$ 26.26	12.59
ZONE 2		
.....	\$ 26.26	12.59
ZONE 3.....	\$ 26.26	12.59
ZONE 4.....	\$ 26.26	9.04
ZONE 5		
.....	\$ 24.50	9.04
ZONE DEFINITIONS		
ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.		
ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.		
ZONE 3 The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).		
ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.		
ZONE 5 All areas of the state not listed above.		
LABORER CLASSIFICATIONS - ALL ZONES		
GROUP AA - Skilled pipelayer (sewer, water, and conduits) and tunnel laborers; asbestos abatement worker		
GROUP A - Carpenter tender on bridges and box culverts; CCTV* sewer inspection operator; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills, and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; mason tender (brick/stone), powderman tender; powderman/blaster; sign erector; saw operator; {(Zones 4 and 5) Skilled pipelayer (sewer, water, and conduits); tunnel laborer; asbestos abatement worker}. *new labor classification (CCTV: closed circuit television)		
GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line		

expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)
Setting of structural steel; any welding incidental to bridge
or culvert construction; setting concrete beams.

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)



Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐		ADDRESS	OMB No.: 1215-0149 Expires: 12/31/2011
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS						(9) NET WAGES PAID FOR WEEK			
				HOURS WORKED EACH DAY																			
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said _____
_____ from the full
(Contractor or Subcontractor)
weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

OMB Control Number: 9000-0066
Expiration Date: 5/31/2025

Page 257 of 666

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

PREVAILING WAGES	You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.
OVERTIME	You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.
ENFORCEMENT	Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.
APPRENTICES	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
PROPER PAY	If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



For additional information:
1-866-4-USWAGE
(1-866-487-9243) TTY: 1-877-889-5627



WWW.WAGEHOUR.DOL.GOV

Engineers Probable Cost of Construction
FY 2024 CIPP PHASE IVB1
City of Waterloo
City Contract No. 1102
AECOM Proj. No. 60721823
Thursday, January 11, 2024



				Engineers Estimate Average	
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
BASE BID				IVA3 + 15%	
1	8" Diameter CIP Pipe Lining	LF	5,101.0	\$ 28.18	\$ 143,720.68
2	10" Diameter CIP Pipe Lining	LF	1,585.0	\$ 33.93	\$ 53,771.13
3	12" Diameter CIP Pipe Lining	LF	911.0	\$ 50.60	\$ 46,096.60
4	Lateral Reinstatement	EA	189	\$ 74.75	\$ 14,127.75
5	3-FT Lateral Grouting	EA	189.0	\$ 517.50	\$ 97,807.50
6	Pipe Televising - 8"	LF	10,202.0	\$ 1.15	\$ 11,732.30
7	Pipe Televising - 10"	LF	3,170.0	\$ 1.15	\$ 3,645.50
8	Pipe Televising - 12"	LF	1,822.0	\$ 1.15	\$ 2,095.30
9	Type A Pipe Cleaning - 8"	LF	5,101.0	\$ 3.22	\$ 16,425.22
10	Type A Pipe Cleaning - 10"	LF	1,585.0	\$ 3.22	\$ 5,103.70
11	Type A Pipe Cleaning - 12"	LF	911.0	\$ 3.22	\$ 2,933.42
12	Type C Root Removal - 8"-10"	LF	3,343.0	\$ 1.44	\$ 4,805.56
13	Type C Root Removal - 12"-15"	LF	455.0	\$ 1.44	\$ 654.06
14	Type D Lumberjack - 8"-10"	LF	3,343.0	\$ 1.44	\$ 4,805.56
15	Type D Lumberjack - 12"-15"	LF	455.0	\$ 1.44	\$ 654.06
16	Protruding Taps Removal	EA	45.0	\$ 287.50	\$ 12,937.50
BASE BID TOTAL					\$ 421,315.84
BID ALTERNATE NO. 1					
101	8" Diameter CIP Pipe Lining	LF	2,117.0	\$ 28.18	\$ 59,646.48
102	Lateral Reinstatement	EA	28	\$ 74.75	\$ 2,093.00
103	3-FT Lateral Grouting	EA	28.0	\$ 517.50	\$ 14,490.00
104	Pipe Televising - 8"	LF	4,234.0	\$ 1.15	\$ 4,869.10
105	Type A Pipe Cleaning - 8"	LF	2,117.0	\$ 3.22	\$ 6,816.74
106	Type C Root Removal - 8"-10"	LF	1,058.0	\$ 1.44	\$ 1,520.88
107	Type D Lumberjack - 8"-10"	LF	1,058.0	\$ 1.44	\$ 1,520.88
108	Protruding Taps Removal	EA	20.0	\$ 287.50	\$ 5,750.00
BID ALTERNATE NO. 1 TOTAL					\$ 96,707.07
PROJECT TOTAL					\$ 518,022.91
Item	Description	Unit	Estimated Quantity	Unit Price	Total Price
ADDITIONAL CLEANING RATES					
201	Type A Pipe Cleaning - 8"	HR	50.0		\$ -
202	Type A Pipe Cleaning - 10"	HR	50.0		\$ -
203	Type A Pipe Cleaning - 12"	HR	50.0		\$ -
204	Type C Root Removal - 8"-10"	HR	50.0		\$ -
205	Type C Root Removal - 12"-15"	HR	50.0		\$ -
206	Type D Lumberjack - 8"-10"	HR	50.0		\$ -
207	Type D Lumberjack - 12"-15"	HR	50.0		\$ -
208	Type A Pipe Cleaning - 10"	HR	50.0		\$ -
209	Type C Root Removal - 8"-10"	HR	50.0		\$ -
210	Type D Lumberjack - 8"-10"	HR	50.0		\$ -
211	Type D Lumberjack - 12"-15"	HR	50.0		\$ -



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution setting a date of public hearing as February 19, 2024, to approve the sale of property located east of 408 Florence Street in three parts, in the amount of \$70.00 plus publishing and recording costs for each part, including a part to Jorge Garcia Villa, a part to Jose Guzman and Elvia Ramirez and a part to Catalina and Paulino Sanchez, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The city is selling a city-owned lot that was acquired by 657A which is located east of 408 Florence Street to the adjacent property owners without a development agreement. The lot has no street frontage; therefore, it would not meet the requirements to be an infill lot. The lot will be divided equally into three parts and sold to the three abutting property owners for an amount that equals the assessed value of the property. Therefore, the request meets the sale of property policy.

NEIGHBORHOOD IMPACT

The sale will not have a negative impact on the neighborhood, and could have a positive impact as the abutting property owners will be better able to maintain the property.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Description – existing Parcel No. 891324479019 (per court order recorded 1/23/07 as Document 2007-016060):

The North 48 feet of Lot 4 and the East 65.5 feet of Lot 5 in G. Robinsons Addition to the City of Waterloo, Black Hawk County, Iowa.

Description – conveyance to Jose Guzman and Elivia Ramirez (416 Florence St):

The North 32 feet 8 inches of Lot 5, except the West 65.5 feet thereof, in G. Robinsons Addition to the City of Waterloo, Black Hawk County, Iowa.

Description – conveyance to Jorge Garcia Villa (408 Florence St):

Lot 4, except the South 112 feet 8 inches thereof, and Lot 5, except the North 32 feet 8 inches, and except the West ½ of Lot 5, all in G. Robinsons Addition to the City of Waterloo, Black Hawk County, Iowa.

Description – conveyance to Paulino and Catalina Sanchez (515 Independence Av):

The South 32 feet 8 inches of the North 40 feet of the South 120 feet of Lot 4 in G. Robinsons Addition to the City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. East of 408 Florence Street
2. Application - Garcia Villa
3. Application - Guzman
4. Application - Sanchez

416 Florence Street

Northern Portion
to be sold to:
Jose Guzman
& Elvia Ramirez

408 Florence Street

Center Portion
to be sold to:
Jorge Garcia Villa

515 Independence Avenue

Southern Portion
to be sold to:
Catalina & Paulino
Sanchez

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

City of Waterloo, Iowa



0 0.0025 0.005 0.01 Miles

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: Jorge Garcia Villa Address: 408 Florence St. Phone No.: 319 883-2777
Email: Waterloo IA
50703

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

THE 32 FOOT 8 INCHES OF THE CENTRAL PORTION OF THE LOT LOCATED
NORTH OF 408 FLORENCE ST.
Legal description of area to be conveyed, vacated, or encroached:

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): \$70.00
- 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: \$70.00

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:

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.

Jorge Garcia Villa
Applicant

1/18/2024
Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements

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: JOSE GUZMAN Address: 416 Florence ^{SE} Phone No.: 319-505-4141
Elvia Ramirez Waterloo, IA. 50703
Email: fcbarcelona2410@yahoo.com

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

NORTH 32 FOOT 8" INCHES OF PARCEL NUMBER 891324479019

Legal description of area to be conveyed, vacated, or encroached: SOUTHEAST OF 416 FLORENCE ST

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): \$ 70.00
 - 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: \$ 70.00

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:
N/A

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.

Jose Guzman
Applicant

1-18-24
Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements

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: Catalina M De Sanchez Address: 515 Independence Ave Phone No.: 319 610 9669

Email: CatalinaSanchez2474@gmail.com

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

32 FOOT 8 INCHES OF LOT NORTH + EAST OF 515 INDEPENDENCE

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

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): \$ 70
- 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: \$70

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:
N/A

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.

Catalina M De Sanchez
Applicant

01-08-2024
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

February 5, 2024

AGENDA ITEM TITLE

Resolution setting a date of public hearing as February 19, 2024, to approve a request by Jayson Vaughn to vacate an eight-foot by eight inch utility easement to allow for the construction of an accessory structure in the "R-2" One and Two Family Residence District located at 109 Oak Ridge Road, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The applicant is requesting to vacate an 8' 8" easement on the west line of the lot. The easement is not needed and there are no utilities within the area.
The easement is being vacated for the development of a new accessory structure on the property. The new accessory structure will be located in the same location of the existing accessory structure. The structure will be placed approximately 3' from the west property line.

The Planning, Programming, and Zoning Commission unanimously voted to approve the request at their regular meeting on January 9, 2024.

NEIGHBORHOOD IMPACT

The request to vacate the easement would not appear to have a negative impact upon the surrounding area as there are no known utilities located within the easement.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Cedar Terrace Third Addition Lot 73

ATTACHMENTS

1. Council Packet

REQUEST:	Request by Jayson Vaughn to vacate an 8' 8" utility easement to allow for the construction of an accessory structure in the "R-2" One and Two Family Residence District located at 109 Oak Ridge Road.
APPLICANT(S):	Jayson Vaughn, 109 Oak Ridge Road, Waterloo, Iowa 50702
GENERAL DESCRIPTION:	The applicant is requesting to vacate an 8' 8" easement along the west property line at 109 Oak Ridge Road.
SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request to vacate the easement would not appear to have a negative impact upon the surrounding area as there are no known utilities located within the easement.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed vacate would not appear to have a negative impact on vehicular or pedestrian traffic conditions in the area as the easement is not needed. The area is served by Oak Ridge Road, which is classified as a local street.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There are no sidewalks or trails in the nearby vicinity.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question has been zoned "R-2" One and Two Family Residence District since the property was rezoned from "U-1" Unclassified District on August 26, 1982. Surrounding land uses and their zoning designations are as follows: North, South, East, and West – Single Family Homes, zoned "R-2" One and Two Family Residence District.
BUFFERS/ SCREENING/ LANDSCAPING REQUIRED:	No screening is required in relation to this request.
DRAINAGE:	No drainage plan is required in relation to this request.
DEVELOPMENT HISTORY:	Single family homes built between 1960 and 1975.
FLOODPLAIN:	None of the property is located in a special flood hazard area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0304F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	There are no schools within the surrounding area. Cedar Terrace Park is located approximately 0.39 miles to the northeast of the site in question.

UTILITIES: WATER,
SANITARY SEWER,
STORM SEWER, ETC.

There is an 8" sanitary sewer located in Oak Ridge Road.
There are no known utilities located within the 8' 8" easement.

RELATIONSHIP TO
COMPREHENSIVE
LAND USE PLAN:

The Future Land Use Map designates this area as Low Density Residential. The proposed vacate would be in conformance with the Comprehensive Plan and Future Land Use Map adopted August 21, 2023.

STAFF ANALYSIS –
ZONING
ORDINANCE:

The applicant is requesting to vacate an 8' 8" easement on the west line of the lot. The easement is not needed and there are no utilities within the area.

The easement is being vacated for the development of a new accessory structure on the property. The new accessory structure will be located in the same location of the existing accessory structure. The structure will be placed approximately 3' from the west property line.



Picture 1: Looking east toward 109 Oak Ridge Road.

TECHNICAL REVIEW
COMMITTEE:

There were no comments from the Technical Review Committee.

STAFF ANALYSIS –
SUBDIVISION
ORDINANCE:

The applicant is not planning to subdivide the property.

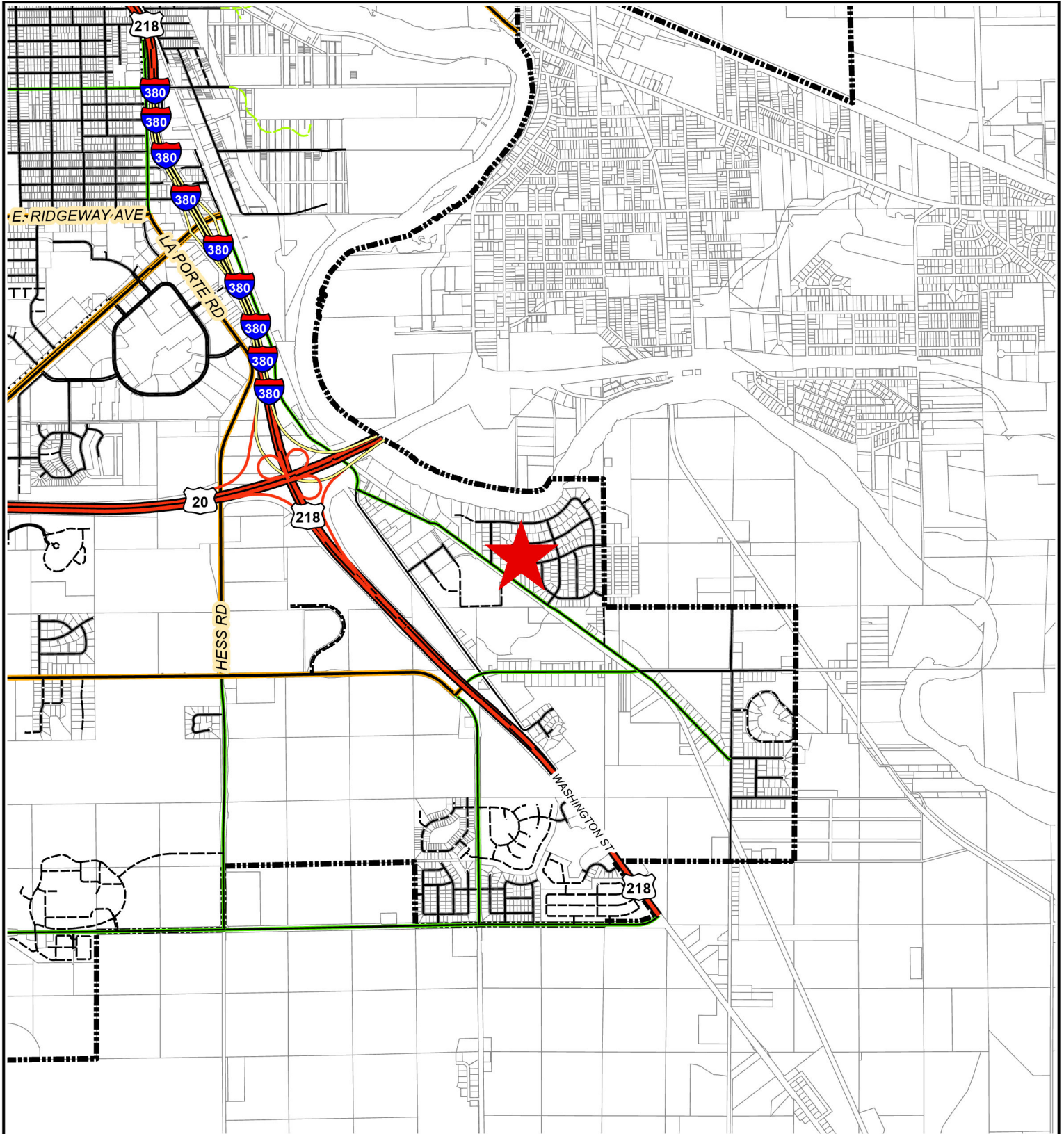
STAFF
RECOMMENDATION:

Therefore, staff recommends that the request by Jayson Vaughn to vacate an 8' 8" utility easement to allow for the construction of an accessory structure in the "R-2" One and Two Family Residence District located at 109 Oak Ridge Road, be approved for the following reasons:

1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area.
2. The request would not appear to have a negative impact on traffic conditions in the area.
3. The request would not appear to have a negative impact on the surrounding area.
4. There are no known utilities within the easement area.

City of Waterloo Planning, Programming and Zoning Commission

January 9, 2024



1,000 500 0 1,000
Feet



**109 Oak Ridge Road
Easement Vacate
Jayson Vaughn**

City of Waterloo Planning, Programming and Zoning Commission
January 9, 2024



109 Oak Ridge Road
Easement Vacate
Jayson Vaughn

Date: 12/03/2023 - 11:10 AM

Design Name: Garage Design

Design ID: 304051029551

Estimate ID: 42759

Estimated Price: \$21,975.94

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

MENARDS

Design & Buy™

GARAGE

How to recall and purchase your design at home:

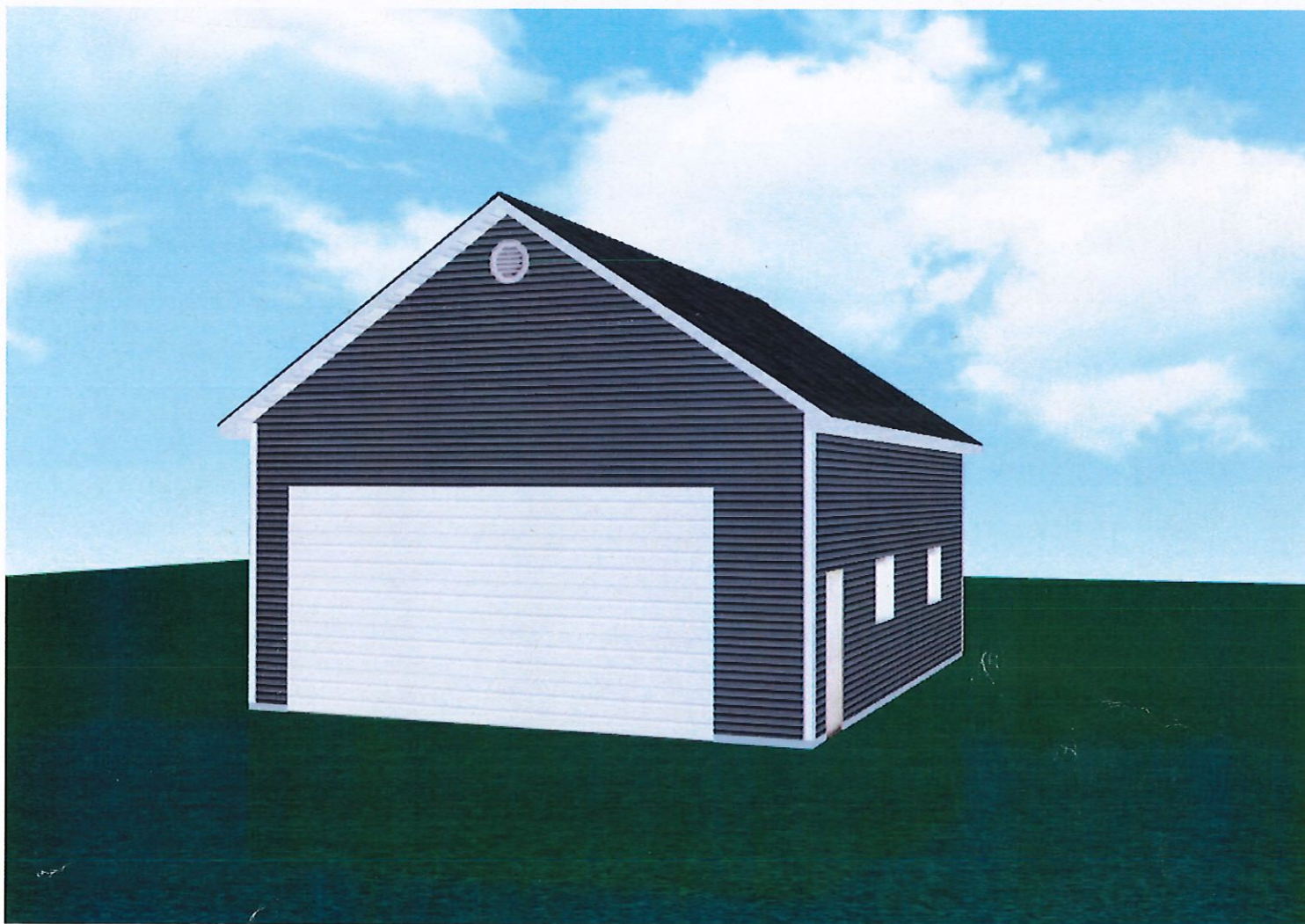


OR

1. On Menards.com, enter "Design & Buy" in the search bar
2. Select the Garage Designer
3. Recall your design by entering Design ID: 304051029551
4. Follow the on-screen purchasing instructions

How to purchase your design at the store:

1. Enter Design ID: 304051029551 at the Design-It Center Kiosk in the Building Materials Department
2. Follow the on-screen purchasing instructions



Floor type (concrete, dirt, gravel) is NOT included in estimated price. The floor type is used in the calculation of materials needed. Labor, foundation, steel beams, paint, electrical, heating, plumbing, and delivery are also NOT included in estimated price. This is an estimate. It is only for general price information. This is not an offer and there can be no legally binding contract between the parties based on this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form. The availability of materials is subject to inventory conditions.

MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by the guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully.

MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS. THE PLANS AND/OR DESIGNS PROVIDED ARE NOT ENGINEERED. LOCAL CODE OR ZONING REGULATIONS MAY REQUIRE SUCH STRUCTURES TO BE PROFESSIONALLY ENGINEERED AND CERTIFIED PRIOR TO CONSTRUCTION.

Date: 12/03/2023 - 11:10 AM

Design Name: Garage Design

Design ID: 304051029551

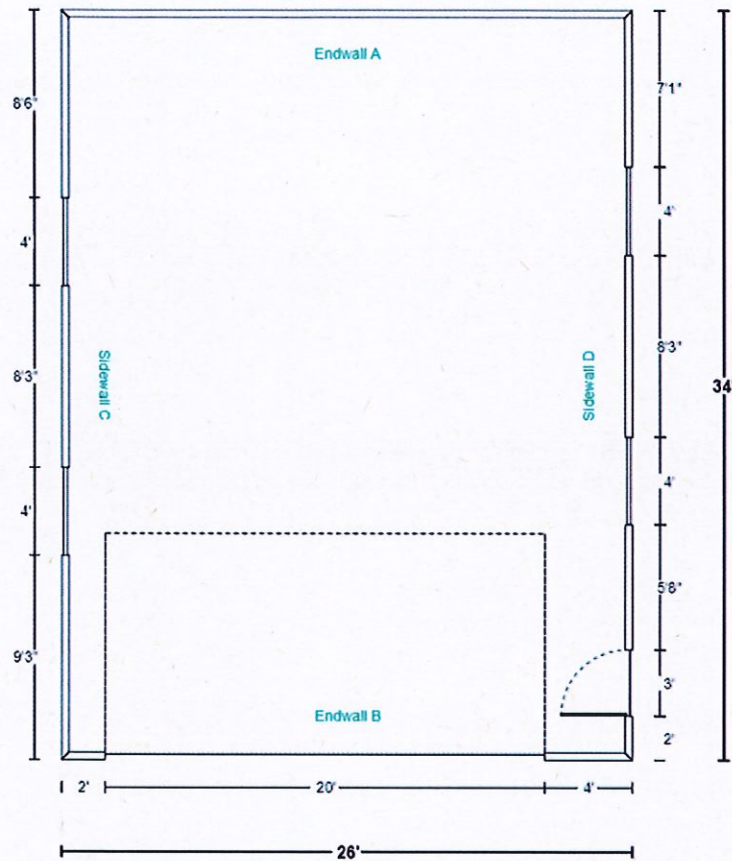
Estimate ID: 42759

Estimated Price: \$21,975.94

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

MENARDS

Design & Buy™ GARAGE



Date: 12/03/2023 - 11:10 AM

Design Name: Garage Design

Design ID: 304051029551

Estimate ID: 42759

Estimated Price: \$21,975.94

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

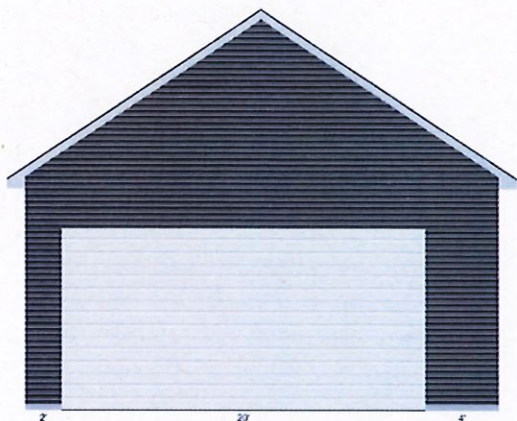
Dimensions

MENARDS

Design & Buy™
GARAGE

Wall Configurations

*Some items like wainscot, gutter, gable accents, are not displayed if selected.



ENDWALL B

Ideal Door® Commercial 20' x 10' White Insulated Garage Door



SIDEWALL D

Mastercraft® 36W x 80H Primed Steel 6-Panel

48"W x 36"H JELD-WEN® Vinyl Slider

48"W x 36"H JELD-WEN® Vinyl Slider

Date: 12/03/2023 - 11:10 AM

Design Name: Garage Design

Design ID: 304051029551

Estimate ID: 42759

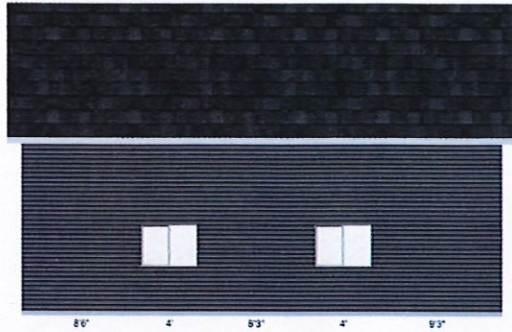
Estimated Price: \$21,975.94

**Today's estimated price. Future pricing may go up or down. Tax, labor, and delivery not included.*

MENARDS®

Design & Buy™

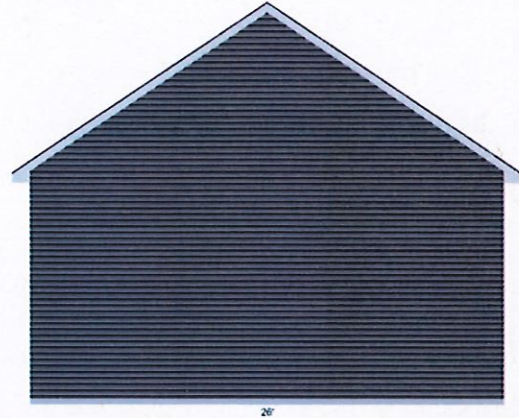
GARAGE



SIDEWALL C

48"W x 36"H JELD-WEN® Vinyl Slider

48"W x 36"H JELD-WEN® Vinyl Slider



ENDWALL A

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 (Business Name if Applicable): Jayson Vaughn

Address: 109 Oak Ridge Rd.

Phone No.: 573-693-8499

Email: Jayson.Vaughn.1@gmail.com

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

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

1. A non-refundable filing fee(s) shall be made as follows (checks payable to City of Waterloo):
COURT TOLLAGE THIRD ADDITION LOT 73

- 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: _____

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:

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.

Jayson Vaughn
Applicant

Jayson Vaughn
Print Name

12-4-23
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

February 5, 2024

AGENDA ITEM TITLE

Resolution setting a date of public hearing as February 19, 2024, for the sale and conveyance of city-owned property to NADROJ Realty, LLC, in the amount of \$1.00, with a Development and Minimum Assessment Agreement in the amount of \$1,800,000.00, for the construction of an industrial building of approximately 46,080 square foot, located south of 115 Warp Drive, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Transmitted is a request setting date of public hearing as February 19, 2024, for the sale and conveyance of city-owned property to NADROJ Realty, LLC, in the amount of \$1.00, with a Development and Minimum Assessment Agreement in the amount of \$1,800,000.00, for the construction of an industrial building of approximately 46,080 square foot, located south of 115 Warp Drive, and instruct the City Clerk to publish notice.

Attached to this transmittal is the development agreement and site plan showing a 120' x 384' (46,080 SF) building located at the southeast corner of Leversee Road and Warp Drive. The building has the potential to be subdivided into 12 separate suites. However, the developer could possibly lease more space to a lessee. They anticipate the space will be used for warehousing or contractor suites.

Incentives for the project are five years at 50 percent property tax rebates and land for \$1.00. The developer also has the option to acquire Lot 2 of Waterloo Air and Rail Park 1st Addition within a three-year time frame of the date of the development agreement, contingent that the improvements are sufficiently completed on Lot 1 of Waterloo Air and Rail Park 1st Addition.

NEIGHBORHOOD IMPACT

The proposed use would be compatible with existing light industrial development in the area and after this building is finished, over 307,000 square feet of new buildings will be constructed in this area.

DATA, ANALYSIS, AND STRATEGIES

Economic Development

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

The site plan went through the entire public review process before the Planning and Zoning Commission and City Council.

SOURCE OF EXPENDITURES

TIF Rebates

ALTERNATIVE ACTION

LEGAL DESCRIPTION

Property to be conveyed:

Lot 1, Waterloo Air and Rail Park 1st Addition, City of Waterloo, Black Hawk County, Iowa

Option Property:

Lot 2, Waterloo Air and Rail Park 1st Addition, City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. Development Agreement
2. Site Plan

DEVELOPMENT AGREEMENT

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

RECITALS

- A. In furtherance of the objectives of Chapter 403 of the Code of Iowa, as amended (the "Urban Renewal Act"), City is engaged in carrying out urban renewal project activities in an area known as the East Waterloo Unified Urban Renewal and Redevelopment Plan Area (the "Urban Renewal Area"), pursuant to the East Waterloo Unified Urban Renewal and Redevelopment Plan (the "Urban Renewal Plan").
- 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-1" 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. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Company in its as-is condition for the sum of \$1.00 (the "Purchase Price").

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

1.1. **Option Property.** Company shall have the option to acquire the real property described on Exhibit "A-2" attached hereto (the "Option Property") on the terms set forth in this Section. To exercise the option to purchase the Option Property, and provided that Company has completed the Improvements to a sufficient extent as determined by City in its reasonable discretion, Company shall deliver written notice of exercise to City within three (3) years from the date of this Agreement, or said option shall lapse. Company shall purchase the Option Property from the City for the sum of \$1.00, on terms substantially the same as those set forth in Section 1. The Property and the Option Property are collectively referred to as the "Project Property." If Company timely exercises its option to acquire the Option Property, the parties will enter into a development agreement and minimum assessment agreement with respect to improvements to be constructed thereon by Company.

2. **Improvements by Company.** Company shall construct on the Property one (1) commercial building of approximately 46,080 square feet, as well as related landscaping, storm water control, paving, signage and parking improvements (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. 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, including but not limited to the site plan layout attached hereto as Exhibit B. 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 convey the Property to Company 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 conveyance (the "Start Date") and Substantially Complete construction within fourteen (14) months after the date of this Agreement (the "Completion Deadline"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and the City has verified that any Project element for which no permit was necessary has been Substantially Completed. All deadlines are subject to Unavoidable Delays as defined in paragraph B below. The City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements. Any additional or longer time extensions will require consent of the City Council.

B. Events triggering termination and/or reverter of title. If Company does not begin or Substantially Complete construction of the Improvements on the schedule stated above, subject to Unavoidable Delays, then City may terminate this Agreement as set forth in Section 19, and City shall then have no further obligation to Company under this Agreement. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each an "Unavoidable Delay"), the requirement that construction be completed by the Completion Deadline shall be tolled for a period of time equal to the period of Unavoidable Delay. If City terminates this Agreement as provided in Section 19, City shall have no further obligations to Company under this Agreement, including but not limited to any legal or equitable obligation to reimburse Company for any costs expended by Company with respect to the Project or to compensate Company for any value added to the Property by any Improvements. In connection with termination of the Agreement as set forth herein, City may demand reconveyance of the Property in addition to exercising any other available remedies.

5. **Reverter of Title; Indemnity.** In the event of any reverter of title pursuant to Section 4, then Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property, free and clear of any lien, claim, charge, security interest, mortgage or encumbrance (collectively, "Liens") arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property conveyed back to City. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City

within thirty (30) days of written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed or other documents required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

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

6. **No Encumbrances; Limited Exception.** Until the Improvements are Substantially Completed, 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. Any other mortgage shall be void.

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

8. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "C" it will not seek or cause a reduction in the valuation for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of \$1,800,000.00 (the "Minimum Actual Value"), through:

- (i) willful destruction of the Property, the Improvements, or any part of either;
- (ii) a request to the assessor of Black Hawk County; or
- (iii) 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 execution and delivery of this Agreement.

9. **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 Five

50% rebate each year

for any taxable value added by the completed Improvements (each such payment is a "Rebate"). 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, 2026 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, 2026 assessed value would be for the Fiscal Year ending June 30, 2028, with the taxes payable one-half by September 30, 2027 and one-half by March 31, 2028, then the first Rebate could be applied for after March 31, 2028 and prior to April 1, 2029.

10. **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 9 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 9 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 9, 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.

11. 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 or amendment of a tax increment financing (TIF) district and amendment of the urban renewal plan, including the holding of public hearings on the same. Further, all the obligations of City under this Agreement are subject to fulfillment, on or before each Rebate payment date, of each of the following conditions precedent:

(i) The representations and warranties made by Company in Section 14 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.

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

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

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

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

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

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

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

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

H. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to any and all parts of the Property conveyed to it. Company agrees that (1) it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property

that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings of any type or nature, including but not limited to delinquent tax proceedings, and (2) it will not seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property included within the Property.

13. 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.

14. 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.

15. Indemnification and Releases.

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

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

16. 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.

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

18. **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.

19. 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.

20. **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.

21. **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.

22. **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.

23. **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 1715 W. 1st Street, Cedar Falls, Iowa 50613, Attention: Stephen R. Jordan.

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.

24. **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.

25. **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.

26. **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.

27. **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.

28. **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.

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

30. **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.

31. **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.

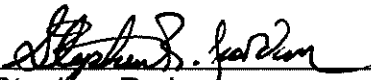
32. **Time of Essence.** Time is of the essence of this Agreement.

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

NADROJ REALTY, LLC

By: _____
Quentin M. Hart, Mayor

By:  _____
Stephen R. Jordan
Managing Member

Attest: _____
Kelley Felchle, City Clerk

PERSONAL GUARANTY. The undersigned members and/or managers of Company hereby agree for themselves and their heirs, personal representatives, and assigns, to unconditionally guarantee to City, its successors and assigns, the full and prompt performance by Company, its successors and assigns, of all promises and covenants on the part of Company to be performed pursuant to the foregoing Agreement, including but not limited to the duties of indemnity set forth therein, if any. Liability of guarantors hereunder is joint and several.

 _____
Stephen R. Jordan

EXHIBIT "A-1"

Legal Description of Property

Lot 1, Waterloo Air and Rail Park 1st Addition, City of Waterloo, Black Hawk County, Iowa.

EXHIBIT "A-2"

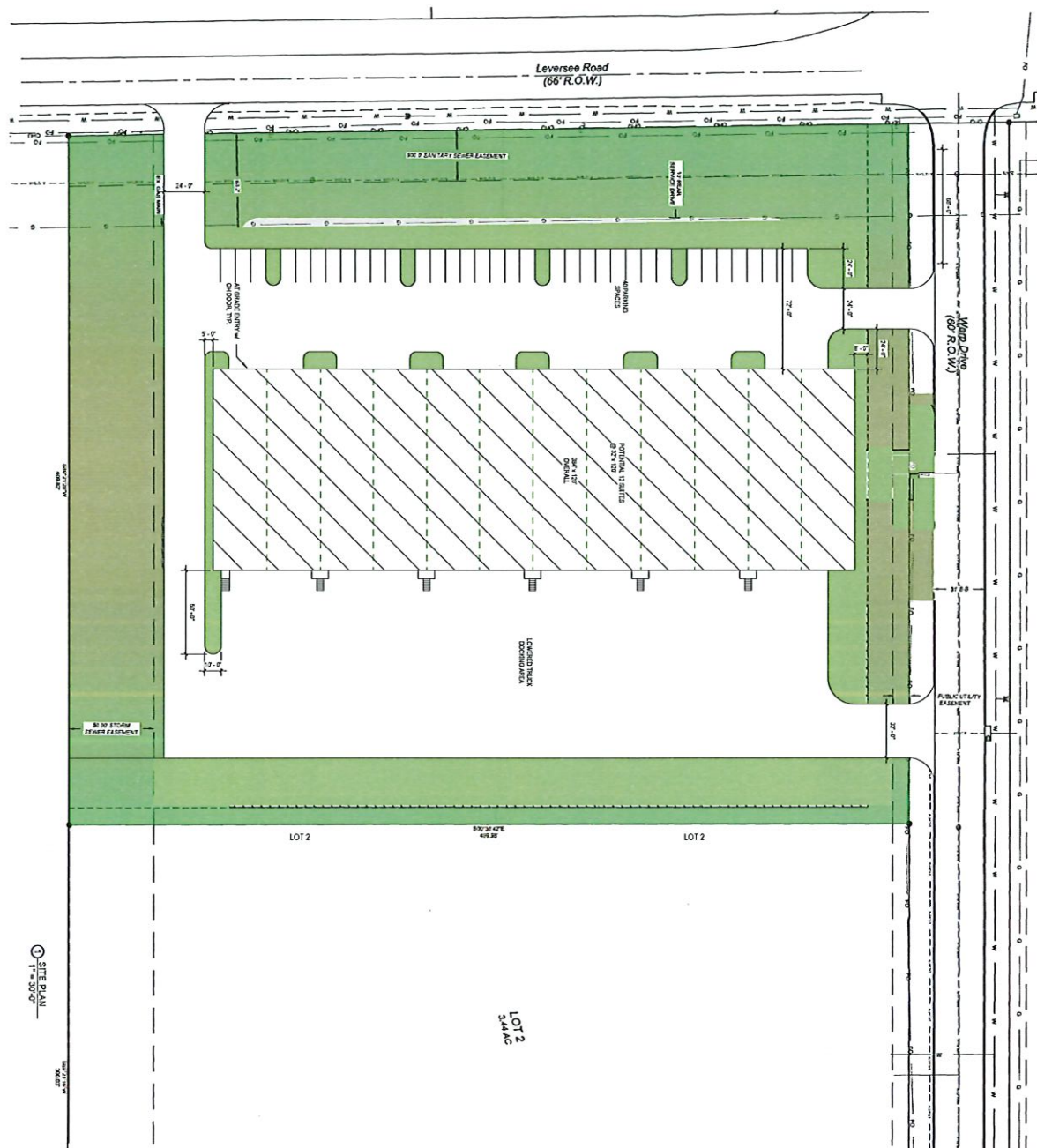
Legal Description of Option Property

Lot 2, Waterloo Air and Rail Park 1st Addition, City of Waterloo, Black Hawk County, Iowa.

EXHIBIT "B"

Site Plan Layout

See attached.



① SITE PLAN
1" = 30'-0"

AS101

SHEET

PROJECT NO: 23000

ISSUE DATE:10/30/2023 12:01:23 PM

WORKING DRAWINGS
NOT FOR CONSTRUCTION
THESE DRAWINGS ARE
THE PROPERTY OF
TURNKEY ASSOCIATES
WATERLOO, IA

REVISION INFO:

SITE PLAN

DRAWING INFO:

DEPARTMENT OF THE ARMY

PROPOSED DEVELOPMENT
FOR
NADROJ REALTY LLC
CITY, IA

turnKEY ASSOCIATES LC
ARCHITECTS BUILDERS

3015 GREYHOUND DRIVE
WATERLOO, IA 53701
TEL: 319.232.4242
FAX: 319.232.3793

CONSULTANTS

CONCLUSIONS

EXHIBIT "C"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of _____, by and among the CITY OF WATERLOO, IOWA ("City"), NADROJ REALTY, LLC ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property (the "Property"), described in Exhibit "A-1" thereto, located in the City; and

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

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

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

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

1. Upon substantial completion of construction of the Minimum Improvements by Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Project shall not be less than \$1,728,000.00 (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, 2024 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, 2034. 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 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

NADROJ REALTY, LLC

By: _____
Quentin Hart, Mayor

By: Stephen R. Jordan
Stephen R. Jordan
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.

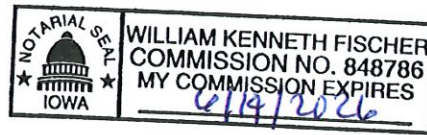
Notary Public

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

Subscribed and sworn to before me on JANUARY 5TH, 2024, by Stephen R. Jordan as Managing Member of NADROJ Realty, LLC



Notary Public



CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than One Million Eight Hundred Thousand and 00/100 Dollars (\$1,800,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

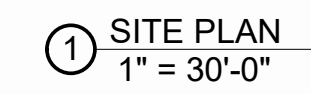
Assessor for Black Hawk County, Iowa

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



© TURNKEY ASSOCIATES 2023



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution setting a date of public hearing as February 19, 2024, for a request by Turnkey Associates, on behalf of the House of Hope, to rezone 0.28 acres from "R-4" Multiple Residence District to "C-1" Neighborhood Commercial District, to allow for the construction of a 6,200 square foot office building addition, located southwest of 845 West 4th Street, and instructing the City Clerk to public notice.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Request by Turnkey Associates on behalf of the House of Hope to rezone 0.28 acres from "R-4" Multiple Residence District to "C-1" Neighborhood Commercial District to allow for the construction of a 6,200 square foot office building addition located southwest of 845 West 4th Street, and instruct the City Clerk to publish notice. The applicant is requesting a rezone in order to provide additional housing and outreach opportunities for its clientele.

The area in question is zoned "R-4" Multiple Residence District and has been zoned as such since the adoption of the Zoning Ordinance in February of 1969. Surrounding land uses and their zoning are as follows:

North and West – Commercial Offices and Residential Structures zoned "R-4" Multiple Residence District.

South – Commercial Buildings zoned "C-2" Commercial District.

East – Commercial, zoned "C-1" Neighborhood Commercial District.

The applicant will need to file a drainage plan with the Engineering Department. The Future Land Use Map designates this area as Mixed Residential: Low, Medium, High Density Residential; and Professional office. The project is therefore in compliance with the future land use map for the area.

The applicant is requesting to rezone 0.28 Acres from "R-4" Multiple Residence District to "C-1" Neighborhood Commercial District in order to allow for the construction of a new 6,200 square foot building addition located southwest of 845 West 4th Street.

The 6,200 square foot building will contain 4 new bedrooms, a kitchen, children's room, 4 bathrooms, a multipurpose room, and 7 offices. Per the zoning ordinance the parking requirement is (1) one space for each (2) employees and one (1) space for each (5) occupants. There are 45 persons that will be residing at the new combined facility/5 = 9 required spaces. In addition there are 11 employees

for the maximum shift/2 = 6 spaces required at the new facility. The total parking requirement will be 15 spaces. However, the applicant will have more than adequate parking with a total 36 parking spaces being provided for the new facility. The applicant will need to work with engineering to address storm drainage requirements for the site. The Planning and Zoning Commission unanimously approved the request at their regular meeting on January 9, 2024.

Therefore, staff recommends that the request by Turnkey Associates on behalf of the House of Hope to rezone 0.28 acres from "R-4" Multiple Residence District to "C-1" Neighborhood Commercial District to allow for the construction of a 6,200 square foot building located southwest of 845 West 4th Street, be approved for the following reasons:

1. The rezoning could have a positive effect on the City of Waterloo by having additional beds and outreach services available for a vulnerable population in the community.
2. There has been no opposition to the request.

And with the following condition(s):

That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, drainage, etc

NEIGHBORHOOD IMPACT

The request would not appear to have a negative impact upon the surrounding neighborhood and land use in the area. The property is served by West 4th Street, which is classified as a Principal Arterial. The site is also served by Grant Avenue and Allen Street which are local roads. This rezone request would not appear to negatively impact vehicular or pedestrian traffic within the area.

The property is not in the 100-year floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0301F, dated July 18, 2011. There is a 15" Sanitary Sewer Main in 4th Avenue. In addition there is a 12" Sanitary Sewer Main and 48" storm sewer in 5th Street. There is also an 8" Sanitary Sewer Main in Grant Street and 9" Sanitary Sewer Main in Allen Street.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

LEGAL DESCRIPTION

The Northwest 110 feet of the Northeast 40 of Lot 1, Block 1, and the Northwest 110 feet of the

Southwest 10 feet of Lot 2, Block 1; AND the Northwesterly 110 feet of the following-described tract; Lot 1, Block 1, except the Northwest 110 feet of the Northeast 40 feet, and the Southeast 90 feet of the Southwest 10 feet of Lot 2, Block 1, all in the Leavitt's Addition to Waterloo, Iowa.

Subject to easements, restrictions, covenants, ordinances and limited access Provisions of record.

ATTACHMENTS

1. City Council

REQUEST:	Request by Turnkey Associates on behalf of the House of Hope to rezone 0.28 acres from "R-4" Multiple Residence District to "C-1" Neighborhood Commercial District to allow for the construction of a 6,200 square foot office building addition located southwest of 845 West 4 th Street.
APPLICANT:	Chris Cummings – Turnkey Associates, 3015 Greyhound, Waterloo, Iowa 50701
GENERAL DESCRIPTION:	The applicant is requesting a rezone in order to provide additional housing and outreach opportunities for its clientele.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to have a negative impact upon the surrounding neighborhood and land use in the area.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The property is served by West 4 th Street, which is classified as a Principal Arterial. The site is also served by Grant Avenue and Allen Street which are local roads. This rezone request would not appear to negatively impact vehicular or pedestrian traffic within the area.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There are no parks or trails within the immediate vicinity.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The area in question is zoned "R-4" Multiple Residence District and has been zoned as such since the adoption of the Zoning Ordinance in February of 1969. Surrounding land uses and their zoning are as follows: North and West – Commercial Offices and Residential Structures zoned "R-4" Multiple Residence District. South – Commercial Buildings zoned "C-2" Commercial District. East – Commercial, zoned "C-1" Neighborhood Commercial District.
DEVELOPMENT HISTORY:	Commercial Development occurred from 1911 till 1972. Residential development occurred between 1906 and 1950.
BUFFERS/ SCREENING REQUIRED, LANDSCAPING:	No buffers would be required for this request.
DRAINAGE:	The applicant will need to file a drainage plan with the Engineering Department.
FLOODPLAIN:	The property is not in the 100-year floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0301F, dated July 18, 2011.

PUBLIC /OPEN SPACES/ SCHOOLS:	Irving Elementary is located 620 feet to the southwest of the project site. There are no public spaces in the immediate vicinity.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC:	There is a 15" Sanitary Sewer Main in 4 th Avenue. In addition there is a 12" Sanitary Sewer Main and 48" storm sewer in 5 th Street. There is also an 8" Sanitary Sewer Main in Grant Street and 9" Sanitary Sewer Main in Allen Street.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as Mixed Residential: Low, Medium, High Density Residential; and Professional office. The project is therefore in compliance with the future land use map for the area.



Picture 1: Looking northwest toward the proposed location of the rezone area.

STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to rezone 0.28 Acres from “R-4” Multiple Residence District to “C-1” Neighborhood Commercial District in order to allow for the construction of a new 6,200 square feet building addition located southwest of 845 West 4th Street. The 6,200 square foot building will contain 4 new bedrooms, a kitchen, children’s room, 4 bathrooms, a multipurpose room, and 7 offices. Per the zoning ordinance the parking requirement is (1) one space for each (2) employees and one (1) space for each (5) occupants. There are 45 persons that will be residing at the new
------------------------------------	--

combined facility/5 = 9 required spaces. In addition there are 11 employees for the maximum shift/2 = 6 spaces required at the new combined facility. The total parking requirement will be 15 spaces. However, the applicant will have more than adequate parking with a total 36 parking spaces being provided for the new facility. The applicant will need to work with engineering to address storm drainage requirements for the site. The Planning and Zoning Commission unanimously approved the request at their regular meeting on January 9, 2024.

STAFF ANALYSIS –
SUBDIVISION
ORDINANCE:

No Platting will be required for this request.

STAFF
RECOMMENDATION:

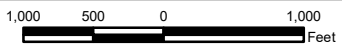
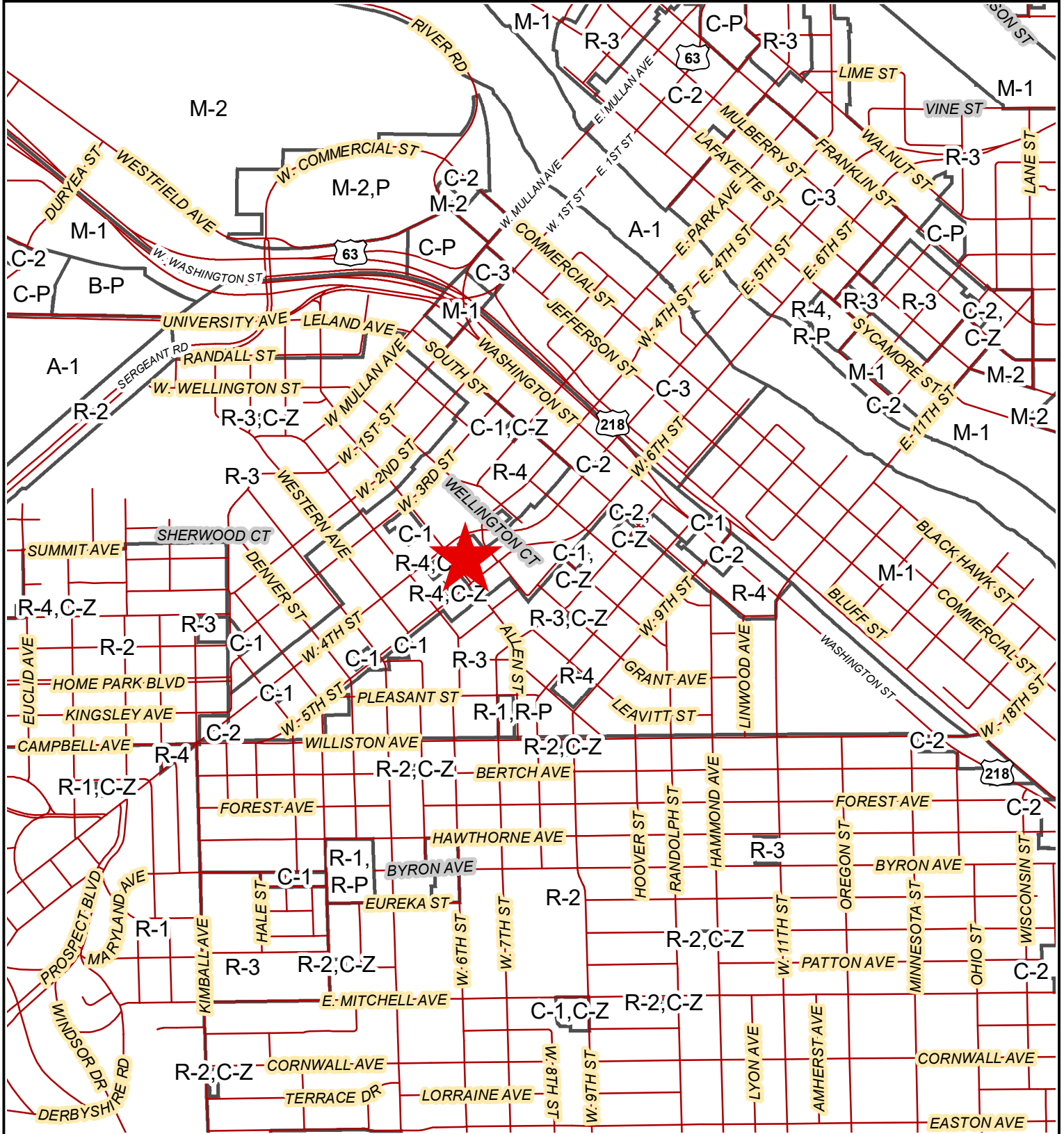
Therefore, staff recommends that the request by Turnkey Associates on behalf of the House of Hope to rezone 0.28 acres from “R-4” Multiple Residence District to “C-1” Neighborhood Commercial District to allow for the construction of a 6,200 square feet building located southwest of 845 West 4th Street, be approved for the following reasons:

1. The rezoning could have a positive effect on the City of Waterloo by having additional beds and outreach services available for a vulnerable population in the community.
2. There has been no opposition to the request.

And with the following condition(s):

1. That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, drainage, etc.

City of Waterloo City Council
February 19, 2024



**Southwest of 845 West 4th Street
Rezone from "R-4" to "C-1"
Turnkey Associates on Behalf of
House of Hope**

Waterloo City Council
February 19, 2024



Southwest of 845 West 4th Street
Rezone from "R-4" to "C-1"
Turnkey Associates on behalf of
House of Hope



① PROPOSED SITE PLAN
1" = 20'-0"

12/19/2023 12:51:28 PM
K11- Projects\Preliminary-Leads\Waterloo - House of Hope\Preliminary Drawings\House of Hope Option 8.rvt

CONSULTANT

CONSULTANT

3015 GREYHOUND DRIVE
WATERLOO, IA 50701
TEL: 319.232.4242
FAX: 319.232.3793

turnKEY ASSOCIATES LC
ARCHITECTS BUILDERS

NEW FACILITY
FOR
HOUSE OF HOPE
WATERLOO, IA

DRAWING INFO:

SITE PLAN

DRAWN BY: Author
CHECKED BY: Checker

REVISION INFO:

WORKING DRAWINGS
NOT FOR CONSTRUCTION
THESE DRAWINGS ARE
THE PROPERTY OF
TURNKEY ASSOCIATES
WATERLOO, IA

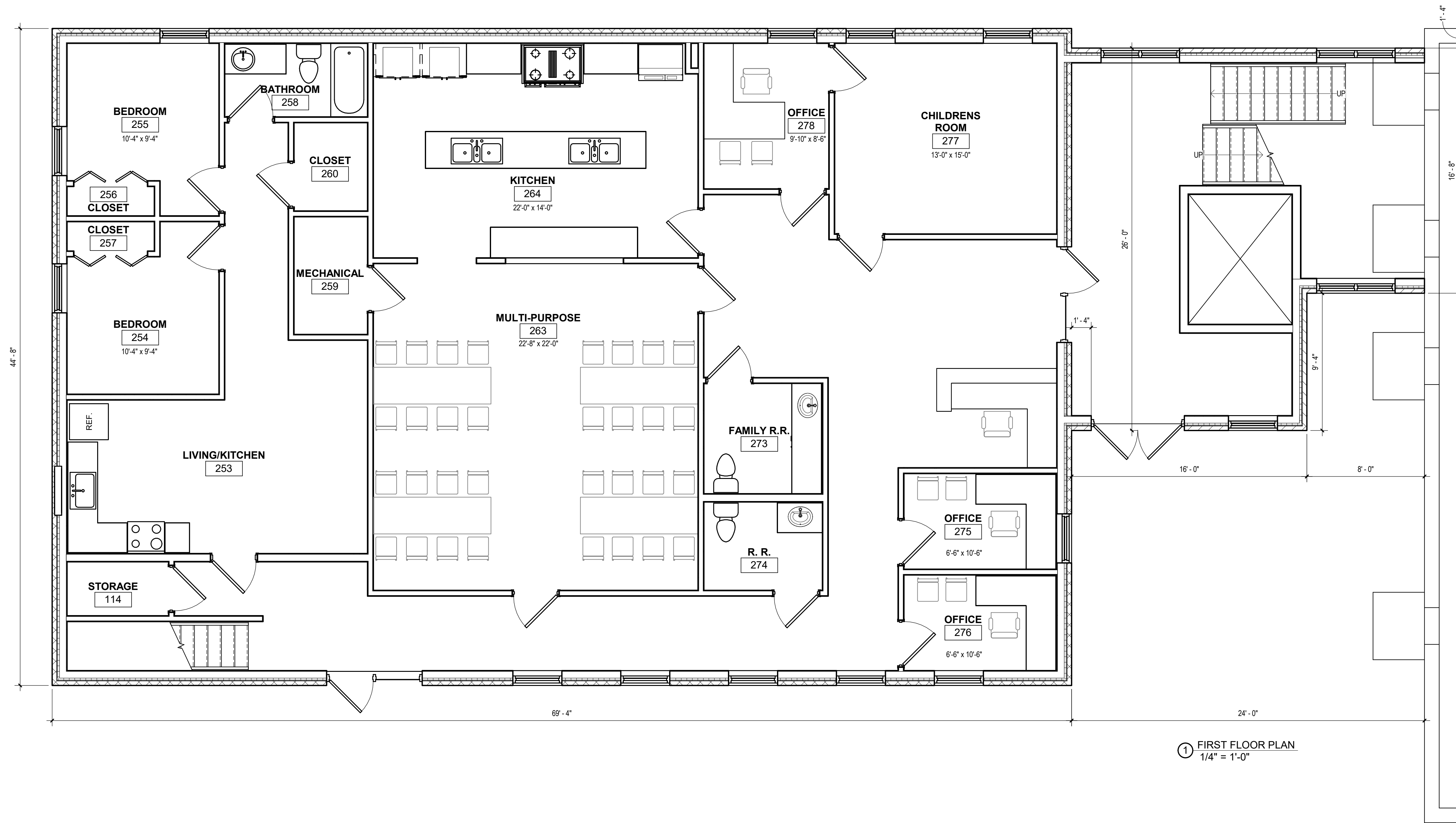
PROJECT NO: 22010

ISSUE DATE: ISSUE DATE

SHEET

AS101

© TURNKEY ASSOCIATES 2019



① FIRST FLOOR PLAN
1/4" = 1'-0"

CONSULTANT

CONSULTANT

3015 GREYHOUND DRIVE
WATERLOO, IA 50701
TEL: 319.232.4242
FAX: 319.232.3793

turnKEY ASSOCIATES LC
ARCHITECTS BUILDERS

NEW FACILITY
FOR
HOUSE OF HOPE
WATERLOO, IA

DRAWING INFO:
FIRST FLOOR PLAN

DRAWN BY: Author
CHECKED BY: Checker

REVISION INFO:

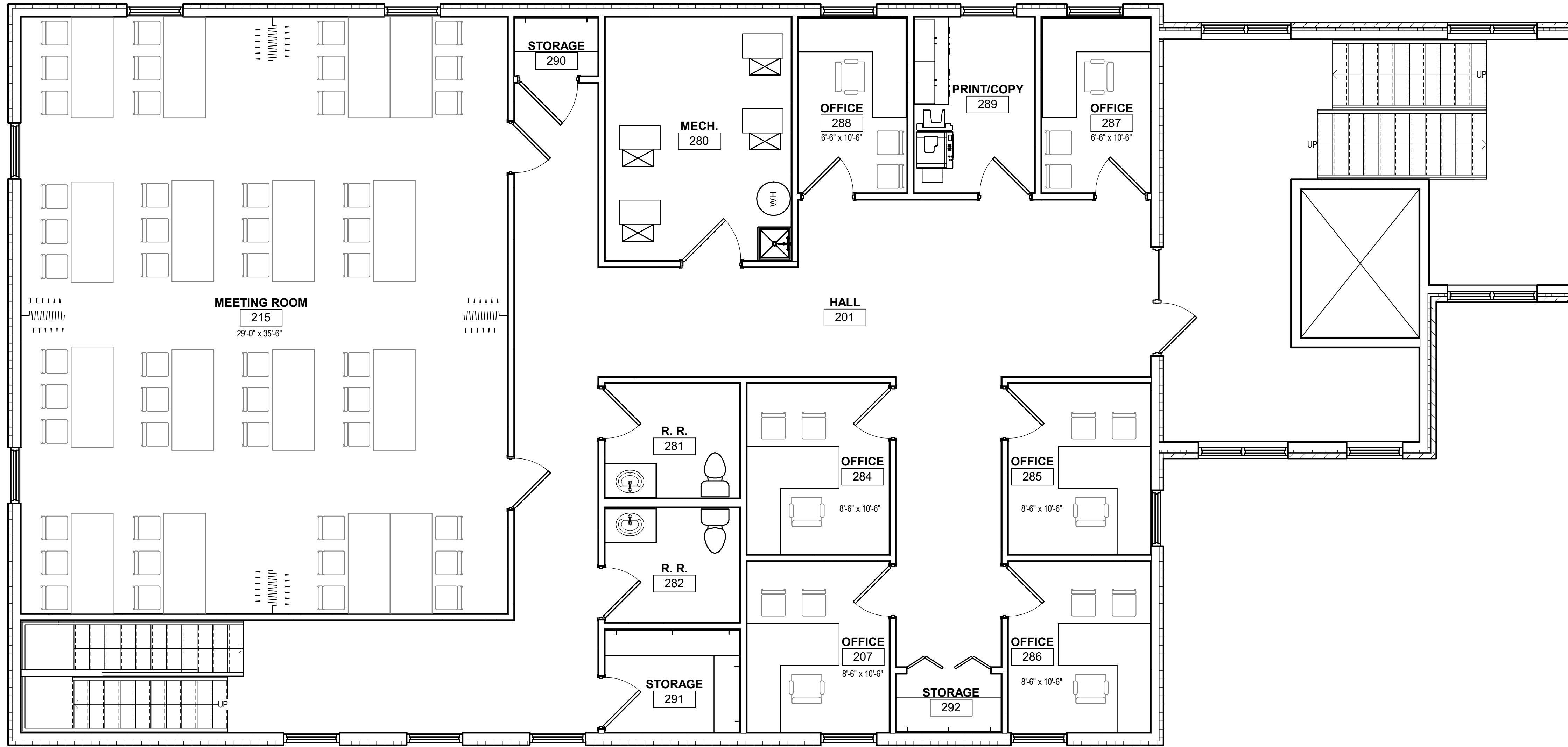
WORKING DRAWINGS
NOT FOR CONSTRUCTION
THESE DRAWINGS ARE
THE PROPERTY OF
TURNKEY ASSOCIATES
WATERLOO, IA

PROJECT NO: 22010
ISSUE DATE: ISSUE DATE

SHEET

A101

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① SECOND FLOOR PLAN
1/4" = 1'-0"

CONSULTANT

CONSULTANT

3015 GREYHOUND DRIVE
WATERLOO, IA 50701
TEL: 319.232.4242
FAX: 319.232.3793

turnKEY ASSOCIATES LC
ARCHITECTS BUILDERS

NEW FACILITY
FOR
HOUSE OF HOPE
WATERLOO, IA

DRAWING INFO:
SECOND FLOOR PLAN

DRAWN BY: Author
CHECKED BY: Checker

REVISION INFO:

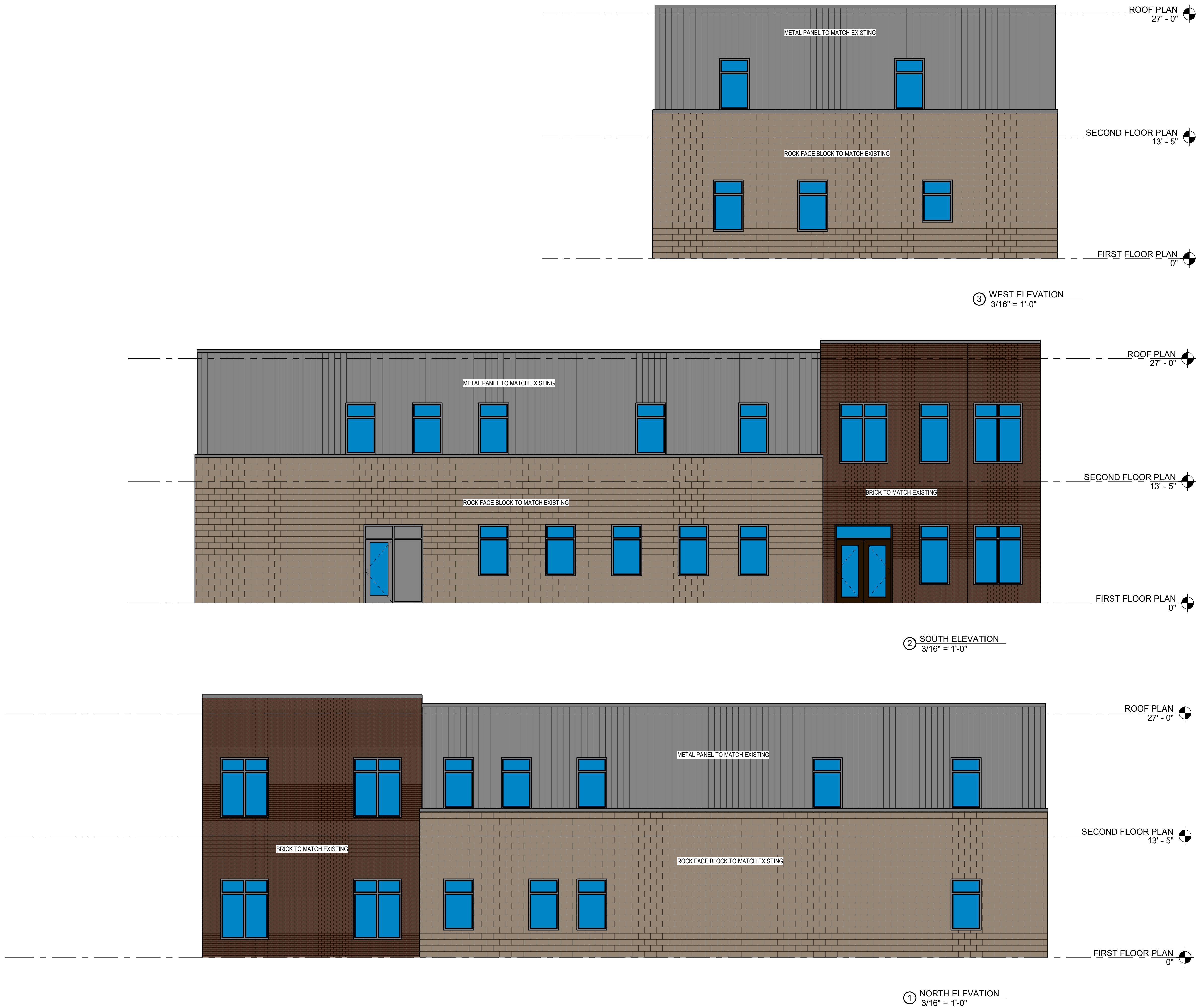
WORKING DRAWINGS
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WATERLOO, IA

PROJECT NO: 22010
ISSUE DATE: ISSUE DATE

SHEET

A103

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CONSULTANT

CONSULTANT

3015 GREYHOUND DRIVE
WATERLOO, IA 50701
TEL: 319.232.4242
FAX: 319.232.3793

turnKEY ASSOCIATES LC
ARCHITECTS BUILDERS

NEW FACILITY
FOR
HOUSE OF HOPE
WATERLOO, IA

DRAWING INFO:
ELEVATIONS

DRAWN BY: Author
CHECKED BY: Checker

REVISION INFO:

WORKING DRAWINGS
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THE PROPERTY OF
TURNKEY ASSOCIATES
WATERLOO, IA

PROJECT NO: 22010
ISSUE DATE: ISSUE DATE

SHEET

A201

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

1. APPLICATION INFORMATION:

- a. Applicant's name – Business Name if Applicable (please print):
Chris Cummings - Turnkey Associates
Address: 3015 Greyhound Phone: 319-232-4242 Fax: _____
City: Waterloo State: IA Zip: 50701
Email: chrisc@tkadesignbuild.com
- b. Status of applicant: (a) Owner _____ (b) Other X (CHECK ONE): If other explain: Architect
- c. Property owner's name if different than above (please print): House of Hope
Address: 845 W. 4th Phone: 319-232-3823 Fax: _____
City: Waterloo State: IA Zip: 50702
Email: Karin@houseofhopeccdc.com

2. PROPERTY INFORMATION:

- a. General location of property to be rezoned: SE corner of W. 4th & Allen St.
- b. Legal description of property to be rezoned: See attached for legal description.
- c. Dimensions of Proposed Zoning Boundary (Excluding Right of Way): 110' x 110'
- d. Area of Proposed Zoning Boundary (Excluding Right of Way): 12,100 SF
- e. Current zoning: R-4 Requested zoning: C-1
- f. Reason(s) for rezoning and proposed use(s) of property: The owner owns the adjacent parcel, which is a C-1, and would like to expand operations. This would require a C-1 zoning.
- 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.

Chris Cummings
Signature of Applicant

12/7/2023
Date

Karin Rose
Signature of Owner

12/7/23
Date

WARRANTY DEED

For the consideration of One and No/100----- Dollar(s) and other valuable consideration, Eveland Plaza, LLC, f/k/a Eveland-Jordan Plaza, L.L.C., a limited liability company organized and existing under the laws of Iowa, does hereby Convey to House of Hope, the following described real estate in Black Hawk County, Iowa:

The Northwest 110 feet of the Northeast 40 feet of Lot 1, Block 1, and the Northwest 110 feet of the Southwest 10 feet of Lot 2, Block 1; AND the Northwesterly 110 feet of the following-described tract: Lot 1, Block 1, except the Northwest 110 feet of the Northeast 40 feet, and the Southeast 90 feet of the Southwest 10 feet of Lot 2, Block 1; all in Leavitt's Addition to Waterloo, Iowa.

Subject to easements, restrictions, covenants, ordinances and limited access provisions of record.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution setting a date of public hearing as February 19, 2024, on the Authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$8,500,000.00 Sewer Revenue Capital Loan Notes of the City of Waterloo, State of Iowa, and instruct the City Clerk to publish notice.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

We are planning to sell up to \$8.5 million in sewer revenue capital loan notes through the State of Iowa Clean Water Revolving Fund. The City will use this loan to provide financing for the Titus Lift Station and Force Main Project.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Repayment will be made from the Sewer fund, using user fees. The issuance of capital loan notes commits the City to future repayment.

ALTERNATIVE ACTION

The City could choose not to sell the Capital Loan Notes. However, the expenses to be funded with these notes have already been incurred. Not issuing the notes would create financial stress on the Sewer fund. The State of Iowa Clean Water Revolving Loan fund requires that funds be spent before finalizing the loan.

LEGAL DESCRIPTION

ATTACHMENTS

1. Waterloo (167) - PDF Fix Date Letter of Instruction 2024A Sewer SRF (02301381x7F7E1)
2. Waterloo (167) - Fix Date Proceedings 2024A Sewer SRF (02301152x7F7E1)
3. Waterloo (167) - Notice of Hearing 2024A Sewer SRF (02301398x7F7E1)

January 23, 2024

VIA E-MAIL

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703

Re: Waterloo, Iowa - Not to Exceed \$8,500,000 Sewer Revenue Capital Loan Notes
(State of Iowa Revolving Fund Loan)

Dear Kelley:

We have now prepared suggested proceedings for the February 5, 2024 Council Meeting to fix the date of a meeting on the proposition to issue a tax-exempt sewer SRF Note and ordering publication of a notice of public hearing.

As you know, the borrowing of loan funds by the City through the Iowa Water Pollution Control Works Financing Program involves the same procedures applicable to the issuance and sale of municipal bonds generally. In this instance, the Iowa Finance Authority (the "Authority") has agreed to make the City a low-interest loan under the terms of a Loan and Disbursement Agreement, which will be secured and evidenced by a Sewer Revenue Capital Loan Note that will be issued to the Authority at the time the loan is closed.

The Authority has advised that all Revolving Fund loans are subject to additional procedural requirements, most notably - compliance with prevailing wage (Davis-Bacon) provisions. We'll coordinate with the Authority on your behalf to properly document this loan program, but will defer to your engineers for contract compliance requirements.

Notice of this meeting must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The date of publication is to be not less than four clear days nor more than twenty days before the date of said public meeting. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded.

January 23, 2024

Page 2

Please return one executed copy of the proceedings to us with the publisher's affidavit of publication of the notice of hearing. We would also appreciate an electronic scan.

If you have any questions concerning the enclosed proceedings or the SRF Program, please do not hesitate to contact me.

Very truly yours,

Ahlers & Cooney, P.C.



Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb
Enclosures

cc: LeAnn Even, Deputy City Clerk, City of Waterloo (via email w/ encl.)
Bridgett Wood, Finance Manager, City of Waterloo (via email w/ encl.)
Kim Bahr, Financial Analyst, City of Waterloo (via email w/ encl.)
Randy Bennett, Public Works Division Manager (via email w/ encl.)
Nancy Higby, Administrative Secretary, City of Waterloo (via email w/encl.)
Maggie Burger/Charlotte Nielsen/Edward Goodell, Speer Financial (via email w/encl.)

02301170\11310-167

ITEMS TO INCLUDE ON AGENDA FOR FEBRUARY 5, 2024

CITY OF WATERLOO, IOWA

Not to Exceed \$8,500,000 Sewer Revenue Capital Loan Notes (State of Iowa Revolving Fund Loan)

- Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

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

February 5, 2024

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$8,500,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF WATERLOO, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION FIXING DATE FOR A MEETING ON THE
AUTHORIZATION OF A LOAN AND DISBURSEMENT
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$8,500,000 SEWER REVENUE CAPITAL LOAN NOTES OF
THE CITY OF WATERLOO, STATE OF IOWA, AND
PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Sewer Revenue Capital Loan Notes, in the amount of not to exceed \$8,500,000, as authorized by Sections 384.24A and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out project(s) as hereinafter described; and

WHEREAS, the City has applied for a loan through the Iowa Water Pollution Control Works Financing Program pursuant to which the Iowa Finance Authority has agreed to purchase the City's Notes and has requested that such Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 of the Code of Iowa; and

WHEREAS, the Loan and Disbursement Agreement and Notes shall be payable solely and only out of the Net Revenues of the Municipal Sewer System and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Notes; and

WHEREAS, before the Loan and Disbursement Agreement and Notes may be authorized and Sewer Revenue Capital Loan Notes issued to evidence the obligations of the City thereunder, it is necessary to comply with the provisions of the Code of Iowa, and to publish a notice of the proposal to issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

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

Section 1. That this City Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ .M., on the 19th day of February, 2024, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed \$8,500,000 Sewer Revenue Capital Loan Notes, to evidence the obligations of the City thereunder, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with the Titus Lift Station project.

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

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

(To be published between: January 31, 2024 and February 15, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$8,500,000 SEWER REVENUE CAPITAL
LOAN NOTES, AND THE PUBLIC HEARING ON THE
AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 19th day of February, 2024, at _____ .M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the City Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$8,500,000 Sewer Revenue Capital Loan Notes, to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with the Titus Lift Station project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer System.

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

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this _____ day of _____, 2024.

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

(End of Notice)

PASSED AND APPROVED this 5th day of February, 2024.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

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

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$8,500,000 SEWER REVENUE CAPITAL
LOAN NOTES, OF THE CITY OF WATERLOO, AND THE
PUBLIC HEARING ON THE AUTHORIZATION AND
ISSUANCE THEREOF

, 2024.

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

Page 332 of 666

(To be published between: January 31, 2024 and February 15, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$8,500,000 SEWER REVENUE CAPITAL
LOAN NOTES, AND THE PUBLIC HEARING ON THE
AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 19th day of February, 2024, at _____ .M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the City Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed \$8,500,000 Sewer Revenue Capital Loan Notes, to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with the Titus Lift Station project. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer System.

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

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this _____ day of _____, 2024.

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

(End of Notice)



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Bridgett Wood, Finance Director
Finance Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolutions setting the date of public hearing as March 4, 2024, on the proposed issuance of the following bonds and instruct the City Clerk to publish notice. (Details on projects covered by each hearing are on file for review.)

- (a) ECP-1 - Not to Exceed \$4,200,000.00 General Obligation Bonds (Essential Corporate Purpose).
- (b) GCP-2 - Not to exceed \$700,000.00 General Obligation Bonds (General Corporate Purpose).
- (c) GCP-3 - Not to exceed \$700,000.00 General Obligation Bonds (General Corporate Purpose).
- (d) GCP-4 - Not to exceed \$700,000.00 General Obligation Bonds (General Corporate Purpose).

RECOMMENDED COUNCIL ACTION

Set public hearing date.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

These proceedings which fix the date of the public hearings on the issuance of the above-referenced bonds. The proceedings are for the meeting on Monday, February 5, 2024. They fix the date of the hearings for Monday, March 4, 2024.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Waterloo (168) - Fix Date Proceedings - ECP-1 2024 GO BONDS (02301267x7F7E1)
2. Waterloo (168) - Fix Date Proceedings - GCP-2 2024 GO BONDS (02301273x7F7E1)
3. Waterloo (168) - Fix Date Proceedings - GCP-3 2024 GO BONDS (02303157x7F7E1)
4. Waterloo (168) - Fix Date Proceedings - GCP-4 2024 GO BONDS (02303158x7F7E1)

ITEMS TO INCLUDE ON AGENDA FOR FEBRUARY 5, 2024

CITY OF WATERLOO, IOWA

Not to Exceed \$4,200,000 General Obligation Bonds (ECP-1)

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

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

February 5, 2024

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$4,200,000 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$4,200,000 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR ESSENTIAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$4,200,000, as authorized by Section 384.25, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential corporate purpose project(s) as hereinafter described; and

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ .M., on the 4th day of March, 2024, for the purpose of taking action on the matter of the issuance of not to exceed \$4,200,000 General Obligation Bonds, for essential corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the acquisition, improvement and installation of traffic control devices, signage equipment and software, fixtures, equipment and improvements, including but not limited to traffic signal, pavement markings, traffic safety, fiber optics installation, street light fixtures, connections and facilities, and cameras; the acquisition of vehicles and equipment for the Police and Fire Departments; the acquisition of vehicles and equipment for the street, zoning, public works and sign and traffic departments; the rehabilitation and improvement of City parks and the acquisition, repair and replacement of facilities, equipment and improvements commonly found in City parks; the removal, replacement and planting of trees in parks, streetscapes, and public grounds; the construction, reconstruction and repairing of street, sidewalk, skywalk, trail, alley, public ground, marketplace, bridges, pedestrian underpasses and overpasses, and intersection improvements; the acquisition, construction and improvement of real and personal property useful for the protection of property from floods or high waters, including flood control, levees, embankments, waterway, storm water and drainage improvements; the removal or replacement of dead or diseased trees; the acquisition and demolition of dangerous or dilapidated buildings, structures or properties, or funding housing assistance; the reconstruction and improvement of dams; acquiring, developing and improving of a geographic computer data base system suitable for automated mapping and facilities management; the reconstruction and improvement of the city airport; acquisition of communication equipment and other emergency services communication equipment and systems.

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

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

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

(To be published between: February 13, 2024 and February 20, 2024)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED ISSUANCE OF NOT TO EXCEED
\$4,200,000 GENERAL OBLIGATION BONDS OF THE CITY
(FOR ESSENTIAL CORPORATE PURPOSES), AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 4th day of March, 2024, at _____ .M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$4,200,000 General Obligation Bonds, for essential corporate purposes, to provide funds to pay the costs of the acquisition, improvement and installation of traffic control devices, signage equipment and software, fixtures, equipment and improvements, including but not limited to traffic signal, pavement markings, traffic safety, fiber optics installation, street light fixtures, connections and facilities, and cameras; the acquisition of vehicles and equipment for the Police and Fire Departments; the acquisition of vehicles and equipment for the street, zoning, public works and sign and traffic departments; the rehabilitation and improvement of City parks and the acquisition, repair and replacement of facilities, equipment and improvements commonly found in City parks; the removal, replacement and planting of trees in parks, streetscapes, and public grounds; the construction, reconstruction and repairing of street, sidewalk, skywalk, trail, alley, public ground, marketplace, bridges, pedestrian underpasses and overpasses, and intersection improvements; the acquisition, construction and improvement of real and personal property useful for the protection of property from floods or high waters, including flood control, levees, embankments, waterway, storm water and drainage improvements; the removal or replacement of dead or diseased trees; the acquisition and demolition of dangerous or dilapidated buildings, structures or properties, or funding housing assistance; the reconstruction and improvement of dams; acquiring, developing and improving of a geographic computer data base system suitable for automated mapping and facilities management; the reconstruction and improvement of the city airport; acquisition of communication equipment and other emergency services communication equipment and systems.

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

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

Dated this _____ day of _____, 2024.

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

(End of Notice)

PASSED AND APPROVED this 5th day of February, 2024.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF BLACK HAWK

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

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

(SEAL)

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

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

NOTICE OF PUBLIC HEARING
(Not to Exceed \$4,200,000 General Obligation Bonds) (ECP-1)

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

_____, 2024.

WITNESS my official signature this _____ day of _____, 2024.

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

(SEAL)

ITEMS TO INCLUDE ON AGENDA FOR FEBRUARY 5, 2024

CITY OF WATERLOO, IOWA

Not to Exceed \$700,000 General Obligation Bonds (GCP-2)

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

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

February 5, 2024

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION FIXING DATE FOR A MEETING ON THE
PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF
WATERLOO, STATE OF IOWA (FOR GENERAL
CORPORATE PURPOSES), AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$700,000, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ .M., on the 4th day of March, 2024, for the purpose of taking action on the matter of the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of city building and facilities, including recreation buildings, fire stations, community centers, and other public buildings, and also including the acquisition and installation of security equipment for such city facilities; and the construction, reconstruction, improvement, renovation, and equipping of downtown parking ramps and garages; the acquisition and equipping of airport enterprises, and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

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

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

(To be published between: February 13, 2024 and February 20, 2024))

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION BONDS OF THE CITY
(FOR GENERAL CORPORATE PURPOSES), AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 4th day of March, 2024, at _____ .M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of city building and facilities, including recreation buildings, fire stations, community centers, and other public buildings, and also including the acquisition and installation of security equipment for such city facilities; and the construction, reconstruction, improvement, renovation, and equipping of downtown parking ramps and garages; the acquisition and equipping of airport enterprises.

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

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

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

Dated this _____ day of _____, 2024.

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

(End of Notice)

PASSED AND APPROVED this 4th day of March, 2024.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

NOTICE OF PUBLIC HEARING
(Not to Exceed \$700,000 General Obligation Bonds) (GCP-2)

_____, 2024.

WITNESS my official signature this _____ day of _____, 2024.

(SEAL)

ITEMS TO INCLUDE ON AGENDA FOR FEBRUARY 5, 2024

CITY OF WATERLOO, IOWA

Not to Exceed \$700,000 General Obligation Bonds (GCP-3)

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

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

February 5, 2024

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION FIXING DATE FOR A MEETING ON THE
PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF
WATERLOO, STATE OF IOWA (FOR GENERAL
CORPORATE PURPOSES), AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$700,000, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ .M., on the 4th day of March, 2024, for the purpose of taking action on the matter of the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of city building and facilities, including recreation buildings such as the Veterans Memorial Hall and fire stations; the equipping of city hall and other public buildings with technology upgrades, including the acquisition and installation of information technology and data management systems, including network, back-up and recovery, connectivity infrastructure, software, computer systems and server equipment; the reconstruction, improvement, renovation and equipping of public works garages and facilities; the acquisition of vehicles for various city departments, including the parks and building inspection departments, and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

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

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

(To be published between: February 13, 2024 and February 20, 2024))

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION BONDS OF THE CITY
(FOR GENERAL CORPORATE PURPOSES), AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 4th day of March, 2024, at _____ .M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the construction, reconstruction, improvement, renovation, and equipping of city building and facilities, including recreation buildings such as the Veterans Memorial Hall and fire stations; the equipping of city hall and other public buildings with technology upgrades, including the acquisition and installation of information technology and data management systems, including network, back-up and recovery, connectivity infrastructure, software, computer systems and server equipment; the reconstruction, improvement, renovation and equipping of public works garages and facilities; the acquisition of vehicles for various city departments, including the parks and building inspection departments.

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

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

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

Dated this _____ day of _____, 2024.

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

(End of Notice)

PASSED AND APPROVED this 4th day of March, 2024.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF BLACK HAWK

)

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

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

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

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

NOTICE OF PUBLIC HEARING
(Not to Exceed \$700,000 General Obligation Bonds) (GCP-3)

, 2024.

WITNESS my official signature this _____ day of _____, 2024.

(SEAL)

ITEMS TO INCLUDE ON AGENDA FOR FEBRUARY 5, 2024

CITY OF WATERLOO, IOWA

Not to Exceed \$700,000 General Obligation Bonds (GCP-4)

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

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

February 5, 2024

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED \$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF WATERLOO, STATE OF IOWA (FOR GENERAL CORPORATE PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

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

RESOLUTION FIXING DATE FOR A MEETING ON THE
PROPOSITION OF THE ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION BONDS OF THE CITY OF
WATERLOO, STATE OF IOWA (FOR GENERAL
CORPORATE PURPOSES), AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should issue General Obligation Bonds, to the amount of not to exceed \$700,000, as authorized by Section 384.26, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out general corporate purpose project(s) as hereinafter described; and

WHEREAS, the Issuer has a population of more than 5,000 but not more than 75,000, and the Bonds for these purposes do not exceed \$700,000; and

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

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

Section 1. That this Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ .M., on the 4th day of March, 2024, for the purpose of taking action on the matter of the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, the proceeds of which bonds will be used to provide funds to pay the costs of the renovation, construction, improvement and equipping of recreation buildings and grounds, including the Center for the Arts, Dunsmore House, Riverfront Stadium, Young Arena, the golf course, the Cedar Valley Sportsplex, tennis courts and ball diamonds and other sports facilities, and shall bear interest at a rate not exceeding the maximum specified in the attached notice.

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

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

(To be published between: February 13, 2024 and February 20, 2024))

NOTICE OF MEETING OF THE CITY COUNCIL OF THE
CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED ISSUANCE OF NOT TO EXCEED
\$700,000 GENERAL OBLIGATION BONDS OF THE CITY
(FOR GENERAL CORPORATE PURPOSES), AND THE
HEARING ON THE ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 4th day of March, 2024, at _____ .M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the Council proposes to take additional action for the issuance of not to exceed \$700,000 General Obligation Bonds, for general corporate purposes, bearing interest at a rate of not to exceed nine (9) per centum per annum, the Bonds to be issued to provide funds to pay the costs of the renovation, construction, improvement and equipping of recreation buildings and grounds, including the Center for the Arts, Dunsmore House, Riverfront Stadium, Young Arena, the golf course, the Cedar Valley Sportsplex, tennis courts and ball diamonds and other sports facilities.

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

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

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

Dated this _____ day of _____, 2024.

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

(End of Notice)

PASSED AND APPROVED this 4th day of March, 2024.

Quentin Hart, Mayor

ATTEST:

Kelley Felchle, City Clerk

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF BLACK HAWK)

NOTICE OF PUBLIC HEARING
(Not to Exceed \$700,000 General Obligation Bonds) (GCP-4)

, 2024.

WITNESS my official signature this _____ day of _____, 2024.

(SEAL)



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Marty Petersen, City Attorney
Legal Department Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving Amendment No. 3 to the Customer Agreement originally executed on August 17, 2017, for an automated red light and speed enforcement program with SensysGatso of Beverly, Massachusetts, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

The Parties now desire to make additional modifications, including changing and extending the term and changing the per paid citation fee.

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 Third Amendment Feb2024

Third Amendment of the Agreement

This Third Amendment (“Third Amendment”) is effective as of February ____, 2024 (the “Amendment Effective Date”), is made by and between Sensys Gatso USA, Inc. (“Sensys Gatso”) and the City of Waterloo, Iowa (the “Customer” or “City”), and further amends the Customer Agreement, dated August 7 2017, by and between Sensys Gatso and the City. All capitalized terms used and not otherwise defined in this First Amendment shall have the meanings set forth in the Agreement.

RECITALS

WHEREAS, The Parties entered into a Customer Agreement between the City of Waterloo and Sensys Gatso USA, Inc. for an automated red light and speed enforcement program on or about August 7, 2017 (the “Original Agreement”);

WHEREAS, On or about October 23, 2018, the parties amended various terms and conditions of the Original Agreement including the Per Paid Citation Fee and Per Issues Ticket Fee (the “First Amendment”). On or about August 7, 2020, the first of two automatic two-year extensions extended the term of the Original Customer Agreement (the “First Renewal Term”) to August 6, 2022. In 2021 the parties amended the terms of the Original Agreement to include terms relating to collection services (the “Second Amendment”). On or about August 7, 2022, the first of second automatic two-year extensions extended the term of the Original Customer Agreement (the “Second Renewal Term”) to August 6, 2024. Collectively, the Original Customer Agreement, the First Amendment, the First Renewal Term, the Second Renewal Term, and the Second Amendment, the “Agreement;” and

WHEREAS, The Parties now desire to make additional modifications herein, including changing and extending the term and changing the per paid citation fee.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree to amend the Agreement as follows:

TERMS AND CONDITIONS

1. **Initial Term; Extensions.** The first two (2) sentences of Subsection 1.1 of the Agreement are hereby deleted and replaced with the following two (2) sentences:
 - 1.1. Initial Term; Extensions. This Agreement shall commence on the Amendment Effective Date and continue for a period of five (5) years (the “Initial Term”). Upon expiration of the Initial Term, the Agreement will automatically renew for two (2) subsequent two (2) year terms (each a “Renewal Term” and, collectively with the Initial Term, the “Term”), unless either party provides a written notice to terminate not later than thirty (3) days prior to expiration of the then-current Initial Term or Renewal Term.
2. **Compensation.** In Subsection 2.1.1, the “Per Paid Citation Fee” of \$36.00 shall change to \$27.00.

3. **Notices.** The party information for “Gatso” shall be deleted and replaced with the following:

Gatso: Sensys Gatso USA, Inc.
Attn: Legal Department
900 Cummings Center, 316-U
Beverly, MA 01915

4. This Third Amendment constitutes the entire agreement and understanding concerning the subject matter addressed herein, and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning the subject matter hereof. Each party expressly acknowledges that they have not relied on any representations, oral or otherwise, in signing this Third Amendment, except for those expressly stated herein. Except as amended hereby and as previously amended, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be executed by their respective authorized representatives.

AGREED TO:

Sensys Gatso USA, Inc.

By: _____
Name: Bill Braden
Title: President and Managing Director

Date: _____

AGREED TO:

The City of Waterloo, Iowa

By: _____
Name: _____
Title: _____

Date: _____



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving award of bid to Price Industrial Electric, Inc., of Robins, Iowa, in the amount of \$2,095,065.57, approving the contract, bond and certificate of insurance, in conjunction with the FY 2024 Fiber-Optic Outside Plant (OSP), Economic Development Administration (EDA) Award Number 05-79-06185, Contract No. 1086, 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

1. 11.30.23 FY24 Fiber (OSP), Cont. No. 1086
2. Certificate
3. Perf and Payment Bonds
4. Contract

FY2024 FIBER OPTIC OUTSIDE PLANT (OSP)
Cont. No. 1086

Bid Tab: November 30, 2023

Estimate: \$2,503,945.31

Bidder	Bid Security	Total Bid Amount
MP Nexlevel, LLC Maple Lake, MN	5%	\$2,433,323.79
Price Industrial Electric Robins, IA	5%	\$2,095,065.87



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/25/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukegan IA 50263	CONTACT NAME: Sarah Tritz PHONE (A/C, No, Ext): 515-223-6813 E-MAIL ADDRESS: stritz@holmesmurphy.com	FAX (A/C, No):
INSURED Price Industrial Electric, Inc. 405 N Troy Rd Robins, IA 52328	INSURER(S) AFFORDING COVERAGE INSURER A : Middlesex Insurance Company INSURER B : Berkley Assurance Company INSURER C : Travelers Property Casualty Co. America INSURER D : INSURER E : INSURER F :	NAIC # 23434 39462 25674

COVERAGES

CERTIFICATE NUMBER: 1521668945

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR Ded - \$1,000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			A0207618002	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			A0207618001	11/1/2023	11/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			A0207618004	11/1/2023	11/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	A0207618003	11/1/2023	11/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B C C	Prof./Pollution Excess Umbrella Leased/Rented Equip			PCXN50214291122 EX8S08299A23NF QT6308S387409TIL23	11/1/2022 11/1/2023 11/1/2023	11/1/2024 11/1/2024 11/1/2024	Occ/Agg Occur/Aggregate Limit 1M/2M 5,000,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Reference: FY 2024 Fiber-Optic Outside Plant (OSP)

Additional Insured (CGL): City of Waterloo, when required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**City of Waterloo
715 Mulberry Street
Waterloo IA 50703
USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Price Industrial Electric, Inc. of Robins, Iowa
(the "Principal"), and Swiss Re Corporate Solutions America Insurance Corporation of Kansas City, Missouri
(the "Surety"), are held and firmly bound unto the City of Waterloo, Iowa (the "Obligee"), in the penal sum of Two Million, Ninety-five Thousand, Sixty-Five & 57/100 Dollars (\$2,095,065.57), lawful money of the United States, for the payment of said sum in connection with a contract (the "Contract") dated on or about _____ for the purpose of FY 2024 Fiber-Optic Outside Plant (OSP) Construction, Economic Development Administration (EDA), Award Number 05-79-06185, Contract No. 1086, Waterloo, IA. The Contract is incorporated herein by reference as though fully set forth herein.

Whenever the Principal shall be and is declared by the Obligee to be in default under the Contract, with the Obligee having performed its obligations in the Contract, then the Surety, acknowledging that time is of the essence, may promptly remedy the default, or shall promptly undertake to:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain one or more bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or negotiated proposal, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, or negotiated proposal, arrange for a contract between such party and the Obligee. The Surety will make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price. The cost of completion includes responsibilities of the Principal for correction of defective work and completion of the Contract, the Obligee's legal and design professional costs resulting directly from the Principal's default, and liquidated damages or actual damages if no liquidated damages are specified in the Contract. The term "balance of the Contract price" means the total amount payable by the Obligee to the Principal under the Contract and any amendments thereto, less the amount properly paid by the Obligee to the Principal; or
3. Determine the amount for which it is liable to the Obligee and pay the Obligee that amount as soon as practicable.

In the event this bond is enforced, Principal and Surety agree to indemnify Obligee and hold Obligee harmless from and against any and all costs of enforcement, including but not limited to reasonable attorneys' fees and expenses.

Every Surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent to each and all of the following matters, without notice:

1. To any extension of time to the Contract in which to perform the Contract.
2. To any change in the plans, specifications, or Contract when such change does not involve an increase of more than twenty percent (20%) of the total Contract price, and shall then be released only as to such excess increase.
3. That no provision of this bond or of any other contract shall be valid which limits to less than one (1) year from the time of the acceptance of the work the right to sue on this bond for defect in workmanship or material not discovered or known to the Obligee at the time such work was accepted.

If the Principal performs the Contract, then this bond shall be null and void; otherwise it shall remain in full force and effect. In no event shall the Surety's total obligation exceed the penal amount of this bond.

Terms used herein shall include, as appropriate, the singular or plural number, or the masculine, feminine or neuter gender.

IN WITNESS WHEREOF, the undersigned Principal and Surety have executed this Performance Bond as of _____.

PRINCIPAL

Price Industrial Electric, Inc.

Name _____

By: 

Title: Sr Project Manager

SURETY

Swiss Re Corporate Solutions America
Insurance Corporation

Name _____

By: 

Title: Anne Crowner, Attorney-in-Fact

[attach Power of Attorney]

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond:

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Price Industrial Electric, Inc.

(Name of Contractor)

405 N. Troy Rd., Robins, IA 52328

(Address of Contractor)

a Coporation, hereinafter called Principal, and,
(Corporation, Partnership or Individual)

Swiss Re Corporate Solutions America Insurance Corporation

(Name of Surety)

1200 Main Street, Suite 800, Kansas City, MO 64105

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto City of Waterloo
(Name of Owner)

715 Mulberry Street, Waterloo, IA 50703

(Address of Owner)

hereinafter called OWNER, in the penal sum of Two Million, Ninety-five Thousand, Sixty-Five & 57/100
Dollars,(\$ 2,095,065.57) in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and
assigns, jointly and severally, firmly by these presents. THE CONDITION OF THIS OBLIGATION is such that
whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of
_____20____, a copy of which is hereto attached and made a part hereof for the construction of:

FY 2024 Fiber-Optic Outside Plant (OSP) Construction, Economic Development Administration (EDA), Award

Number 05-79-06185, Contract No. 1086, Waterloo, IA

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS,
and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for
in such contract, and any authorized extension or modification thereof, including all amounts due for
materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed
or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and
for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall
be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to the WORK to be performed
thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this
BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS HEREOF, this instrument is executed in three (3) counterparts, each one of which, shall be deemed an original, this the 24 day of January 2024.

ATTEST:

Price Industrial Electric, Inc.

(Principal)

Chad Kelly
(Principal) Secretary

(SEAL)



By: [Signature] (s)

405 N. Troy Rd.

(Address)

Robins, IA 52328

Witness as to Principal

405 N. Troy Rd.

(Address)

Robins, IA 52328

Swiss Re Corporate Solutions America Insurance Corporation

Surety

By: [Signature]

Attorney-in-Fact Anne Crowner

Holmes, Murphy and Associates LLC

(Address)

2727 Grand Prairie Parkway Waukegan, IA 50263

ATTEST:

Jamie Gifford
Witness as to Surety Jamie Gifford

Holmes, Murphy and Associates LLC

(Address)

2727 Grand Prairie Parkway Waukegan, IA 50263

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

If this project includes Federal Funds, the following applies to the payment bond:

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, CINDY BENNETT, ANNE CROWNER, TIM McCULLOH, DIONE R. YOUNG,
SETH ROOKER, JENNIFER MARINO, JOSEPH TIERNAN, KATE ZANDERS, SARA HUSTON, JOHN CORD, and AMY HUYNH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 18TH day of OCTOBER, 20 23

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 18TH day of OCTOBER, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this day of , 20 .

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

FORM OF CONTRACT
FOR THE CONSTRUCTION OF
FY 2024 FIBER-OPTIC OUTSIDE PLANT (OSP) CONSTRUCTION,
ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) AWARD NUMBER 05-79-06185
CITY OF WATERLOO, IOWA
CONTRACT NO. 1086

This contract made and entered into this _____ day of _____, 20____, by and between the City of Waterloo, Iowa,

a Municipal Corporation, (hereinafter referred to as City), and PRICE INDUSTRIAL ELECTRIC, INC.

of ROBINS, IOWA, hereinafter referred to as Contractor), WITNESSETH:

- PAR. 1 Contractor agrees to build and construct the **FY 2024 FIBER-OPTIC OUTSIDE PLANT (OSP) CONSTRUCTION, ECONOMIC DEVELOPMENT ADMINISTRATION (EDA) AWARD NUMBER 05-79-06185, Contract No. 1086**, and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanship-like manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.
- PAR. 2 It is understood and agreed that the resolution adopted by the City Council ordering the construction of the improvement, the Notice to Contractors as published, the Instruction to Bidders, the Form of Proposal, the Construction and Maintenance Bonds, the Council Proceedings relating to this matter, and the Plans and Specifications shall all be considered as forming a part of the contract the same as though they were each set out in said contract.
- PAR. 3 The Contractor agrees to furnish at its own cost and expense, all necessary materials and labor for said work and to construct said improvements in a thorough, substantial, and workmanlike manner, and in strict accordance with the requirements of this contract, and of the plans and specifications made a part hereof by reference, and to the satisfaction and approval of the City and its engineer.
- PAR. 4 The Contractor agrees to perform said work and install said improvements on the terms set out in bid or proposal to the City which has been accepted by the City and which is by reference made a part of this contract.
- PAR. 5 The Contractor agrees to commence said work within ten (10) working days after receipt of "Notice to Proceed" and all items shall be completed within 364 days of City Council Approval on Jan 2, 2024 or an effective end date of December 31, 2024.
- PAR. 6 Should the Contractor fail to complete said improvements in strict accordance with the terms and conditions of this contract, or the plans and specifications therefor promptly by the date herein specified, the City may pay such additional sums as it may be required to pay by reason of the failure of said contractor and deduct any and all such sums from any amount then due the Contractor.

- PAR. 7 The Contractor agrees to comply with and obey all ordinances of the City of Waterloo, Iowa, relating to the obstruction of streets and alleys, keeping open passage ways for water, traffic, and protecting any excavations in any street or alley, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness, to see that the backfilling is properly done, and agrees to keep the City whole and defend any and all suits that may be brought against the City by reason of any injuries that may be sustained by any person or property allegedly caused by the Contractor, or his agents, while work is done pursuant to this agreement.
- PAR. 8 The Contractor agrees that in the event a law suit is brought against the City for damages allegedly sustained by reason of any act, omission or negligence of the Contractor or its agents, or on account of any injuries allegedly sustained by reason of any obstruction, hole, depression or barrier placed or dug by the defendant or its agents, in the doing of the work herein contracted for, that it will defend said suit and save the City harmless therein, and in case judgment is rendered against the City, the Contractor agrees to pay the same promptly. The Contractor agrees to carry public liability insurance in a solvent company in a sufficient amount to protect the City and those who use the streets of the City.
- PAR. 9 The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to make any test or any material to be used in such work. No material shall be used in any work until the same has first been approved by the construction reviewer. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City Engineer.
- PAR. 10 Any material, which has been rejected by the construction reviewer, shall be at once removed from the line of work and shall not be again taken thereon or placed with the material proposed to be used without the written consent of the City Engineer.
- PAR. 11 The Contractor shall maintain no cause of action against the City on account of delays and prosecution of work, but if said work is delayed by the City, the Contractor shall have such extra time for completion of the job as was lost by reason of the delay caused by the City.
- PAR. 12 The Contractor agrees to pay punctually all just claims of labor, material, men, or subcontractors who shall perform labor or furnish materials entering into this improvement. It is agreed that the City need not pay the Contractor until all such claims are paid by the Contractor. It is agreed that the City shall not be liable for said labor, material, or men under this contract.
- PAR. 13 The Contractor agrees to furnish the City, simultaneously with this contract, a bond on a form to be provided by the City in the amount provided by law as stated in the Notice to Bidders, which shall be for the benefit of the City, and any and all persons injured by the breach of any of the terms of this contract. Said bond shall be filed with the City Clerk and shall be subject to the approval of the City Council, and is by reference made a part of this contract.
- PAR. 14 The Contractor agrees that should it abandon work under this contract or cease the prosecution thereof for a period of thirty (30) consecutive days without reasonable cause, and should it fail to proceed with said work within ten (10) days after a notice to continue or carry it on has been mailed to it at the address given herein by the City, or after such notice has been served on it, then the City may proceed to complete said work, using any material, tools, or machinery found along said line of work, doing the work either by contract or as it may elect, and the Contractor and the sureties on its bond shall be liable to the City for the costs and expenses so paid out.

Said costs shall be retained by the City from any compensation due, or to become due the Contractor, and may be recovered by the City in an action upon Contractor's bond.

- PAR. 15 In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations, and conditions hereof, or contained in the various instruments made a part of this contract by reference, and upon completion and acceptance of said work, the City agrees to pay to the Contractor, in the manner set out in the Notice to Contractors, the amount of money due the Contractor for work performed and accepted, at the unit prices set out in the Contractor's proposal, which has been accepted by the City.
- PAR. 16 The total amount of the contract, based on the Engineer's estimates of quantities and the Contractor's unit bid prices, and for which 100% surety bond is required is **\$2,095,065.57.**
- PAR. 17 After the completion of said work, the Contractor agrees to remove all debris and clean-up said streets, and to save the City harmless from any damage allegedly resulting from a failure to clean up and remove the debris or put the street back in a proper condition for travel.
- PAR. 18 This contract is not divisible, but in the event of a conflict between this contract and the various instruments incorporated by reference, this contract shall govern.
- PAR. 19 Before the Contractor shall be entitled to receive final payment for work done under this contract, it shall execute and file a bond in the penal sum of not less than 100% of the total amount of the contract, same to be known as "Maintenance Bond," and which bond must be approved by the City Council, and which bond is in addition to the bond given by the Contractor to guarantee the completion of the work.
- PAR. 20 The Contractor shall maintain all work done hereunder in good order for the period of two (2) years from and after the date it is accepted by the Council of the City of Waterloo, Iowa. Said maintenance shall be made without expense to the City or the abutting property. In the event of the failure or default of the Contractor to remedy any or all defects appearing in said work within a period of two (2) years from the date of its acceptance by said Council, and after having been given ten (10) days notice so to do by registered letter deposited in the United States Post Office in said town, addressed to said contractor at the address herein given, then the City may proceed to remedy such defects. The costs and expenses thereof to be recovered from the Contractor and the sureties on its maintenance bond by an action brought in any court of competent jurisdiction.
- PAR. 21 The Contractor shall give notice to said City by registered letter directed to the Mayor or City Clerk/Auditor thereof not more than four (4) and not less than three (3) months prior to the expiration of the term during which the Contractor is required to maintain said improvements, in good repair by the terms of its Contract. The liability of the Contractor and of the sureties on its bond for maintenance of the said improvements shall continue until three (3) months after such notice has been given to the City, and, in any event, until two (2) years after the acceptance of the work.

CITY OF WATERLOO, IOWA

Mayor

City Clerk

Price Industrial Electric Inc
Contractor

BY: [Signature]

Title: Sr Project Manager

Approved by the City Council of the City of Waterloo, Iowa, this _____ day of _____, 20__.

ATTEST: _____, City Clerk
Waterloo, Iowa



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Airport Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving award of bid to Peters Construction Corporation of Waterloo, Iowa in the amount of \$98,942.10, approving the contract, bonds, and certificate of insurance, in conjunction with the Airport CARES Maintenance Grant, AIP 3-19-0094-048, Hangar No. 4 Mold Remediation Project, and authorizing the Mayor and City Clerk to execute said documents.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Mold Recommendation of Award 012624

2. Airport Mold remediation Bid Tab
3. Waterloo Airport Hangar 4 Mold Remediation Contract Signed by Peters Construction
4. Waterloo-Regional-A_Peters-Construc_23-24-(001)---G_1-29-2024_1224707260
5. Waterloo Airport Hangar 4 Mold Remediation Bond Signed

January 26, 2024

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

**SUBJECT: Hangar No. 4 (Mold Remediation)
Waterloo Regional Airport
Waterloo, Iowa
FAA AIP 3-19-0094-048 (CARES)
AECOM Project No. 60675091**

Dear Mr. Kaspari:

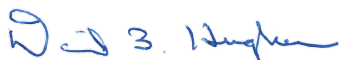
We have reviewed the bids received by the City of Waterloo on January 25, 2024, for the above-mentioned project. A copy of the bid tabulation is attached.

Two (2) quotes were received. All quotes were received and tabulated. No errors were found on any of the proposal forms, except for a \$1.70 rounding difference on Modern Builders proposal form. The low quote was received from Peters Construction Corporation with their base bid amount of \$98,942.10. The quote was higher than the Engineer's Estimate of Probable Construction Cost by \$6,312.10.

We recommend that the project be awarded to Peters Construction Corporation of Waterloo, Iowa for a total project cost of \$98,942.10. This project has been determined to be eligible for funding utilizing CARES funds with 100% Federal Participation requiring no local match.

If you have any questions or require additional information, please feel free to contact our office at your convenience.

Yours sincerely,



David B. Hughes, P.E.
Project Manager

TABULATION OF BIDS WATERLOO REGIONAL AIRPORT HANGAR NO. 4 (MOLD REMEDIATION) FAA AIP PROJECT NO. 3-19-0094-048 (CARES) AECOM PROJECT NO. 60675091 January 25, 2024									
				Engineer's Estimate		Modern Builders, Inc.		Peters Construction Corporation	
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	CEILING TILE REMOVAL	SF	4,850.00	\$ 3.00	\$ 14,550.00	\$ 3.51	\$ 17,023.50	\$ 3.95	\$ 19,157.50
2	CARPET REMOVAL	SF	1,050.00	\$ 5.00	\$ 5,250.00	\$ 7.41	\$ 7,780.50	\$ 6.90	\$ 7,245.00
3	WALL PANELING REMOVAL	SF	1,160.00	\$ 3.00	\$ 3,480.00	\$ 5.03	\$ 5,834.80	\$ 3.86	\$ 4,477.60
4	WALL SURFACE TREATMENT	SF	9,250.00	\$ 1.50	\$ 13,875.00	\$ 3.21	\$ 29,692.50	\$ 3.26	\$ 30,155.00
5	WALL PAINT	SF	9,250.00	\$ 2.70	\$ 24,975.00	\$ 3.06	\$ 28,305.00	\$ 2.42	\$ 22,385.00
6	DRYWALL REPLACEMENT	SF	900.00	\$ 25.00	\$ 22,500.00	\$ 10.74	\$ 9,666.00	\$ 15.58	\$ 14,022.00
7	ASBESTOS TESTING	LS	1.00	\$ 8,000.00	\$ 8,000.00	\$ 925.00	\$ 925.00	\$ 1,500.00	\$ 1,500.00
BASE BID TOTAL				\$ 92,630.00		\$ 99,227.30		\$ 98,942.10	

*The Modern Builders total in this Bid Tab is \$1.70 less than the total submitted by Modern Builders in their quote. This discrepancy is due to rounding.

Tabulated by: _____
AECOM

CONTRACT
FOR
HANGAR NO. 4
(Mold Remediation)
FAA AIP 3-19-0094-048

AT THE
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the Waterloo Regional Airport for the City of Waterloo, Black Hawk County, Iowa, hereinafter referred to as the "Owner" and Peters Construction Corporation a corporation organized and existing under the laws of the State of Iowa, hereinafter referred to as the "Contractor."

WITNESSETH: That the Contractor for and in consideration of (\$98,942.10), based on the unit bid prices payable as set forth in the Specifications constituting a part of this Contract, hereby agrees to construct in accordance with the Plans, Specifications and Special Provisions therefore, and in the location designated on the Plans, the various items of work awarded said Contractor on the _____ day of _____, 2024, as follows, being numbered one (1) through seven (7) as shown in schedule of prices bid in the attached Proposal which is a part of this Contract.

Said Specifications and Plans are hereby made a part of and the basis of this Agreement and a true copy of said Plans and Specifications is now with the Waterloo Regional Airport in the office of the Director of Aviation, Waterloo, Iowa, under date of _____, 2024.

1. That in consideration of the foregoing, the Owner hereby agrees to pay the Contractor promptly and according to the requirements of the Specifications, the amounts set forth, subject to the conditions as set forth in the Specifications.
2. That it is understood that the parties named herein are the only persons interested in this Contract and principals.
3. That the Contractor has examined the site of the proposed work, Specifications, Special Provisions and Contract Documents in order that he might become familiar with the character, quality, and quantity of the work to be performed, the materials to be furnished and the requirements of the Specifications, Special Provisions and Contract Documents.
4. It is hereby further agreed that any reference herein to the "Contract" shall include all "Contract Documents" for the Waterloo Regional Airport, **FAA Project No. 3-19-0094-048 Hangar No. 4 (Mold Remediation)** and said "Contract Documents" are hereby made a part of this agreement as fully as if set out at length herein, and that this contract is limited to the items in the proposal as signed by the "Contractor" and included in the "Contract Documents."
6. That the Contractor shall not commence any work to be performed under this Contract until he has obtained from responsible insurance companies, all insurance required, as set forth in the General Provisions and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this Contract has been accepted by the Owner.
7. That the Contractor shall not start working on any alterations requiring a supplemental agreement until the agreement setting forth the adjusted price shall be executed by the Owner and the Contractor.
8. That the Contractor, at all times, shall observe and comply with all federal, state, territory or possession and local laws, codes, ordinances and regulations in any manner affecting the conduct of the work, and the Contractor and his surety shall indemnify and save harmless the Owner and all his officers, Engineer, agents and servants against claims or liability arising from or based on the violation of any such law, ordinance, deregulation, order or decree, whether by himself or his employees.

9. That it is further understood and agreed by the parties to this Contract that the above work shall be commenced within 10 days after "Instructions to Offerors" and shall be completed according to the terms of the entire contract by March 15, 2024, as established in the Instructions to Offerors. Failure to complete within the allotted time will result in assessment of liquidated damages in the amount of \$500.00 per calendar day for each day in excess of the authorized contract time.
10. The Contractor and Owner understand and agree that time is of essence for completion of the Work and that the Owner will suffer additional expense and financial loss if said work is not completed within the authorized Contract Time. Furthermore, the Contractor and Owner recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the Contractor expressly agrees to pay the Owner as liquidated damages the non-penal sum of \$500.00 per day for each calendar day required in excess of the authorized Contract Time for the overall contract.

Furthermore, the Contractor understands and agrees that:

- a. the Owner has the right to deduct from any moneys due the Contractor, the amount of said liquidated damages.
 - b. the Owner has the right to recover the amount of said liquidated damages from the Contractor, Surety, or both.
11. The Contractor understands and agrees that all certifications made by the Contractor within the Proposal shall apply under this Agreement as if fully rewritten herein. The Contractor further certifies the following:

a. Certification of Eligibility (29 CFR Part 5.5)

- (1) By entering into this contract, the Contractor certifies that neither he or she nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- (3) The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)

The federally assisted construction Contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Bidder certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause, which is to be incorporated in the contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

12. It is further understood that any action in court against the Contractor or sureties on his bond because of damage to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the Specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa in and for Black Hawk County.

13. Second Party shall maintain all work done hereunder in good order for a period of 12 months from and after the date it is accepted by the Waterloo Regional Airport, City of Waterloo, Iowa, which maintenance shall be without expense to First Party or the abutting property. In the event of the failure or default of Second Party to remedy any or all defects appearing in said work within a period of 12 months from the date of its acceptance by said Board and after having been given ten (10) days' notice so to do by registered letter deposited in the United States Post Office in said City, addressed to said Contractor at the address herein given, then First Party may proceed to remedy such defects and the cost and expenses thereof may be recovered from said Second Party by action brought in any court of competent jurisdiction, but such suit may be brought in the District Court of Black Hawk County, Iowa.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purpose herein expressed to this and three other instruments of like tenor, as of the _____ day of _____, 2024.

CITY OF WATERLOO

By _____
Mayor

ATTEST:

Secretary

CONTRACTOR

Peters Construction Corporation

Firm Name

By 
Signature

President

Title

901 Black Hawk Rd Waterloo IA 50701

Business Address


Witness

Witness

Attachment "A"

PROPOSAL FORM
FOR
HANGAR NO. 4
(Mold Remediation)
FAA AIP 3-19-0094-048

AT THE
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

Waterloo Regional Airport
2790 Livingston Lane
Waterloo, IA 50703

Gentlemen:

1. The undersigned, being a Corporation existing under the laws of the State of Iowa, a Partnership consisting of the following partners: Bradley F Best - President of S Corp, having familiarized (himself) (themselves) (itself) with the existing conditions on the project area affecting the cost of the work, and with all the contract documents listed in the Table of Contents and Addenda (if any), as prepared by the City Engineer of the City of Waterloo now on file in the office of the City Clerk, City Hall, Waterloo, Iowa, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment, and services, including utility and transportation services required to construct and complete this **Hangar No. 4 (Mold Remediation) – FAA AIP 3-19-0094-048**, all in accordance with the above-listed documents and for the unit prices for work in place for the following items and quantities:

2. The extent of the work involved is as follows.

The **FAA 3-19-0094-048 Hangar No. 4 (Mold Remediation)** project which consists of removing ceiling tiles, carpet, and paneling from mold affected rooms within Waterloo Airport (ALO) Hangar No. 4 as shown in the Appendix of these contract documents. Walls shall be cleaned, treated, and painted.

3. The undersigned, in compliance with your Invitation for Bids dated 01/25/2024, hereby proposes to do the work called for in said Contract and Specifications and Addendum Nos. 1 & 2 and to furnish all materials, tools, labor and all appliances and appurtenances necessary for the said work at the following rates and prices:

ITEMIZED PROPOSAL
WATERLOO REGIONAL AIRPORT
WATERLOO, IOWA

PROJECT: • HANGAR NO. 4
(Mold Remediation)
FAA AIP PROJECT NO. 3-19-0094-048

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT QUOTE PRICE	TOTAL QUOTE PRICE
1	CEILING TILE REMOVAL	SF	4,850.0	\$ 3.95	\$19,157.50
2	CARPET REMOVAL	SF	1,050.0	\$ 6.90	\$7,245.00
3	WALL PANELING REMOVAL (SW OFFICE AREA)	SF	1,160.0	\$ 3.86	\$4,477.60
4	WALL SURFACE TREATMENT	SF	9,250.0	\$ 3.26	\$30,155.00
5	WALL PAINT	SF	9,250.0	\$ 2.42	\$22,385.00
6	DRYWALL REPLACEMENT	SF	900.0	\$ 15.58	\$14,022.00
7	ASBESTOS TESTING	LS	1.0	\$ 1,500.00	\$ 1,500.00
				TOTAL	\$ 98,942.10

4. The undersigned understands that the above quantities of work to be done are approximate only and are intended principally to serve as a guide in evaluating the bids. All quantities are subject to increase or decrease and are to be performed at the unit prices stipulated herein.
5. It is understood that the schedule of minimum wage rates, as established by the Secretary of Labor and included in the Specifications, are to govern on this project, and the undersigned certifies that he has examined this schedule of wage rates and that the prices bid are based on such established wage rates.
6. The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 26, Regulations of the Office of the Secretary of Transportation, to subcontract zero (0%) percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful competitor will be required to submit information concerning the DBE's that will participate in the contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. In the event that the apparent successful competitor for this solicitation qualified as a DBE, the contract goal shall be deemed to have been met. A bid that fails to meet these requirements will be considered nonresponsive.
7. The undersigned certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The undersigned certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The undersigned agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or any other reason. The undersigned agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed

subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, and that he will retain such certifications in his files.

8. The undersigned understands, award of contract is contingent upon receipt of project funding from the Federal Aviation Administration. If funding is not received, the project will be postponed.
9. The undersigned further agrees that if awarded the Contract, he will commence the work within ten (10) calendar days after the receipt of a "Notice to Proceed" and that he will substantially complete all work according to the terms of the entire contract within thirty (30) calendar days from the date established in the Notice to Proceed. An extension of time may be allowed when extra or additional work is ordered by the Engineer.
10. The undersigned agrees that within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months proceeding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
 - a. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
 - b. Has 50 or more employees.
 - c. Is a prime contractor or first tier subcontractor.
 - d. There is a contract, subcontract, or purchase order amounting to \$50,000 or more.
11. To satisfy Clear Air and Water Pollution Control Requirements on all Construction Contracts and Subcontracts exceeding \$100,000.00 Contractors and Subcontractors agree:
 - a. That any facility to be used in the performance of the Contract or to benefit from the Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities.
 - b. To comply with all the requirements of Section 306 of the Clean Air Act (42 USC 1857(h)), and Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Regulations (40 CFR Part (15)).
 - c. That as a condition for award of a Contract he shall notify the awarding official of the receipt of any communication from EPA indicating that a facility to be utilized for performance of or benefit from the Contract is under consideration to be listed on the EPA List of Violating Facilities.
 - d. To include or cause to be included in any Contract or Subcontract which exceeds \$100,000.00 the aforementioned criteria and requirements.
12. The contractor, by submission of this offer and/or execution of a contract, certifies that it:
 - a. is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States trade Representative (USTR).
 - b. has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.
 - c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a

foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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

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

13. The bidder/offeror certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this proposal that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify this statement, it shall attach an explanation to this solicitation/proposal.
14. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
15. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
16. The undersigned hereby declares that the only parties interested in this Proposal are named herein, that this Proposal is made without collusion with any other person, firm, or corporation, that no member of the Council, Waterloo Regional Airport or agent of the City of Waterloo, Iowa, is directly or indirectly financially interested in this bid.
17. Contractor certifies that all employees employed by Contractor or any subcontractor working on behalf of the Contractor are in compliance with the Immigration Reform Control Act of 1986 (IRCA) and indemnifies the Owner and holds harmless Owner for any violations of IRCA as a result of the Contractor's employees or his subcontractor's employees working on behalf of the Contractor on the Owner's project.
18. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities", in accordance with its instructions.
- c. The Undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$200,000 for each such failure.

19. BUY AMERICAN CERTIFICATE (Title 49 U.S.C. Chapter 501)

As a condition of bid responsiveness, the bidder must how it intend to comply with the Buy American preferences established under Title 49 U.S.C. Section 50101. Bidder must complete the attached Buy American certification. If the bidder requests a permissible waiver to the Buy America requirements, the Bidder identified as with the successful bid must submit a formal waiver request and component cost calculation within the prescribed time identified on the Buy America certification.

20. Drug Free Workplace, Act of 1988.

- a. By submission of this offer, the offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees that with respect to all employees of the offeror to be employed under a contract resulting from this solicitation, it will--no later than 30 calendar days after contract award (unless a longer period is agreed to in writing, for contracts of 30 calendar days or more performance duration;) or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed--
 - (1) Publish a statement notifying such employees that the unlawful manufacturer, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 - (2) Establish an on-going drug-free awareness program to inform such employees about--
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Contractor's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph a. (1) of this provision.
 - (4) Notify such employees in writing in the statement required by subparagraph a.(1) of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will--
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction.
 - (5) Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision a. (4) (b) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

- (6) Within 30 calendar days after receiving notice under subdivision a.(4)(b) of this provision of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace.
- (a) Take appropriate personnel action against such employee, up to and including termination; or
 - (b) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs a. (1) through a. (6) of this provision.
- b. By submission of its offer, the offeror, if an individual who is making an offer of any dollar value, certifies and agrees that other offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- c. Failure of the offeror to provide the certification required by paragraphs a. or b. of this provision, renders the offeror unqualified and ineligible for award. [See FAR 9.104-1(g) and 19.602-1a.(2)(a)].
- d. In addition to other remedies available to the Government, the certification in paragraphs a. or b. of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under title 18, United States Code, Section 1001.
21. Attachment to This Bid. The following documents are attached to and made a part of this Bid:
- a. Non-Collusion Affidavit of Prime Bidder.
 - b. Statement of Intent – Non-Discrimination and Equal Opportunity Statement.
 - c. Buy American Certification Statement.
 - d. Synopsis of Experience Record. (IDOT Certification may be substituted.)
 - e. Completed DBE forms "Utilization Statement" and "Letter of Intent."
22. The Bidder shall indicate whether the bid is submitted by a/an:
- ☐ Individual, Sole Proprietorship
 - ☐ Partnership
 - ☒ Corporation
 - ☐ Joint-venture: all parties must join-in and execute all documents
 - ☐ Other _____

Respectfully submitted,

By  Bidder
Signature
President
Title
901 Black Hawk Rd
Address
Waterloo, Iowa 50701
(Include Zip Code)
319-236-2003
Telephone No.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Iowa)
County of Black Hawk)ss

Bradley F Best

, being first duly sworn, deposes and says that:

(1) He is _____ (Owner, Partner, Officer, Representative, or Agent) _____ of

Peters Construction Corporation, the Bidder that has submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.

(3) Such bid is genuine and is not a collusive or sham bid.

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed)

Title **President**

Subscribed and sworn to before me

this 25 day of January, 2024

Marketing and Project Assistant
Title

My Commission Expires April 10, 2025



STATEMENT OF INTENT

NONDISCRIMINATION

AND

EQUAL OPPORTUNITY STATEMENT

The Contractor does hereby certify to the Waterloo Regional Airport, that no person shall, in any way, be favored or discriminated against because of his race, political or religious opinions and affiliations, national origins, sex, age, sexual orientation, gender identity, disability, color, creed, marital status, employee union or association membership or office herein.

If selected as the successful bidder, this contractor hereby agrees to file either a nondiscrimination and equal opportunity statement and/or an Affirmative Action Program.

Improvements to the Waterloo Regional Airport consisting of
Hangar No. 4
(Mold Remediation)
FAA AIP Project No. 3-19-0094-048

Peters Construction Corporation

COMPANY

Brad Best - President


EXECUTIVE OFFICER

Gabe Berger


AFFIRMATIVE ACTION OFFICER

ADDRESS OF THE AFFIRMATIVE ACTION OFFICER

901 Black Hawk Rd

Waterloo, Iowa 50701

PHONE NUMBER **319-236-2003**

SYNOPSIS OF EXPERIENCE RECORD

(This synopsis must accompany Proposal Form.)

Name of Bidder Peters Construction Corporation

Business Address 901 Black Hawk Rd Waterloo, Iowa 50701

Individual () Partnership () Corporation ☒ (Check One.)

Construction successfully completed within past five years similar in size, scope, and difficulty of construction to the work bid upon.

<u>Name of Owner</u>	<u>Name of Project</u>	<u>Location of Project</u>	<u>Amount of Contract</u>
1 <u>NewAldaya</u>	<u>Sena Rownd Remodel</u>	<u>Cedar Falls, IA</u>	<u>95,000</u>
2 <u>JSA</u>	<u>Storefront Remodel</u>	<u>Waterloo, IA</u>	<u>98,000</u>
3 <u>St. Patrick Church</u>	<u>Classroom Remodel</u>	<u>Cedar Falls, IA</u>	<u>265,000</u>
4 <u>Advanced Tech Serv</u>	<u>Exterior Remodel</u>	<u>Cedar Falls, IA</u>	<u>375,000</u>
5 <u>St. Stephens</u>	<u>Kitchen Remodel</u>	<u>Waterloo, IA</u>	<u>60,000</u>

<u>Number of Contract Days Allowed for Above Projects</u>	<u>Actual Number of Days to Complete above Project</u>
1 <u>150 Days</u>	<u>125 Days</u>
2 <u>140 Days</u>	<u>130 Days</u>
3 <u>150 Days</u>	<u>150 Days</u>
4 <u>TBD - Design in progress during construction</u>	<u>360 Days</u>
5 <u>50 Days</u>	<u>43 Days</u>

(Signed)  Peters Construction Corporation
Name of Company

(By) Bradley F Best

(TITLE) President

Date 01/25/2024

UTILIZATION STATEMENT

Disadvantage Business Enterprise

The undersigned bidder/offeree has satisfied the requirements of the bid specification in the following manner.
(Please mark the appropriate box)

- ☒ The bidder/offeree is committed to a minimum of 0% DBE utilization on this contract.
- ☐ The bidder/offeree, while unable to meet the DBE goal of _____%, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment demonstrating good faith efforts (GFE).

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

Peters Construction Corp.

Bidder's/Offeree's Firm Name



Signature

01/25/2024

Date

DBE UTILIZATION SUMMARY

<u>Percentage</u>	<u>Contract Amount</u>	<u>DBE Amount</u>	<u>Contract</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$ _____	_____ %

Note: If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

LETTER OF INTENT
Disadvantage Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer

Name: N/A

Address: _____

City: _____ State: _____ Zip: _____

DBE Firm:

DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Contact Person:

Name: _____ Phone: () _____

DBE Certifying Agency:

_____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification:

☐ Prime Contractor

☐ Subcontractor

☐ Joint Venture

☐ Manufacturer

☐ Supplier

Work item(s) to be performed by DBE	Description of Work Item	Quantity	Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ _____ Percent of total contract: _____ %

AFFIRMATION:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature) (Title)

Note: In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

BUY AMERICAN CERTIFICATION FORM FOR TOTAL FACILITY
(Building projects such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the Bidder or Offeror must complete, sign, date, and submit this certification statement with their proposal. The Bidder or Offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".



The Bidder or Offeror hereby certifies that it will comply with 49 USC. 50101 by:

- a) Only installing steel and manufactured products produced in the United States, or;
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the Bidder or Offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products.
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.



The Bidder or Offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type III or Type IV waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent Bidder or Offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type III Waiver – The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility". The required documentation for a Type III waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.

- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type IV Waiver -- Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type IV of waiver is:

- a) Detailed cost information for total project using US domestic product.
b) Detailed cost information for total project using non-domestic product.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

01/25/2024

Date

Peters Construction Corporation

Company Name



Signature **Bradley F Best**

President

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/29/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Great Plains, LLC 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	CONTACT NAME: Brenda Trogon PHONE (A/C, No, Ext): 515-237-0169 E-MAIL ADDRESS: brenda.trogdon@assuredpartners.com FAX (A/C, No): 515-237-0169														
License#: 1001000272 PETECON-01	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : United Fire & Casualty</td><td>13021</td></tr><tr><td>INSURER B : Lafayette Insurance Company</td><td>18295</td></tr><tr><td>INSURER C : Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : United Fire & Casualty	13021	INSURER B : Lafayette Insurance Company	18295	INSURER C : Nautilus Insurance Company	17370	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Peters Construction Corporation 901 Blackhawk Road Waterloo IA 50701															

COVERAGES**CERTIFICATE NUMBER:** 1224707260**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	60540094	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	60540094	8/1/2023	8/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	60540094	8/1/2023	8/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	30304618	8/1/2023	8/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability Pollution Liability			CPP2032596-13	8/1/2023	8/1/2024	Occurrence/Aggregate 2,000,000 Occurrence/Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT: Waterloo Regional Airport, FAA Project No. 3-19-0094-048 Hangar No. 4 (Mold Remediation)

Waterloo Regional Airport, the City of Waterloo and AECOM, and their agents, officers, and employees are Additional Insured - Vendors; Lessor of Leased Equipment; Managers or Lessors of Premises; Engineers, Architects or Surveyors Not Engaged by Named Insured; State or Government Agency or Subdivision - Permits or Authorizations when required in a written contract or agreement with respects to the General Liability policy per form CG7280 (07/17)

General Liability policy is primary and non-contributory where required by contract per form IL7105 (10/14)

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Waterloo Regional Airport
2790 Livingston Ln
Waterloo IA 50703

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY AssuredPartners Great Plains, LLC		NAMED INSURED Peters Construction Corporation 901 Blackhawk Road Waterloo IA 50701	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Waiver of Subrogation applies when agreed to in a written contract to the General Liability policy per form CG7280 (07/17)

Iowa Changes - Cancellation and Nonrenewal applies with respects to the General Liability policy per form IL0276 (09/08)

Waterloo Regional Airport, the City of Waterloo and AECOM, and their agents, officers, and employees are Additional insured when required in a contract, agreement or permit with respects to the Auto Liability policy per form CA7109 (01/17)

Auto Liability policy is primary when required in a written contract or agreement per form CA7109 (01/17)

Waiver of Subrogation applies to the Auto Liability when required in a contract, agreement or permit per form CA7109 (01/06)

Iowa Changes - Cancellation and Nonrenewal applies with respects to the Auto Liability policy per form IL0276 (09/08)

Waiver of subrogation applies to the Workers Compensation policy per form WC000313 (04/84)

Umbrella is Follow Form

 AIA Document A312™ – 2010

Performance Bond

Bond Number: 54256847

CONTRACTOR:

(Name, legal status and address)

Peters Construction Corporation

901 Blackhawk Road

Waterloo, Iowa 50701

OWNER:

(Name, legal status and address)

Waterloo Regional Airport for the City of Waterloo, Black Hawk County, Iowa

2790 Livingston Lane

Waterloo, IA 50703

CONSTRUCTION CONTRACT

Date: February 5, 2024

Amount: Ninety-Eight Thousand Nine Hundred Forty-Two and 10/100 Dollars
(\$98,942.10)

Description:

(Name and location)

FAA Project No. 3-19-0094-048 Hangar No. 4 (Mold Remediation)

SURETY:

(Name, legal status and principal place
of business)

United Fire & Casualty Company

P.O. Box 73909

Cedar Rapids, Iowa 52407-3909

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND

Date: February 5, 2024

(Not earlier than Construction Contract Date)

Amount: Ninety-Eight Thousand Nine Hundred Forty-Two and 10/100 Dollars
(\$98,942.10)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Peters Construction Corporation

Signature: 

Name Bradley F. Best

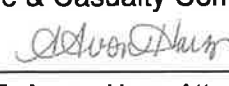
and Title: President

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

United Fire & Casualty Company

Signature: 

Name E. A. von Harz, Attorney-in-Fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AssuredPartners Great Plains LLC

4200 University Ave., Ste. 200

West Des Moines, Iowa 50266

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA[®] Document A312[™] – 2010

Payment Bond

Bond Number: 54256847

CONTRACTOR:

(Name, legal status and address)

Peters Construction Corporation

901 Blackhawk Road

Waterloo, Iowa 50701

OWNER:

(Name, legal status and address)

Waterloo Regional Airport for the City of Waterloo, Black Hawk County, Iowa

2790 Livingston Lane

Waterloo, IA 50703

CONSTRUCTION CONTRACT

Date: February 5, 2024

Amount: Ninety-Eight Thousand Nine Hundred Forty-Two and 10/100 Dollars
(\$98,942.10)

Description:

(Name and location)

FAA Project No. 3-19-0094-048 Hangar No. 4 (Mold Remediation)

BOND

Date: February 5, 2024

(Not earlier than Construction Contract Date)

Amount: Ninety-Eight Thousand Nine Hundred Forty-Two and 10/100 Dollars
(\$98,942.10)

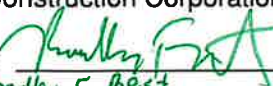
Modifications to this Bond: ☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Peters Construction Corporation

Signature: 

Name Bradley E. Best

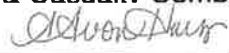
and Title: President

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: (Corporate Seal)

United Fire & Casualty Company

Signature: 

Name E. A. von Harz, Attorney-in-Fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AssuredPartners Great Plains LLC

4200 University Ave., Ste. 200

West Des Moines, Iowa 50266

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

GREG T. LA MAIR, JEFFREY R. BAKER, JOSEPH I. SCHMIT, E. A. VON HARZ, BRANDON HORBACH, COURTNEY MEYER, JULIANA BARTLETT, DANIEL M. MOLYNEAUX, LAURA J. ADAMS, LORI S. BURROUGHS, PAMELA K. MATTISON, KAREN S. HARTSON, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI – Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this

10th day of March, 2014



UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 10th day of March, 2014, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2024

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 5th day of February, 20 24.



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Motion to approve Final Quantity Summary with Brock Even Construction, LLC, of Jesup, Iowa, for a net increase of \$26,725.40, in conjunction with the FY 2024 Sidewalk Infill, Sidewalk Ramp and Trail Repair Program - Zone 3, Contract No. 1079, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approve Final Quantity Summary

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is the accumulated amount of adjustments from original to final quantities that were determined necessary during the construction of the project, which results in a net increase in the total project cost.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. FINAL QTY ADJ

CITY OF WATERLOO, IOWA

FINAL QUANTITY ADJUSTMENT

PROJECT: FY 2024 SIDEWALK INFILL, SIDEWALK RAMP & TRAIL REPAIR PROGRAM – ZONE 3
CONTRACT NO. 1079

DATE PREPARED: JANUARY 5, 2024 AMOUNT: \$26,725.4 INCREASE

TO: BROCK EVEN CONSTRUCTION, LLC, CONTRACTOR

YOU ARE HEREBY ORDERED TO MAKE THE FOLLOWING CHANGES FROM THE PLANS AND SPECIFICATIONS OR
PERFORM THE FOLLOWING EXTRA WORK ON YOUR CONTRACT DATED JULY 3, 2023.

- A. DESCRIPTION OF CHANGE TO BE MADE OR EXTRA WORK TO BE DONE:
ADJUST CONSTRUCTION QUANTITIES TO ACTUAL CONSTRUCTION QUANTITIES.
- B. REASON FOR ORDERING CHANGE OR EXTRA WORK:
AS-BUILT QUANTITIES VARIED FOR SOME BID ITEMS.
- C. SETTLEMENT FOR COST OF WORK TO BE MADE AS FOLLOWS:
COMPENSATION ALREADY MADE TO CONTRACTOR THROUGH BID ITEMS.

TOTAL INCREASE = \$26,725.40

BY: _____
MAYOR DATE

BROCK EVEN CONSTRUCTION, LLC
CONTRACTOR

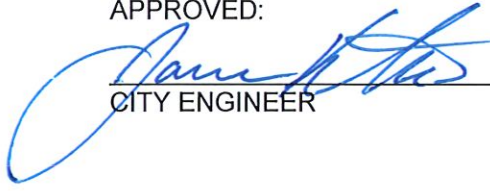
BY:  1-5-24
DATE

ATTEST:

TITLE: 

CITY CLERK DATE

APPROVED:


CITY ENGINEER

1/8/24
DATE

FY 2024 SIDEWALK INFILL, SIDEWALK RAMP & TRAIL REPAIR PROGRAM – ZONE 3
CONTRACT NO. 1079

DIVISION 1 - EDISON ADDITION SIDEWALK INFILL

BID ITEM	ITEM DESCRIPTION	UNIT	CONTRACTOR UNIT PRICE	ORIGINAL BID QUANTITY	TOTAL ORIGINAL BID PRICE	FINAL QUANTITY	TOTAL CONTRACT PRICE	QUANTITY DIFFERENCE	INCREASE/DECR EASE
1	SIDEWALK, PCC, 4"	SF	\$ 7.20	3,321.50	\$ 23,914.80	3,377.7	\$ 24,319.44	56.20	\$ 404.64
2	EXCAVATION, CLASS 10	SF	\$ 4.50	3,321.50	\$ 14,946.75	5,540.0	\$ 24,930.00	2218.50	\$ 9,983.25
3	HYDROSEEDING	SF	\$ 1.20	1,993.00	\$ 2,391.60	2,044.0	\$ 2,452.80	51.00	\$ 61.20
4	TRAFFIC CONTROL	LS	\$ 1,000.00	1.00	\$ 1,000.00	1.0	\$ 1,000.00	0.00	\$ -
5	EROSION & SEDIMENT CONTROL	LS	\$ 300.00	1.00	\$ 300.00	1.0	\$ 300.00	0.00	\$ -
6	SIDEWALK, PCC, 6"	SF	\$ 8.40	-	\$ -	72.0	\$ 604.80	72.00	\$ 604.80
7	DETECTABLE WARNING SURFACE	SF	\$ 85.00	-	\$ -	12.0	\$ 1,020.00	12.00	\$ 1,020.00
					\$ 42,553.15		\$ 54,627.04		\$ 12,073.89

DIVISION 2 - RAMP REPAIRS

BID ITEM	ITEM DESCRIPTION	UNIT	CONTRACTOR UNIT PRICE	ORIGINAL BID QUANTITY	TOTAL ORIGINAL BID PRICE	FINAL QUANTITY	TOTAL CONTRACT PRICE	QUANTITY DIFFERENCE	INCREASE/DECR EASE
1	REMOVE SIDEWALK	SF	\$ 3.60	3,170.0	\$ 11,412.00	3,024.9	\$ 10,889.64	-145.10	\$ (522.36)
2	SIDEWALK, PCC, 4"	SF	\$ 7.20	1,870.9	\$ 13,470.48	1,732.1	\$ 12,471.12	-138.80	\$ (999.36)
3	SIDEWALK, PCC, 6"	SF	\$ 8.40	1,179.2	\$ 9,905.28	1,183.2	\$ 9,938.88	4.00	\$ 33.60
4	DETECTABLE WARNING SURFACE	SF	\$ 85.00	216.0	\$ 18,360.00	190.0	\$ 16,150.00	-26.00	\$ (2,210.00)
5	SAW CUT, 1/2" CURB OPENING	LF	\$ 85.00	157.8	\$ 13,413.00	154.4	\$ 13,124.00	-3.40	\$ (289.00)
6	REMOVE CURB & GUTTER	LF	\$ 15.00	57.3	\$ 859.50	27.5	\$ 412.50	-29.80	\$ (447.00)
7	CURB & GUTTER, 24", 8.5"	LF	\$ 60.00	7.8	\$ 468.00	7.8	\$ 468.00	0.00	\$ -
8	CURB & GUTTER, 24", 10.5"	LF	\$ 65.00	41.1	\$ 2,671.50	11.3	\$ 734.50	-29.80	\$ (1,937.00)
9	CURB & GUTTER, 24", 12.5"	LF	\$ 75.00	16.2	\$ 1,215.00	0.0	\$ -	-16.20	\$ (1,215.00)
10	REMOVE PAVEMENT	SF	\$ 4.00	110.2	\$ 440.80	118.9	\$ 475.60	8.70	\$ 34.80
11	PAVEMENT, PCC, 8.5"	SF	\$ 9.50	43.4	\$ 412.30	43.4	\$ 412.30	0.00	\$ -
12	PATCH, HMA, 2"	SF	\$ 12.00	66.8	\$ 801.60	75.5	\$ 906.00	8.70	\$ 104.40
13	EXCAVATION, CLASS 10	SF	\$ 4.50	2261.2	\$ 10,175.40	4,153.3	\$ 18,689.85	1892.10	\$ 8,514.45
14	HYDROSEEDING	SF	\$ 1.20	2295.0	\$ 2,754.00	4,122.0	\$ 4,946.40	1827.00	\$ 2,192.40
15	WATER VALVE ADJUST	EA	\$ 150.00	4.0	\$ 600.00	1.0	\$ 150.00	-3.00	\$ (450.00)
16	EROSION & SEDIMENT CONTROL	LS	\$ 300.00	1.0	\$ 300.00	1.0	\$ 300.00	0.00	\$ -
17	TRAFFIC CONTROL	LS	\$ 1,800.00	1.0	\$ 1,800.00	1.0	\$ 1,800.00	0.00	\$ -
					\$ 89,058.86		\$ 91,868.79		\$ 2,809.93

CHANGE ORDERS - ADDITIONAL RAMPS, FLETCHER INFILL NORTH OF REBER & SIDEWALK REPAIR

BID ITEM	ITEM DESCRIPTION	UNIT	CONTRACTOR UNIT PRICE	ORIGINAL BID QUANTITY	TOTAL ORIGINAL BID PRICE	FINAL QUANTITY	TOTAL CONTRACT PRICE	QUANTITY DIFFERENCE	INCREASE/DECR EASE
1001	REMOVE SIDEWALK	SF	\$3.60	1,622.2	\$ 5,839.92	1,671.9	\$ 6,018.84	49.70	\$ 178.92
1002	SIDEWALK, PCC, 4"	SF	\$7.20	1,325.0	\$ 9,540.00	1,417.5	\$ 10,206.00	92.50	\$ 666.00
1003	SIDEWALK, PCC, 6"	SF	\$8.40	579.2	\$ 4,865.28	716.8	\$ 6,021.12	137.60	\$ 1,155.84
1004	DETECTABLE WARNING SURFACE	SF	\$85.00	138.0	\$ 11,730.00	140.0	\$ 11,900.00	2.00	\$ 170.00
1005	SAW CUT, 1/2" CURB OPENING	LF	\$85.00	86.6	\$ 7,361.00	83.3	\$ 7,080.50	-3.30	\$ (280.50)
1006	REMOVE CURB & GUTTER	LF	\$15.00	18.8	\$ 282.00	23.8	\$ 357.00	5.00	\$ 75.00
1007	CURB & GUTTER, 24", 7.5"	LF	\$60.00	12.2	\$ 732.00	12.2	\$ 732.00	0.00	\$ -
1008	CURB & GUTTER, 24", 11.5"	LF	\$66.00	6.6	\$ 435.60	11.6	\$ 765.60	5.00	\$ 330.00
1009	EXCAVATION, CLASS 10	SF	\$4.50	1,801.2	\$ 8,105.40	2,770.6	\$ 12,467.70	969.40	\$ 4,362.30
1010	HYDROSEEDING	SF	\$1.20	1,581.9	\$ 1,898.28	2,473.6	\$ 2,968.32	891.70	\$ 1,070.04
1011	WATER VALVE ADJUST	EA	\$150.00	1.0	\$ 150.00	1.0	\$ 150.00	0.00	\$ -
1012	MANHOLE ADJUSTMENT	EA	\$1,000.00	1.0	\$ 1,000.00	1.0	\$ 1,000.00	0.00	\$ -
1013	EROSION & SEDIMENT CONTROL	LS	\$400.00	1.0	\$ 400.00	1.0	\$ 400.00	0.00	\$ -
1014	TRAFFIC CONTROL	LS	\$1,500.00	1.0	\$ 1,500.00	1.0	\$ 1,500.00	0.00	\$ -
2001	REMOVE SIDEWALK	SF	\$4.50	521.1	\$ 2,345.09	536.6	\$ 2,414.70	15.47	\$ 69.62
2002	SIDEWALK, PCC, 4"	SF	\$8.00	269.1	\$ 2,153.04	111.9	\$ 895.20	-157.23	\$ (1,257.84)
2003	DRIVEWAY, PCC, 5"	SF	\$9.00	252.0	\$ 2,268.00	303.4	\$ 2,730.60	51.40	\$ 462.60
2004	CLASS A SIDEWALK	SF	\$9.00	45.1	\$ 405.45	65.1	\$ 585.90	20.05	\$ 180.45
2005	WATER VALVE REPAIR	LS	\$900.00	1.0	\$ 900.00	1.0	\$ 900.00	0.00	\$ -
2006	TRAFFIC CONTROL	LS	\$1,200.00	1.0	\$ 1,200.00	1.0	\$ 1,200.00	0.00	\$ -
3001	REMOVE SIDEWALK	SF	\$3.60	120.0	\$ 432.00	119.3	\$ 429.48	-0.70	\$ (2.52)
3002	SIDEWALK, PCC, 4"	SF	\$11.00	40.0	\$ 440.00	40.0	\$ 440.00	0.00	\$ -
3003	SIDEWALK, PCC, 6"	SF	\$12.00	75.0	\$ 900.00	73.9	\$ 886.80	-1.10	\$ (13.20)
3004	DETECTABLE WARNING SURFACE	SF	\$85.00	16.0	\$ 1,360.00	16.0	\$ 1,360.00	0.00	\$ -
3005	EXCAVATION, CLASS 10	SF	\$4.50	48.0	\$ 216.00	90.3	\$ 406.35	42.30	\$ 190.35
3006	HYDROSEEDING	SF	\$1.25	48.0	\$ 60.00	90.3	\$ 112.88	42.30	\$ 52.88
3007	TRAFFIC CONTROL	LS	\$900.00	1.0	\$ 900.00	1.0	\$ 900.00	0.00	\$ -
					\$ 67,419.06		\$ 74,828.99		\$ 7,409.93

DIVISION 3 - COUNTY RAMP REPAIRS

BID ITEM	ITEM DESCRIPTION	UNIT	CONTRACTOR UNIT PRICE	ORIGINAL BID QUANTITY	TOTAL ORIGINAL BID PRICE	FINAL QUANTITY	TOTAL CONTRACT PRICE	QUANTITY DIFFERENCE	INCREASE/DECR EASE
1	REMOVE SIDEWALK	SF	\$ 3.60	265.50	\$ 955.80	265.5	\$ 955.80	0.00	\$ -
2	SIDEWALK, PCC, 4"	SF	\$ 7.20	115.60	\$ 832.32	106.8	\$ 768.96	-8.80	\$ (63.36)
3	SIDEWALK, PCC, 6"	SF	\$ 8.40	149.80	\$ 1,258.32	161.9	\$ 1,359.96	12.10	\$ 101.64
4	DETECTABLE WARNING SURFACE	SF	\$ 85.00	32.00	\$ 2,720.00	32.0	\$ 2,720.00	0.00	\$ -
5	SAW CUT, 1/2" CURB OPENING	LF	\$ 85.00	13.10	\$ 1,113.50	14.8	\$ 1,258.00	1.70	\$ 144.50
6	REMOVE PAVEMENT	SF	\$ 4.00	44.40	\$ 177.60	46.6	\$ 186.40	2.20	\$ 8.80
7	PAVEMENT, PCC, 9.5"	SF	\$ 9.50	44.40	\$ 421.80	46.6	\$ 442.70	2.20	\$ 20.90
8	EXCAVATION, CLASS 10	SF	\$ 4.50	195.70	\$ 880.65	236.9	\$ 1,066.05	41.20	\$ 185.40
9	HYDROSEEDING	SF	\$ 1.20	195.70	\$ 234.84	236.9	\$ 284.28	41.20	\$ 49.44
10	EROSION & SEDIMENT CONTROL	LS	\$ 400.00	1.0	\$ 400.00	1.0	\$ 400.00	0.00	\$ -
11	TRAFFIC CONTROL	LS	\$ 900.00	1.0	\$ 900.00	1.0	\$ 900.00	0.00	\$ -
					\$ 9,894.83		\$ 10,342.15		\$ 447.32

DIVISION 4 - TRAIL REPAIRS

BID ITEM	ITEM DESCRIPTION	UNIT	CONTRACTOR UNIT PRICE	ORIGINAL BID QUANTITY	TOTAL ORIGINAL BID PRICE	FINAL QUANTITY	TOTAL CONTRACT PRICE	QUANTITY DIFFERENCE	INCREASE/DECR EASE
1	REMOVE TRAIL	SF	\$ 3.60	2,342.8	\$ 8,434.08	2,240.5	\$ 8,065.80	-102.30	\$ (368.28)
2	TRAIL, PCC, 6"	SF	\$ 8.40	2,342.8	\$ 19,679.52	2,240.5	\$ 18,820.20	-102.30	\$ (859.32)
3	TRAFFIC CONTROL	LS	\$ 1,000.00	1.0	\$ 1,000.00	1.0	\$ 1,000.00	0.00	\$ -
					\$ 29,113.60		\$ 27,886.00		\$ (1,227.60)

DIVISION 1 - ALTERNATE- FLETCHER AVE SIDEWALK INFILL									
BID ITEM	ITEM DESCRIPTION	UNIT	CONTRACTOR UNIT PRICE	ORIGINAL BID QUANTITY	TOTAL ORIGINAL BID PRICE	FINAL QUANTITY	TOTAL CONTRACT PRICE	QUANTITY DIFFERENCE	INCREASE/DECREASE
1	REMOVE SIDEWALK/DRIVEWAY	SF	\$ 3.60	513.3	\$ 1,847.88	513.3	\$ 1,847.88	0.00	\$ -
2	SIDEWALK, PCC, 4"	SF	\$ 7.20	939.0	\$ 6,760.80	1,138.5	\$ 8,197.20	199.50	\$ 1,436.40
3	SIDEWALK, PCC, 6"	SF	\$ 8.40	199.8	\$ 1,678.32	212.9	\$ 1,788.36	13.10	\$ 110.04
4	DRIVEWAY,PCC,5"	SF	\$ 8.00	183.4	\$ 1,467.20	189.7	\$ 1,517.60	6.30	\$ 50.40
5	DETECTABLE WARNING SURFACE	SF	\$ 85.00	38.0	\$ 3,230.00	40.0	\$ 3,400.00	2.00	\$ 170.00
6	SAW CUT, 1/2" CURB OPENING	LF	\$ 85.00	29.6	\$ 2,516.00	34.3	\$ 2,915.50	4.70	\$ 399.50
7	REMOVE PAVEMENT	SF	\$ 5.00	16.0	\$ 80.00	28.1	\$ 140.50	12.10	\$ 60.50
8	FULL DEPTH PATCH, PCC , 9"	SF	\$ 12.00	16.0	\$ 192.00	28.1	\$ 337.20	12.10	\$ 145.20
9	EXCAVATION, CLASS 10	SF	\$ 4.50	1,384.9	\$ 6,232.05	1,889.0	\$ 8,500.50	504.10	\$ 2,268.45
10	HYDROSEEDING	SF	\$ 1.20	1,200.3	\$ 1,440.36	1,889.0	\$ 2,266.80	688.70	\$ 826.44
11	SUBDRAIN EXTENSION	LS	\$ 150.00	1.0	\$ 150.00	1.0	\$ 150.00	0.00	\$ -
12	TRAFFIC CONTROL	LS	\$ 1,800.00	1.0	\$ 1,800.00	1.0	\$ 1,800.00	0.00	\$ -
13	EROSION & SEDIMENT CONTROL	LS	\$ 300.00	1.0	\$ 300.00	1.0	\$ 300.00	0.00	\$ -
					\$ 27,694.61		\$ 33,161.54		\$ 5,466.93
DIVISION 5 - 2110 & 2120 FALLS AVE									
BID ITEM	ITEM DESCRIPTION	UNIT	CONTRACTOR UNIT PRICE	ORIGINAL BID QUANTITY	TOTAL ORIGINAL BID PRICE	FINAL QUANTITY	TOTAL CONTRACT PRICE	QUANTITY DIFFERENCE	INCREASE/DECREASE
1	REMOVE SIDEWALK	SF	\$ 4.50	122.0	\$ 549.00	101.6	\$ 457.20	-20.40	\$ (91.80)
2	SIDEWALK, PCC, 4"	SF	\$ 8.00	122.0	\$ 976.00	101.6	\$ 812.80	-20.40	\$ (163.20)
					\$ 1,525.00		\$ 1,270.00		\$ (255.00)

FINAL QTY SUMMARY \$ 26,725.40

CHANGE ORDERS	
PAY ESTIMATE #1	\$ 26,491.70
PAY ESTIMATE #2	\$ 46,843.55
PAY ESTIMATE #3	\$ 57,905.29
PAY ESTIMATE #4	\$ 61,242.56
PAY ESTIMATE #5	\$ 65,695.05
PAY ESTIMATE #6	\$ 10,409.34
PAY ESTIMATE #7	\$ 8,242.56
PAY ESTIMATE #8	\$ 2,554.77
PAY ESTIMATE #9	\$ (99.53)
RETAINAGE	\$ 14,699.23
TOTAL PAYMENTS	\$ 293,984.51

CHANGE ORDERS	
CHANGE ORDER #1	\$ 53,839.48
CHANGE ORDER #2	\$ 10,796.58
CHANGE ORDER #3	\$ 4,308.00
CHANGE ORDER TOTAL	\$ 68,944.06

FINAL AMOUNT	
ORIGINAL CONTRACT AMOUNT	\$198,315.05
CHANGE ORDER TOTAL	\$68,944.06
REVISED CONTRACT AMOUNT	\$267,259.11
FINAL QUANTITY SUMMARY	\$26,725.40
FINAL CONTRACT AMOUNT	\$293,984.51



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Brock Even Construction, LLC, of Jesup, Iowa, in the amount of \$293,984.51, in conjunction with the FY 2024 Sidewalk Infill, Sidewalk Ramp and Trail Repair Program - Zone 3, Contract No. 1079, and receive and file a two-year maintenance bond.

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. 2-Year Maintenance Bond

Maintenance Bond

Bond No. 7901148214

KNOW ALL MEN BY THESE PRESENTS, That we, Brock Even Construction LLC as Principal, and Nationwide Mutual Insurance Company, a Corporation organized under the laws of the State of Iowa, with principal offices at Des Moines, Iowa, as Surety, are held and firmly bound unto (hereinafter called the Obligee), in the penal sum of Two Hundred-Ninety-Three Thousand Nine Hundred Eighty-Four and 51/100 (\$293,984.51) Dollars, for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee above named for FY 2024 Sidewalk Infill, Sidewalk Ramp & Trail Repair Program, Contract #1079 Project; and

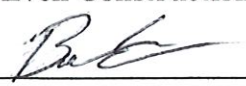
WHEREAS, said contract provides that the Principal shall furnish a bond which shall remain in force for a period of Two year(s) from the date of completion of the Project as established by the Engineer or Architect and which shall be conditioned to guarantee against all defects in workmanship and materials which shall become apparent during said period.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which shall become apparent during the period of Two year(s) from the date of the Project as established by the Engineer or Architect, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that in such event of any default in the part of said Principal, written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by certified mail at its Home Office, 1100 Locust, Dept. 2006, Des Moines, Iowa 50391-2006, promptly and in any event within thirty (30) days after the Obligee or his representative shall learn of such default.

Signed, sealed and dated this 9th day of January, 2024.

Brock Even Construction LLC

BY: 

Nationwide Mutual Insurance Company

By: 

Ashley Leavell, Attorney-in-Fact

Bd 66(11-99)00



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Anita R. Calderon, Dana R. Clark, Mike Kuper, Matthew Gilmer, Joshua Severson, Andrew Roby, Robert N. Johnston, Elizabeth Moore, Ashlee Heldt, Ben Lewis, Jeff Cose, Aaron J. Jamison, Kim Wells, Carmon R. Wilson, Spencer Paris, Larry D. Slegh, Richard E. Harman IV, Logan Dörpinghaus, Corey Days, Jill DeRobertis, Dominic Amoroso, Kyle Huntrod, Twanisha Siejkowski, Heidi Cornelison, Michael Maller, Stephen G. Sanker, Brian Pflum, Guy Tenold, Cassie McKittrick, Ashley Leavell, Cara Buljubasic, Trevor Sharp, Joshua Coleman, Amy Palmer, Jennifer Anderson, Randi Allen, Andrew Jennings, Andrew P. Andersen, Jesse Huston, Kwanah Kim, Maxine Coffin

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00)

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

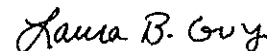


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 9th day of January, 2024.



Assistant Secretary



Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-mail to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Police Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the donation of K-9 "Niko" to his handler, Albert Bovy.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Officer Al Bovy will retire 4/1/24 and has requested to retire his K9 partner with him. Niko has served the citizens of Waterloo and has only had Officer Bovy as a handler. Niko is 12 years old and was set to retire this year.

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

Police Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the donation of K9 "Axe" to his handler, Sergeant Jordan Ehlers.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Sgt. Jordan Ehlers K9 partner Axe is 10.5 years old and, suffered a career-ending stroke within the last month, ending his service to citizens of Waterloo. The dog also has severe arthritis and the Vet recommends that he retire from service effective immediately. Sgt. Ehlers has requested the dog be retired to him and his family.

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

Airport Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Motion to approve Change Order No. 1 with FM Controls, of Fort Dodge, Iowa, for a net increase of \$16,680.00, in conjunction with the Airport CARES HVAC Project, AIP Grant No. 3-19-0094-048, and authorize the Airport Director to execute said document.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Change Order No. 1 FM Controls



Date: 1/16/2023

To: David Hughes

Regarding: Waterloo Airport TCC Controls and Mechanical Repairs

Automated Temperature Controls Quotation

FM Controls thanks you for the opportunity to quote HVAC controls and mechanical repairs for the Waterloo Airport. Our scope includes materials and installation and programming for a complete building automation system. Design emphasis on ease of use and reliability.

Quoted Amount: \$16,680.000

(Sixteen Thousand, Six Hundred Eighty Dollars)

Included Items:

Bad VAV Valve Actuators

- 2nd Floor Admin VAV Valve Actuator
- VAV-E2-1 Valve Actuator

Bad VAV Heating Valves

- VAV-1-4 Replacement Heating Valve and Installation
- VAV-E2-4 Replacement Heating Valve and Installation
- VAV-2-2 Replacement Heating Valve and Installation
- VAV-2-3 Replacement Heating Valve and Installation

Bad VAV Blower Motors

- VAV-3-3 Blower Motor Replacement
- VAV-2-4 Blower Motor Replacement

Bad AHU Heating Valves

- AHU-1 Replacement Heating Valve and Installation
- AHU-2 Replacement Heating Valve and Installation

Bad Strainer Replacement

- VAV-Office 211 Strainer Replacement

AHU-3 Bad Control Parts

- Replacement Static Pressure Switch
- Replacement Economizer Actuator

Boiler Combustion Air Damper Replacement

- New Combustion Air Damper and Actuator
- Damper Installation

Misc. System Troubleshooting

- AHU-2 Not Moving enough Air
- Boiler 1 and 3 not working

This quote excludes any labor or materials required to perform repairs that are found during the troubleshooting process. A separate quote will be provided if repairs are needed. An additional quote will be required if one or more of the isolation valves on the heating loop don't shutoff, resulting in draining water from the loop and having to bleed air from the system piping.

The above quoted price is valid for 30 days. **The above quoted price does not include any applicable taxes. Add for taxes if needed.** Terms of payment are Net 10th of following month. Information in this quote including pricing and counts is private and intended only for the recipient and may not be shared.

Bid Accepted By: _____ Date _____

Prepared by Don Ludwig (Don.Ludwig@fmcontrolsinc.com) 515-570-4756

FM Controls Inc.

102 1st Ave South, Fort Dodge, Iowa 50501 (515-570-4756)



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Waste Management Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Motion to approve appointment of Tyler M. Weber from the current Civil Service List to the position of Sewer Maintenance Worker in the Waste Management Services Department, effective February 6, 2024, pending pre-employment physical and drug testing.

RECOMMENDED COUNCIL ACTION

Appoint Tyler Weber to Sewer Maintenance Worker

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Sewer Funds/1111

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. SEWER MAINTENANCE WORKER CS LIST (exp 12.24)

2. Personael Req form 2023
3. Sewer Maintenace Worker Job Desc 2023



715 Mulberry St, Waterloo, IA 50703

Phone: (319) 291-4303

Fax: (319) 291-4569

CITYOFWATERLOOIA.COM



December 22, 2023

TO: Honorable Mayor & City Council

We, the members of the Civil Service Commission, certify the following list of applicants, who are eligible based upon the examination process as set forth by the Civil Service Commission for the appointment to the position of Sewer Maintenance Worker for the City of Waterloo, Iowa WMS. This list shall be used to fill any vacancy in the Sewer Maintenance Worker classification from December 22, 2023 – December 22, 2024.

CERTIFIED LIST

Tyler Weber
Kyle Frost
David Weber

Respectfully submitted,

Dr. Bev Smith

Date

Robert Welch



01/03/2024 10:50 AM EST

Dr. Robert Welch

Date

Marianne Kurtnebach



12/29/2023 01:30 PM EST

Marianne Kurtnebach

Date

PERSONNEL REQUISITION FORM

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

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

Position Title: Sewer Maintenance Worker Department: Waste Management Services

Reports To: Sewer Maintenance Foreman-Forrest Graves Work Location: 3505 Easton Ave

Employment Status: ☒ Regular Full Time ☐ Temporary Full Time from 7:00 to 3:00
☐ Regular Part Time ☐ Temporary Part Time from _____ to _____
☐ Regular 7-Month ☐ Intern/Co-op Student from _____ to _____

Type of Position:

Civil Service Position: ☒ Yes ☐ No

Bargaining Position: ☒ Yes ☐ No

Bargaining Group: 177

Non-bargaining Position: ☐ Yes ☒ No

Recommended Recruitment Sources:

☐ Internal Posting Only

☒ Internal Posting and External Advertising

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

☐ New Position or ☒ Replacement Position for: Adam Little - Sewer Maintenance Worker
(Specify name and title of former incumbent)

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

Date incumbent terminated employment: 03/05/21

Date of final payout: _____

Anticipated start date: ASAP

No. of hours/week: 40

Work schedule: 7-3

Justification of need for position: Need to fill compliment to trading new and meet response requirements for emergency services and fill shift needs for potential flood control responsibilities.

What are the likely consequences if the position is not filled? Loss of all of the above to critical point.

APPROVALS

Annual salary requirements: \$63,350.77

Hourly Rate: 30.46

Benefits: Hourly \$47.16 - Annually \$48,086.16
(Payroll taxes, pension, health ins - assuming family)

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

Approved subject to the following conditions: _____

Submitting Department Head

Date

Budgett Wood 10/12/2023 01:54 PM EDT

Chief Financial Officer

Date

Ray Feuss 10/12/2023 02:44 PM EDT

Human Resources Committee Chairperson

Date

Mayor

Quentin Hart

10/12/2023 12:49 PM EDT

Date

Human Resources Director

Date

Missy Gearhart 10/12/2023 01:50 PM EDT

PERSONNEL REQUISITION
Sewer Maintenance Worker

The following questions are provided as guidelines to assist you in developing your rationale for the position of ***Sewer Maintenance Worker*** in the ***WMS*** 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? **Perform maintenance on storm and sanitary sewer such as cleaning and repairing manholes and catch basins, clearing obstructions in sewers, operating flushers and excavation equipment, televising sewer lines, and assisting in flood control emergency operations.**
- (2) Can the job responsibilities of this position be assigned to other employees within the department? If no, why not? **The department has operators in similar classifications; however a reduced number of operators will directly impact the ability to provide timely citizen services.**
- (3) How is the work of this position being accomplished now? **Reduced number of operators equals reduced tasks that can be accomplished.**
- (4) Are the filled positions in your department currently being utilized to their maximum potential? **Yes. We are currently down two individuals that perform these duties.**
- (5) How would filling this position meet the needs of your department or the City on either a short-term basis (if temporary position) or a long-term basis (if a regular position)? **This position is necessary for the department to meet the departmental objectives, i.e., cleaning and inspection goals, infrastructure repairs and replacement, providing on-call service to residents, televising sewers, cleaning and maintained waterways per our NPDES permit, and emergency flood fighting operations.**
- (6) What cost savings or revenues, if any, would your department or the City realize if this position is filled? **No cost savings or increased revenues would be realized by this position. Position is directly related to providing citizen services in a timely manner.**
- (7) If you are paying overtime or comp time within your department to accomplish this work now, how much overtime or comp time has been paid out or earned that is directly attributable to this position and over what period of time? **The department pays overtime only as necessary. Less will be accomplished on a daily basis until the position is filled.**

- (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 department workload is multi-faceted, citizen complaints, annual preventive cleaning, inspection, maintenance, and storm water ordinance compliance.**
- (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. Should these positions go unfilled, we will have not have the personnel resources to complete the demands and service expectations that the citizens have come to expect. **Less sewer maintenance workers means fewer miles of sewer cleaned and televised, fewer catch basins repaired, fewer waterways cleaned, and less equipment staged and available to handle flood emergencies.**
- (10) How do you cover the responsibilities for this position whenever the incumbent is out on vacation? **As any position, some jobs can't be completed with the timeliness expected of both the department and the customer.**
- (11) Is it possible that the City could outsource this position to an outside agency? If so, what savings, if any, would the City realize as a result of this change? **I don't believe it is practical to outsource the duties of a sewer maintenance worker.**
- (12) How would you rank this position in terms of its contribution to City business in comparison with other positions reporting to you? **Sewer maintenance ensures the operation of sanitary sewer for residents and commercial and industrial businesses throughout the City and has staff on call 24/7. The contribution of this position is critical to the overall objectives of the department.**
- (13) How does this position impact the Goals and Objectives for the City adopted by the City Council? **This position directly impacts the department's ability to develop a customer-centered service delivery approach.**

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



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

SEWER MAINTENANCE WORKER

DEPARTMENT	WASTE MANAGEMENT SERVICES
SALARY	\$29.46 HOURLY WITH \$1.00 INCREASE AFTER 6 MONTH PROBATION
FLSA	NON-EXEMPT
CIVIL SERVICE	INCLUDED
BARGAINING UNIT	CONSTRUCTION & PUBLIC EMPLOYEES LIUNA Local #177

GENERAL STATEMENT OF DUTIES

Performs maintenance, repair and construction of municipal storm and sanitary wastewater collection systems. The work is performed under the general direction of the Collection Systems Foreman and Collection Systems/Maintenance Supervisor. May perform basic foreman duties in absence of Collection Systems Foreman.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

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

1. Performs routine preventive maintenance on storm and sanitary wastewater collection systems including the repair and construction of catch basins, manholes and related structures.
2. Cleans and unclogs sewer lines and catch basins and rebuilds catch basins and manholes.
3. Lays sanitary and storm sewer tile and raises and lowers manholes.
4. Operates hydro-flusher, combination sewer cleaning unit, bucket machine, air compressor, cement mixer, portable pumps, backhoe, crawler, excavator, large and small trucks.
5. Enters and works in confined spaces to check lines or perform maintenance.
6. Uses hand tools, makes hose and pipe connections, operates jackhammer, shovels material into concrete mixer, hauls cement and other materials with wheelbarrow, operates manual gate openers, cleans debris from catch basins, loads sand, gravel, cold mix or other materials, pulls ropes to start gas engines, uses pick and shovel to pry, move, load and unload manhole covers, casings and other heavy items.
7. Performs general maintenance activities such as snow removal, building and equipment repair.
8. Operates television equipment used to inspect new and existing sewers.
9. Sets up, monitors and operates portable flood pumps during flood emergencies.
10. Completes daily work sheets.
11. Operates heavy duty and rough-riding vehicles and equipment.

12. Lifts and carries items weighing up to one hundred pounds with assistance as needed.
13. Works outside in all weather conditions; works near moving vehicles and equipment and around mechanical and electrical hazards; operates equipment and tools that cause vibration; noise level is loud; atmosphere may contain dust, infectious wastes, toxic and explosive gases or unfavorable natural ventilation; visibility might be poor and mobility limited.
14. Responds to citizen complaints, questions and requests for service.
15. Performs work of a repetitive nature and varied workload pace.
16. Works independently and with others with minimum supervision.
17. Attends work regularly at the designated place and time.
18. Performs all work duties and activities in accordance with City policies, procedures and OSHA, City and Waste Management Services safety rules and regulations.
19. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. General knowledge of the use of a wide variety of hand tools; ability to read and follow simple blueprints.
2. Knowledge of occupational hazards and safety precautions necessary in the maintenance of sanitary and storm sewer systems.
3. Ability to limit exposures to infectious waste, toxic and explosive gases.
4. Ability to complete daily work sheets.
5. Ability to complete assigned work projects without direct supervision.
6. Ability to respond to questions and comments from the public tactfully and politely.
7. Ability to communicate effectively and maintain working relationships with coworkers, supervisors and the public.
8. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.

ACCEPTABLE EXPERIENCE & TRAINING

1. High school graduate/GED.
2. Minimum two years of experience in sewer maintenance construction, plumbing or other heavy construction in all types of weather.

OR

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

for OWI, reckless driving or other major moving violation within the previous five years; two or more at-fault accidents within a three-year period while driving on City business; three or more at-fault within a three-year period.

4. Must be trained regarding Permit Required Confined Space Program after beginning employment.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient strength to perform assigned tasks.
2. Sufficient physical and mental stamina to work twelve hour or double shifts during flood emergencies.
3. Sufficient speech and hearing that permits the employee to communicate effectively with coworkers, supervisors and the public in person, over the telephone and over a radio.
4. Sufficient personal mobility that permits the employee to operate vehicles and equipment safely in all types of weather and a variety of road conditions, enter and work in confined spaces with entry being as small as twenty-two inches, use ladders to climb up to thirty feet, visit work sites anywhere in Waterloo and meet with the public inside and outdoors.
5. Sufficient manual dexterity and grip/grasp ability to use hand tools such as pipe wrench, pick, shovel and rake, make hose and pipe connections, operate jackhammer, operate manual gate openers and pull ropes.
6. Sufficient vision to operate vehicles and equipment and use construction maintenance tools.

MISCELLANEOUS

1. Must wear personal protective equipment including but not limited to safety shoes, safety glasses, safety vest, hearing protection, gloves and hardhat as job assignment requires.
2. Must wear standard uniform as supplied by City.
3. Must comply with City of Waterloo Residency Policy for Critical Employees (physically reside within thirty-mile radius of Waterloo City Hall-will be given reasonable compliance period as determined by department head). Must maintain a local telephone number in order to be contacted during emergencies.
4. Must submit to Department of Transportation requirements including pre-employment, post-accident, reasonable suspicion, random and return-to-duty/follow-up alcohol and drug testing.
5. The City of Waterloo reserves the right to conduct a background investigation including employment, education, driving and criminal history checks on any applicant being considered for this position.
6. Must submit to and pass Civil Service examination procedures including a panel interview.
7. Must submit to and pass pre-employment physical and drug test. Failure to pass these tests will result in withdrawal of employment offer.

WORK SCHEDULE

Scheduled shift is generally 7:00 a.m.-3:00 p.m. Monday-Friday with a 20-minute paid lunch break. During flood emergencies, may transition to 12-hour shifts. Subject to emergency call during flood or other severe weather conditions. Rotates call with other Sewer Maintenance Workers about every ninth week.

Employees hired in this job classification may be cross-utilized in other City departments in emergency and non-emergency situations as determined by the workload. Consequently, hours of work, including starting and ending times, work schedule, rest periods, work duties etc. will vary depending on the department to which the employee is assigned.

EXAMINATION INFORMATION

All qualified candidates who apply by the deadline date will be required to appear before an interview panel consisting of a minimum of three people who have expertise in the areas being tested. An individual must receive a minimum average score of sixty points out of one hundred to achieve a passing score on the interview. The top applicants, as ranked by their scores on the interview, will be the individuals placed on the certified list. Applicants who qualify as outlined and are full time regular employees of the City of Waterloo shall have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the 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. Employment is contingent on possession of a good driving record based on City of Waterloo driver performance criteria and passing a post job offer physical and drug test.

EXAMINATION DATE

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

SEWER MAINTENANCE WORKER 2023

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Public Works Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Motion to approve the appointment of Tina Schellhorn from the current Civil Service List to the position of Associate Traffic Engineer in the Traffic Department, effective February 6, 2024.

RECOMMENDED COUNCIL ACTION

Requesting approval for promotion of Tina Schellhorn to Associate Traffic Engineer.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Tina Schellhorn has worked for the city since April of 2006 and is currently an Electrical Foreman in our Traffic Dept.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. PAF and Job Desc for Assoc Engineer - Tina Schellhorn

CITY OF WATERLOO PERSONNEL ACTION FORM

EMPLOYEE INFORMATION

MUST COMPLETE

SSN # / Employee ID # 10048	<i>SCHELLHORN, TINA M.</i>	☒ Bargaining ☐ Non-Bargaining	Effective Date FEBRUARY 6, 2024
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EMPLOYEE INFORMATION IF APPLICABLE

ONLY COMPLETE FOR NEW HIRES AND WHEN SUBMITTING A CHANGE TO ONE OF THESE AREAS

Fund/Agcy/Orgn/Actv/Acct		Date of Hire 4/10/2006	
Address	City/State/Zip		Home #:
Department <i>TRAFFIC OPERATIONS</i>	Job Title/Classification/Program <i>ASSOCIATE TRAFFIC ENGINEER</i>		Hourly Rate \$ 39.35
Shift (Police/Fire) <i>NA</i>			
Date of Birth 09/04/70	Married ☒ Single	☒ US Citizen ☐ Veteran	☒ White ☐ Black ☐ Am. Ind./Alaskan Native ☐ Asian/Pacific ☐ Hispanic
Male ☒ Female			

STATUS CHANGE

☐ New Hire ☐ Reg. Full Time ☐ Reg. P/T ☐ Temporary ☐ Department Transfer	☒ Promotion ☐ Step Increase Probationary Increase ☒ Rate Change ☐ Budget Number	☐ Layoff ☐ Recall om Layoff ☐ Leave of Absence ☐ Return from Leave Other -RETIREMENT
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COMMENTS

DEPENDANT ON CITY COUNCIL APPROVAL AT REGULAR MEETING ON FEBRUARY 5, 2024.

ADDITIONAL PAYS

☐ Waste Water Cert. Pay (C1) - 25¢ ☐ Waste Water Cert. Pay (C2) - 50¢ ☐ Paramedic Pay - \$25 ☐ Longevity Amount Per Check: \$ _____	☐ 2nd Shift (Laborers) - 35¢ ☐ 3rd Shift (Laborers) - 45¢ ☐ 2nd Shift (Teamsters) - 20¢ ☐ 3rd Shift (Teamsters) - 25¢	☐ Bldg. Cert. Pay I - 20¢ ☐ Bldg. Cert. Pay II - 40¢ ☐ Bldg. Cert. Pay III - 60¢ ☐ Police Shift Diff. - 50¢
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FOR TEMPORARY EMPLOYEES ONLY

<u>Leisure Services</u> ☐ Golf 010 310 3700 4120 1112 ☐ Parks 010 310 3700 4100 1112 ☐ Sports 010 310 3700 4200 1112 ☐ Young Arena 010 310 3700 4500 1112 ☐ Downtown 010 310 3700 4110 1112 ☐ Sportsplex 010 310 3700 4180 1112	<u>Culture & Arts</u> ☐ Culture & Arts 010 300 2600 4250 1112 ☐ Youth Pavilion 010 300 2600 4208 1112
--	--

SIGNATURES

MUST BE HANDWRITTEN

Department Head 	Date JANUARY 18, 2024
	Date

Routing: Original to Human Resources by Department ☐ Input in MSS/New World _____ Updated 03-27-13

Human Resources Will Forward Copies After Change(s) Occur(s) to: Department, Clerk's Office, Finance



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

ASSOCIATE TRAFFIC ENGINEER

DEPARTMENT	PUBLIC WORKS- TRAFFIC OPERATIONS
SALARY	\$39.35 HOURLY, \$81,848 ANNUALIZED; ADDITIONAL \$5.00/HR FOR PE
FLSA	EXEMPT
CIVIL SERVICE	INCLUDED
BARGAINING UNIT	AFSCME LOCAL #1195

GENERAL STATEMENT OF DUTIES

Plans, directs, performs, or participate in a variety of traffic engineering related projects and tasks such as traffic signal control system operation, design of traffic signal plans, specifications and cost estimates, traffic signal system timings, and traffic studies. Works under the general direction of the Traffic Operations Director, but considerable leeway is granted for the exercise of independent judgment and initiative. May work on traffic signal simulation and optimization software, traffic safety improvements, traffic safety awareness campaigns, project management, grant writing, and spearhead innovations.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative only)

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

1. Coordinates and administers traffic and traffic safety improvement construction projects and contracts such as traffic signal installation, roundabouts, signal retiming, and other traffic related construction and studies.
2. Assist the Department Director with reviewing and supervising work of signal technicians, electricians, and sign and pavement marking crew.
3. Coordinates Waterloo's Traffic Operation Center's activities.
4. Coordinates traffic monitoring camera network maintenance and operations.
5. Manages Waterloo's adaptive traffic signal control systems.
6. Performs, or directs, or monitors traffic studies.
7. Oversees work of consultants and contractors.
8. Prepares and analyzes traffic and traffic safety data.
9. Prepares grant applications
10. Provides traffic engineering support services to Planning & Zoning Department and Engineering Department as needed.
11. Compiles reports, performs data entry and completes forms on personal computer using the applicable software.

12. Works inside and outside in all weather conditions to review construction sites, meet with contractors and attend meetings; drives passenger vehicle to and from the destination.
13. Works independently and with others with minimum supervision.
14. Attends work regularly at the designated place and time.
15. Performs all work duties and activities in accordance with City and Traffic Operations Department policies, procedures and safety rules and regulations.
16. Performs all other related duties as assigned.

REQUIRED KNOWLEDGE & ABILITIES

1. Knowledge of the general principles and practices of engineering as applied to the design, maintenance, inspection and repair of traffic/transportation facilities.
2. Ability and willingness to learn to plan projects and prepare related designs, plan, specifications and cost estimates.
3. Ability to present materials and information in good report form, complete forms and perform required record keeping.
4. Skilled in use of personal computer, Microsoft Office, CAD software.
5. Familiarity with GIS software.
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 clearly and concisely, give advice and recommendations and respond to questions from the public, public officials, contractors and coworkers.
7. Ability to work with people from a broad variety of social, economic, racial, ethnic and educational backgrounds.
8. Ability to communicate and maintain effective working relationships with other City employees, supervisors, public officials, contractors, other government subdivisions and agencies and the public.

ACCEPTABLE EXPERIENCE & TRAINING

1. A Bachelor's Degree in Civil, Transportation or Traffic Engineering
OR
a Master's Degree in Civil Engineering with transportation focus if bachelor's degree is not in civil engineering
OR
a Construction, Electrical, Electronics, or Industrial Engineering Bachelor's Degree in combination with 2 years of experience in traffic engineering
OR
a combination of any higher education degree with 5 years of proven experience in traffic engineering.
2. Prefer a bachelor's degree in civil engineering with a traffic-focused master's degree in civil engineering.
3. Engineer in Training Certificate (EIT), or ability to obtain within 6 months of employment, is required. Those with a master's degree in civil engineering will have 1 year to earn their EIT certificate.
4. Ability and willingness to learn traffic signal system simulation and optimization (VISSIM & VISTRO).

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. Prefer some traffic signal experience.
7. Must obtain and maintain Iowa driver's license and have good driving record based on City of Waterloo insurability criteria. 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 DWI, reckless driving or other major moving violation within the previous five years will automatically eliminate applicant from consideration for employment. Loss of license or conviction for DWI, reckless driving or other major moving violation after appointment to position will result in layoff, leave of absence or termination. Four or more citations for moving violations within a three- year period or three or more citations for moving violations within a one-year period will be reviewed on a case-by case basis and continued employment will depend on insurability. Two or more at-fault accidents within a three-year period while driving a City vehicle may result in disciplinary action up to and including termination.

ESSENTIAL PHYSICAL ABILITIES

The following physical abilities are required with or without accommodation.

1. Sufficient speech and hearing that permits the employee to respond to questions from the public, public officials, contractors and coworkers in person or on the telephone and to 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.

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 and drug test by a physician of the City's choice to determine if an applicant is capable of performing the essential functions of the job.
3. The City of Waterloo will conduct a background investigation including employment and criminal history checks on any applicant being considered for this position.
4. Must submit to Civil Service examination procedures including an oral interview.

WORK SCHEDULE

Generally Monday-Friday, 7:00 a.m. - 4:00 p.m. with one hour unpaid lunch. Must be available for department or City activities or meetings that require the attendance of the Associate Traffic Engineer.

EXAMINATION INFORMATION

All qualified candidates who apply by the deadline date will be required to appear before an interview panel consisting of a minimum of three people who have expertise in the areas being tested. An individual must receive a minimum average score of sixty points out of one hundred to achieve a passing score on the

interview. The top applicants, as ranked by their scores on the interview, will be the individuals placed on the certified list. Applicants who qualify as outlined and are full time regular employees of the City of Waterloo shall have one additional point per full year of employment up to a maximum of five points added to their final score. Honorably discharged men and women from the 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. Employment is contingent on possession of a good driving record based on City of Waterloo driver performance criteria and passing a post job offer physical and drug test.

EXAMINATION DATE

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

ASSOCIATE TRAFFIC ENGINEER 2023

A.A./E.E.O.

Minority, female & disabled individuals are encouraged to apply.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Eric Ritland Board/Commission: Cultural & Arts Commission Expiration Date: December 31, 2026 (Renewal)

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Board & Commission Application - Eric Ritland

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

RECEIVED NOV 01 2017

Date: 12 OCT 2017

I, ERIC RHILAND, request to be appointed to (state preference):

(Name)
1. ARTS COMMISSION 2. _____

Home Phone: _____ Cell Phone: 319 240 8492 Work Phone: 319 433 3823

Home Address 4566 WILLIAM DR Zip Code 50701

Employer INVULSION ARCHITECTURE Title PARTNER

Employer Address 501 SKAMAROSE ST. SUITE 101 Zip Code 50703

How long have you resided in Waterloo? 40+ years

List current membership in organizations and offices held: ROTARY (DOWNTOWN)
SPOKESMAN'S CLUB

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: _____

LIFETIME INTEREST IN VISUAL ARTS, LONG HISTORY
UTILIZING THE W'COO CENTER FOR THE ARTS FACILITY.

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

OUR FIRM HAS A LONG HISTORY WITH THE
FACILITY (ARCHITECTURE) WE HAVE DESIGNED
THE ORIGINAL BUILDING AND ALL ADDITIONS.

References (include phone numbers): MIKE BROSHAR 233 8419

TIM HURLEY 232.1752

ERIC JOHNSON 234.1766

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 _____

RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703

FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301

Rev0414/2014



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Star Rupe Board/Commission: Main Street Waterloo Expiration Date: December 31, 2024 (Renewal)

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Chris Hale Board/Commission: Main Street Waterloo Expiration Date: December 31, 2024 (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 - Chris Hale



CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: December 31, 2023

I, Chris Hale, request to be appointed to (state preference):
(Name)

1. Main Street Waterloo Board - VP 2. _____

Home Phone: _____ Cell Phone: 563-419-5990 Work Phone: _____

Email Address christopher.hale765@gmail.com

Home Address 326 E 4th St #303 Waterloo, Iowa Zip Code 50703

Employer Cedar Falls Community Theatre Title Managing Director

Employer Address 103 Main Street Cedar Falls, Iowa Zip Code 50613

How long have you resided in Waterloo? 2 yrs Email address: christopher.hale765@gmail.com

List current membership in organizations and offices held: _____

Limelight Cedar Valley - Steering Committee
Del Norte Cedar Valley - 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: _____

MSW Economic Vitality member for 1.5 years
Downtown Waterloo Resident for 2 years

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

References (include phone numbers): _____

Jessica Rucker - MSW Executive Director 319-504-1234
Star Rucker - MSW President 319-239-8621

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 CH

Submit Application
Here

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



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Ethan Hughes Board/Commission: Main Street Waterloo Expiration Date: No Term Date (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 - Ethan Hughes



CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 1/4/2024

I, Ethan Hughes, request to be appointed to (state preference):
(Name)

1. Main Street Waterloo 2. _____

Home Phone: _____ Cell Phone: 319-777-9929 Work Phone: 319-874-4201

Email Address ehughes51991@gmail.com

Home Address 1241 Sylvia Ave, Waterloo, IA Zip Code 50701

Employer Lincoln Savings Bank Title Branch Manager

Employer Address 242 Tower Park Dr, Waterloo, IA Zip Code 50701

How long have you resided in Waterloo? 1 yrs Email address: ehughes51991@gmail.com

List current membership in organizations and offices held: Main Street Waterloo - Treasurer

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: _____
Have worked in financial industry for 10 years, experienced reconciling general ledgers
and account management.

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

References (include phone numbers): Shannon Morris - 319-560-7394
Michele Knaack - 319-231-9036

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 Ethan Hughes

Submit Application
Here



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Samantha Gutknecht Board/Commission: Main Street Waterloo Expiration Date: December 31, 2024 (Renewal)

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Boards and Commissions Application - Samantha Gutknecht



CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 12/14/2023

I, Samantha Gutknecht, request to be appointed to (state preference):
(Name)

1. Main Street Waterloo 2. _____

Home Phone: N/A Cell Phone: 563-528-9450 Work Phone: 319-235-6211

Email Address sam.gutknecht@cvuw.org

Home Address 8824 Ranchero Road Zip Code 50613

Employer Cedar Valley United Way Title Senior Director of Marketing

Employer Address 425 Cedar Street, Suite 300 Zip Code 50701

How long have you resided in Waterloo? ____ yrs Email address: sam.gutknecht@cvuw.org

List current membership in organizations and offices held: Main Street Waterloo - President,
Promotions Council 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: N/A

Briefly explain your qualifications for appointment to a designated Board/Commission: I have
worked in Downtown Waterloo for over five and a half years and am passionate about
seeing downtown thrive.

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

References (include phone numbers): Jessica Rucker - 319-504-1234
Debbie Roth - 319-493-8788

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 Samantha J Gutknecht Digitally signed by Samantha J Gutknecht
Date: 2023.12.14 09:30:42 -06'00'

Submit Application
Here



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Nicholas Hedrick Board/Commission: Main Street Waterloo Expiration Date: No Term Date (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 - Nicholas Hedrick



CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 12/14/23

I, Nicholas Hedrick, request to be appointed to (state preference):
(Name)

1. Main Street Waterloo Board of Directors 2. _____

Home Phone: _____ Cell Phone: 319-290-4475 Work Phone: 319-260-2600

Email Address nhedrick@cfholiday.com

Home Address 207 Highland Blvd. Waterloo Zip Code 50703

Employer Holiday Inn Suites and Event Center Title General Manager

Employer Address 7400 Hudson Road, Cedar Falls Zip Code 50613

How long have you resided in Waterloo? 20 yrs Email address: nhedrick@cfholiday.com

List current membership in organizations and offices held: _____

City of Waterloo Historic Preservation Commission, Experience Waterloo Board of Directors

Main Street Waterloo Board of Directors, Cedar Bend Humane Society Board of Directors

Friends of the Art Center Board of Directors

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

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

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

I have been affiliated with Main Street Waterloo in a multitude of positions and would like to continue

with additional responsibilities to continue the success and growth of both Main Street Waterloo and the City of Waterloo

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

References (include phone numbers): _____

Corey Nolta - 515-570-7580

Michelle Simon - 319- 830 - 8937

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 Nicholas Hedrick

Submit Application
Here

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



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Samantha Price Board/Commission: Main Street Waterloo Expiration Date: December 31, 2024
(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 - Samantha Price

**CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION**

Date: 01/07/2023

I, Samantha Price, request to be appointed to (state preference):
(Name)

1. Waterloo Main Street, Design Council Chair 2. _____

Home Phone: 515-338-0147 Cell Phone: 515-338-0147 Work Phone: 319-233-8090

Email Address samantha@ritlandkuiper.com

Home Address 32056 Spring Avenue, New Hartford, IA Zip Code 50660

Employer RITLAND+KUIPER Landscape Architects Title Senior Landscape Architect

Employer Address 501 Sycamore Street, Mezz. A, Waterloo, IA Zip Code 50703

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

List current membership in organizations and offices held: _____

MSW Design Council Board

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

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

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

I have been on MSW design council board for 6 years and

have helped with various events, as well as, participated in fundraising efforts.

Our office has been located in downtown Waterloo for over 50 years.

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

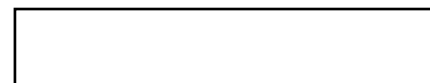
References (include phone numbers): _____

Craig Ritland - 319-231-8494

Mark Kuiper - 319-415-9293

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

Signature 



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



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Donald Patnode Board/Commission: Main Street Waterloo Expiration Date: December 31, 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 - Donald Patrode



**CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION**

Date: 12/14/2023

I, Donald Patnode, request to be appointed to (state preference):

(Name)
1. Main Street Waterloo Board 2. _____

Home Phone: _____ Cell Phone: (319)-464-6058 Work Phone: _____

Email Address DPatnode @ PDCM.com

Home Address 3665 Inverness Rd Waterloo, IA Zip Code 50701

Employer PDCM Insurance Title Commercial Producer

Employer Address 3022 Airport Blvd, Waterloo, IA Zip Code 50703

How long have you resided in Waterloo? 23 yrs Email address: dpatnode @ PDCM.com

List current membership in organizations and offices held: _____

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

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

Briefly explain your qualifications for appointment to a designated Board/Commission: Being
a professional within the community, getting involved is something I pride
myself on. With the connections I have, tied into the work I do,
I have an avenue to give back to this town in a substantial way.

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

Coaching football for Columbus Catholic in town as well, has
left a desire to give back to the community and inflict
positive change throughout.

References (include phone numbers): Chris Feseday: (319) 234-9090
Jay Shares: (319) 230-3223 Kent McCausland: (319) 830-1589

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 Donald Patnode

Submit Application
Here



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Zach Hansen Board/Commission: Main Street Waterloo Expiration Date: December 31, 2024 (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 - Zach Hansen

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 12/08/2021

I, Zach Hansen, request to be appointed to (state preference):

(Name)

1. Main Street Waterloo President 2. _____

Home Phone: _____ Cell Phone: 319 215 9469 Work Phone: _____

Email Address Zachh@invisionarch.com

Home Address 1433 Hummingbird cr. Waterloo IA Zip Code 50702

Employer Invision Title Architect

Employer Address 501 Sycamore St Waterloo IA Suite 101 Zip Code 50701

How long have you resided in Waterloo? 2 yrs Email address: See above

List current membership in organizations and offices held: Community Development Board member
218 Corridor Design Review Board Member, Cedar Valley Housing Corp

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: 2 yrs

41 MSLR as EV board person & Chair.

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

References (include phone numbers): John Chiles (757) 759-2284

Eric R. Hord (319) 240-8452

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 _____

RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703

FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Jeanne Miller Board/Commission: Main Street Waterloo Expiration Date: December 31, 2024
(Renewal)

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

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COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Boards and Commissions Application - Jeanne Miller



**CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION**

Date: 12-18-23

I, Leanne Miller, request to be appointed to (state preference):
(Name)

1. Main Street Waterloo Board 2. _____

Home Phone: _____ Cell Phone: 319-269-8009 Work Phone: _____

Email Address jm21ax@yahoo.com

Home Address 521 W. 10th St, Cedar Falls Zip Code 50613

Employer Retired Title _____

Employer Address _____ Zip Code _____

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

List current membership in organizations and offices held: _____

NE IA Food Bank - 20yr Board, Chair, Committee chairs
Goodwill Industries of NE Iowa - Board - former

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: _____

U.S. Bank work as Community Affairs Manager - focus on
small business, revitalizing distressed areas, NP's that
serve LMI people

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

work with National Main Street America while employed
Former State of Iowa Habitat for Humanity Board

References (include phone numbers): _____

Jessica Rucker 319-504-1234

Adrianne Miller 563-926-0843

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 Leanne Miller

Submit Application
Here

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



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Jacob Bauer Board/Commission: Main Street Waterloo Expiration Date: December 31, 2024 (New)

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

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SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Boards and Commissions Application - Jacob Bauer



**CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION**

Date: _____ 1/11/24 _____

I, _____ Jacob Bauer _____, request to be appointed to (state preference):
(Name)

1. _____ Mainstreet _____ Waterloo _____ 2. _____

Home Phone: _____ 712-304-1795 _____ Cell Phone: _____ Work Phone: _____

Email Address _____ Jacobbauer111@gmail.com _____ Home Address _____ 132

Bertch Ave Waterloo, IA _____ Zip Code _____ 50702 _____

Employer _____ Hach Company _____ Title _____ Global Commodity Manager _____

Employer Address _____ 100 Dayton Ave Ames, IA _____ Zip Code _____ 50010 _____ How long

have you resided in Waterloo? _____ 3 _____ yrs Email address: _____ jacobbauer111@gmail.com _____ List current

membership in organizations and offices held: _____ on the committees of EV and Promo for

Mainstreet Waterloo. _____

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: _____

_____ Believe in the good and outstanding work that Mainstreet Waterloo is doing and want to
work at make Waterloo a better place to life, visit, and play. Committed to help the Downtown
business through fundraiser and support.

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

References (include phone numbers): _____

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

Signature _____ *Jacob Bauer* _____

Submit Application Here

FAX 291-4286; EMAIL:

mayor@waterloo-ia.org; PHONE

291-4301



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Gabby Barnett Board/Commission: Main Street Waterloo Expiration Date: December 31, 2026 (New)

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

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ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Boards and Commissions Application - Gabby Barnett



CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 1-3-24

I, Gabby Barnett, request to be appointed to (state preference):
(Name)

1. Main Street Waterloo Board 2. _____

Home Phone: _____ Cell Phone: 319-961-0042 Work Phone: 319-291-1215

Email Address gbarnett@kwul.com

Home Address 3362 Mount Vernon Dr., Waterloo, IA Zip Code 50701

Employer KWUL Title Account Manager

Employer Address 511 E 5th St., Waterloo, IA Zip Code 50703

How long have you resided in Waterloo? 31 yrs Email address: gbarnett@kwul.com

List current membership in organizations and offices held: _____

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

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

Briefly explain your qualifications for appointment to a designated Board/Commission: years of advertising experience, lifelong Waterloo resident, willingness to volunteer

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

References (include phone numbers):

Kelly Jones 319-291-1221

Mikayla Fuchs 319-291-1228

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 [Signature]

Submit Application
Here

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



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

David Deeds Board/Commission: Main Street Waterloo Expiration Date: December 31, 2026
(Renewal)

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

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ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Boards and Commissions Application - David Deeds

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 12/5/19

I, DAVID DEEDS, request to be appointed to (state preference):

1. ^(Name) Main Street Waterloo 2. Planning & Zoning

Home Phone: — Cell Phone: 773 255 2258 Work Phone: 319 233 3147

Email Address DDeeds@jsadevelopment.com

Home Address 922 Mulberry St, Waterloo Zip Code 50703

Employer JSA Development, LLC Title CFO

Employer Address 215 E 8th street, Waterloo Zip Code 50703

How long have you resided in Waterloo? 14 yrs Email address: above

List current membership in organizations and offices held: Main Street Waterloo P. attended

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: —

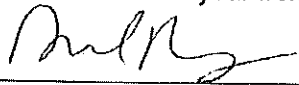
Briefly explain your qualifications for appointment to a designated Board/Commission: —

Previous experience & professional experience.

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

References (include phone numbers): Jim Walsh 319-234-5701

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 

RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703

Rev 04/11/18

FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Brendon Wagner Board/Commission: Main Street Waterloo Expiration Date: December 31, 2025 (Renewal)

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

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LEGAL DESCRIPTION

ATTACHMENTS

1. Boards and Commissions Application - Brendon Wagner



**CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION**

RECEIVED DEC 17 2021

Date: 12/15/21

I, Brendon Wagner, request to be appointed to (state preference):
(Name)

1. Main Street Waterloo Board 2. _____

Home Phone: _____ Cell Phone: (314) 591-0348 Work Phone: (319) 291-0155 ext 3860

Email Address brendon.wagner@spectrapp.com

Home Address 45 W Jefferson Zip Code 50701

Employer Spectra Title General Manager- Waterloo Convention Center

Employer Address 200 W 4th St Zip Code 50701

How long have you resided in Waterloo? 2 yrs Email address: _____

List current membership in organizations and offices held: _____

International Association of Venue Managers, Industry Affairs Council 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: _____

General Manager of a downtown event facility designed to bring more people from inside and outside the community into Downtown Waterloo, increasing economic impact to downtown and the community as a whole.

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

References (include phone numbers): Carrie Jackson- (515) 564-8135

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 Brendon Wagner Digitally signed by Brendon Wagner
Date: 2021.12.15 16:43:25 -06'00'

Submit Application
Here

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



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Dan Levi Board/Commission: General Contractor Board Expiration Date: February 15, 2027 (Renewal)

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

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SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Boards and Commissions Application - Dan Levi

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

OK

Date: 01.13.2021I, Dan Levi, request to be appointed to (state preference):1. Iowa General Contractors 2. _____Home Phone: _____ Cell Phone: _____ Work Phone: 319.277.5636

Home Address _____ Zip Code _____

Employer Levi Architecture Title ArchitectEmployer Address 1009 Technology Parkway Cedar Falls, IA Zip Code 50613

How long have you resided in Waterloo? _____ years

List current membership in organizations and offices held: American Institute of ArchitectsI am available for meetings: ☒ A.M. ☒ P.M. ☒ Noon ☒ EveningsI 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: _____

Licensed Architect with 23 years of experience.

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

References (include phone numbers): _____

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

Appt'd to 1st 3-year term 2/15/21; exp 2/15/24

Signature _____

RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703

Rev 04/14/2014

FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Brandon Schoborg Board/Commission: General Contractor Board Expiration Date: February 19, 2027 (Renewal)

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

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COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Boards and Commissions Application - Brandon Schoborg

RECEIVED FEB 09 2018

CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION

Date: 2/9/18

I, Brandon Schoborg, request to be appointed to (state preference):
(Name)

1. General Contractors Board 2. _____

Home Phone: 319-464-5123 Cell Phone: 319-464-5123 Work Phone: 319-232-5400

Home Address 208 Whitetail Rdg, Hudson Zip Code 50643

Employer Cardinal Construction, Inc. Title Vice President - Project Management

Employer Address 531 Commercial St, Waterloo Zip Code 50701

How long have you resided in Waterloo? 14 years (place of business)

List current membership in organizations and offices held: I am member of the Master Builders of Iowa
and serve on the scholarship committee. I am member of the Hudson Park and Rec Board and serve as the
chairman.

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

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

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

I am a graduate of the University of Northern Iowa in Construction Management. I have worked at Cardinal
Construction for 14 years and been a project manager for 10 years. I currently serve as the City of Hudson
Park and Rec board chair and enjoy volunteering my time to help the community.

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

Email address: bschoborg@cardinalconst.com

References (include phone numbers): Jon Mixdorf - 319-232-5400

Dan Channer - Struxture Architects - 319-234-1515

Augie Ferguson - Iowa Wall Systems - 319-296-1663

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 Brandon Schoborg

RETURN TO MAYOR'S OFFICE, 715 MULBERRY ST., WATERLOO, IA 50703

FAX 291-4286; EMAIL: mayor@waterloo-ia.org; PHONE 291-4301

Rev 04/14/2014



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mayor Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Jessica Rucker Board/Commission: Leisure Services Commission Expiration Date: March 1, 2027
(New-full)

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

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COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Boards and Commissions Application - Jessica Rucker



**CITY OF WATERLOO, IOWA
BOARDS & COMMISSIONS APPLICATION**

RECEIVED OCT 13 2021

Date: 10/13/2021

I, Jessica Rucker, request to be appointed to (state preference):
(Name)

1. Design Review Board 2. Leisure Services Commission

Home Phone: _____ Cell Phone: 319-504-1234 Work Phone: 319-291-2038

Email Address director@mainstreetwaterloo.org

Home Address 927 Progress Ave Zip Code 50701

Employer Main Street Waterloo Title Executive Director

Employer Address 212 E 4th St Zip Code 50703

How long have you resided in Waterloo? 7 yrs Email address: director@mainstreetwaterloo.org

List current membership in organizations and offices held: I currently serve on the Complete Streets Advisory Committee and the CEPA Committee. Main Street Waterloo holds liaison positions on the Historic Preservation Commission and Experience Waterloo Board as well as our own board.

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: _____

Main Street Waterloo works to ensure the aesthetics of downtown and promote quality. Being a part of this board would help ensure the City and MSW are working together on projects. MSW hosts many events in downtown and works to engage people in the leisure amenities Waterloo has to offer.

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

I am passionate about sharing the positives of Waterloo. Anything I can do to help the community is important to me.

References (include phone numbers): _____

John Chiles 757-759-2284

David Deeds 773-255-2258

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

Signature: _____

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

Rev 02/20/2020

Appt'd 12/6/21 to fill remaining term of Jacyln Spencer; 1st partial term exp. 3/1/24



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Housing Authority Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Waterloo Housing Authority board minutes of January 16, 2024.

RECOMMENDED COUNCIL ACTION

SUMMARY STATEMENT AND BACKGROUND INFORMATION

NEIGHBORHOOD IMPACT

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SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. WHA Board Meeting 1-16-2024

WATERLOO HOUSING AUTHORITY, Governing Board Meeting Minutes
Tuesday, January 16, 2024 at 4:45 PM
Harold E. Getty Council Chambers – Waterloo City Hall
Members Present: Boesen, Chiles, Creighton-Smith, Feuss, Nichols, Simon

The meeting was called to order at 4:57 p.m. by Chairperson Creighton-Smith. Motioned by Dave Boesen and seconded by Rob Nichols to approve the agenda and minutes of the November 20, 18, 2023 meeting as proposed.

Ayes: All – Motion Carried

New Business

Motioned by Rob Nichols, seconded by Steve Simon to set the date of Public Hearing for FY2024 Annual PHA Plan, and the revised 5-Year Public Housing Capital Fund Action Plan as March 18, 2024.

Ayes: All – Motion Carried

Motioned by Dave Boesen, seconded by Rob Nichols to approve the HAPPY (MRI) Software contract renewal in the amount of \$45,608.61.

Ayes: All – Motion Carried

Motioned by Rob Nichols, seconded by Steve Simon to place on file the Housing Authority report including the Leasing, HAP, and Administrative Fee Utilization Report.

Ayes: All – Motion Carried

Prior to adjournment, Dave Boesen thanked Director Dawson on behalf of the Board for her time and effort during her tenure as Executive Director of the Housing Authority. Ms. Dawson will be retiring January 31, 2024.

Motioned by Rob Nichols, seconded by John Chiles to adjourn the meeting at 5:00 p.m.

Ayes: All – Motion Carried

JD



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Board of Adjustment meeting minutes of November 28, 2023.

RECOMMENDED COUNCIL ACTION

Approval.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

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ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. BoA Minutes November 28, 2023

**CITY OF WATERLOO, IOWA
BOARD OF ADJUSTMENT MINUTES
REGULAR MEETING - 4:00 P.M. NOVEMBER 28, 2023**

The regular meeting of the City of Waterloo Board of Adjustment was called to order by Vice-Chairperson Thornsberry at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Jeri Thornsberry, John Beckman, Carole Gustafson, and Craig Holdiman.

Members present electronically were: None.

Members absent were: None (there is currently one opening on the Board due to the passing of Brad Condon).

Others present were Seth Hyberger, & John Dornoff – the Planning Department, and eight citizens.

Others present electronically were: None.

I. Approval of the Agenda

It was moved by Gustafson and seconded by Holdiman to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meetings on October 24, 2023.

It was moved by Holdiman, seconded by Beckman, to approve the minutes of October 24, 2023, with an amendment to item 2 to change the word stall to staff and indicate that Beckman abstained. Motion carried unanimously.

III. Decision Items

1. Request by Short Enterprises, LLC for a 3-year temporary variance to the hard surfacing requirements to allow for a gravel storage area (for boats, RV's, etc.) in the "M-2" Heavy Industrial District located east of 1330 West Airline Highway.

Dornoff read the staff report recommending approval of the request. Dornoff noted that he received a call of opposition from a neighboring property owner and the Cedar Bend Humane Society.

Thornsberry asked whether they were asking for gravel or recycled asphalt, to which Dornoff responded it could be either as both are not considered to meet the hard surfacing requirements and thus would need a variance, and Holdiman noted that the recycled asphalt should create less dust.

Holdiman questioned about the site plan included in the packet, to which Dornoff responded that is a possible way the property would developed, but the plans have not been finalized.

Dan Arends, VJ Engineering, stated that the applicant plans to use crushed asphalt and that this will most likely be very temporary as the plans for the project have been moving forward. Arends also noted that the applicant wants to get his fence up and store some things out there this winter.

Beckman asked what the overall size of the lot to be developed and if the first project is to put down the recycled asphalt and get the fence erected, to which Arends responded that the property is 2.25 acres and the major concern is to get the entrance constructed is the priority for the applicant.

Holdiman noted that he would abstain from voting since he serves on the Board of Directors of the Cedar Bend Humane Society.

Thornsberry asked if the gravel should be changed to crushed asphalt to help reduce the dust, which would alleviate the concerns of the opposition, to which Dornoff responded that their primary concern was putting in a fence.

It was moved by Gustafson, seconded by Beckman, to approve the request per staff recommendation by Short Enterprises, LLC for a 3-year temporary variance to the hard surfacing requirements to allow for a gravel storage area (for boats, RV's, etc.) in the "M-2" Heavy Industrial District located east of 1330 West Airline Highway. Motion carried 3-0-1 (Holdiman abstained).

2. Request by Mike Fereday Heating and Air Conditioning for a variance to the long dimension front yard on a corner lot for a setback of 5 feet, 5 feet less than the 10 feet required, a variance to the rear yard setback for a setback of 15 feet, 20 feet less than the 35 feet required for a commercial building, and a variance to allow an accessory structure on a lot by itself, across the street from the principal permitted use in the "C-2" Commercial District located east of 911 West 5th Street at the southerly corner of 5th Street and Grant Avenue.

Hyberger read the stall report recommending approval of the request.

Holdiman asked for clarification of which setback was considered the rear yard setback and it appears to be in line with the home next door to which Dornoff clarified the different setbacks of the site and confirmed it is in line with the adjacent properties.

Beckman asked if the property would have a Grant Avenue address, to which Dornoff responded that it could have a Grant Avenue address but that would not affect the setbacks.

It was moved by Holdiman, seconded by Beckman, to approve per staff recommendation the request by Mike Fereday Heating and Air Conditioning for a variance to the long dimension front yard on a corner lot for a setback of 5 feet, 5 feet less than the 10 feet required, a variance to the rear yard setback for a setback of 15 feet, 20 feet less than the 35 feet required for a commercial building, and a variance to allow an accessory structure on a lot by itself, across the street from the principal permitted use in the "C-2" Commercial District located east of 911 West 5th Street at the southerly corner of 5th Street and Grant Avenue. Motion carried unanimously.

3. Request by C&S Automotive for a one-year temporary variance to the hard surfacing requirements to allow for a gravel parking lot located in the "R-3" Multiple Residence District and "C-2,C-Z" Conditional Zoning District located along the southwest side of South Street from West 6th Street to West 7th Street.

Dornoff read the staff report recommending approval of the request with the condition that the rezone request is approved by the City Council.

Thornsberry asked for clarification that no work can be done until the rezoning is approved on three of the four lots and Beckman asked what are the chances of the rezone being approved, to which Dornoff responded that they could work on the one lot that was previously rezoned, but the others would have to wait, but there is a good chance that the rezone will be approved.

November 28, 2023

Holdiman asked if this should wait until the rezoning is approved, to which Dornoff responded that they want the variance approved so that once the rezoning is approved, they can start work otherwise, they might have to wait another month to come back to the Board of Adjustment once the rezone is approved.

Holdiman asked if the Board should put in a condition that recycled asphalt be used to keep down the dust, to which Dornoff responded that they applicants specifically asked for gravel, and this this will most likely only be for a few months until they start work on their new building.

Thornsberry stated she would also like to see the recycled asphalt to which Dornoff responded that if it wasn't the fact that the applicant had specifically states gravel which they probably already have ordered so any change would most like have a significant impact on them.

It was moved by Beckman, seconded by Gustafson, to approve per staff recommendation the request by C&S Automotive for a one-year temporary variance to the hard surfacing requirements to allow for a gravel parking lot with the condition that the rezone request is approved by the City Council located in the "R-3" Multiple Residence District and "C-2,C-Z" Conditional Zoning District located along the southwest side of South Street from West 6th Street to West 7th Street. Motion carried unanimously.

4. Request by Boubin Automotive for a variance to allow for the expansion of a legal non-conforming use of an automotive repair business to allow for the expansion of a parking area in the "C-2" Commercial District located at 1935 Enterprise Drive.

Hyberger read the staff report recommending approval of the request.

Dan Arends, VJ Engineering, stated that this is a minor change to help the applicant with their parking situation. He further noted that a number of options were looked at with Planning and Engineering staff to find the best choice by giving them the best way to solve their parking problems.

Beckman asked if the island would be changed, to which Arends answered that the island, which used to be a pull-up for an ATM, would be narrowed to add more parking and the white pole that is indicated in the site plan is inoperable and has been so it will be removed.

It was moved by Gustafson, seconded by Beckman, to approve per staff recommendation the request by Boubin Automotive for a variance to allow for the expansion of a legal non-conforming use of an automotive repair business to allow for the expansion of a parking area in the "C-2" Commercial District located at 1935 Enterprise Drive. Motion carried unanimously.

5. Request by Ken & Judy Samek for a variance to the side yard setback requirement to allow for a setback of 3', 7' less than the 10' required to allow for the construction of a 15' X 44' (660 square feet) addition to an existing attached garage in the "R-1" One and Two Family Residence District located at 205 Lillian Lane.

Dornoff read the staff report recommending approval of the request.

Ken Samek, 205 Lillian Lane, was available to answer questions.

Beckman asked if the current shed was to be removed to which Samek answered yes as it is in poor condition.

It was moved by Beckman, seconded by Holdiman, to approve per staff recommendation the request by Ken & Judy Samek for a variance to the side yard setback requirement to allow for a setback of 3', 7' less than the 10' required to allow for the construction of a 15' X 44' (660 square feet) addition to an existing attached garage in the "R-1" One and Two Family Residence District located at 205 Lillian Lane. Motion carried unanimously.

6. Request by Kasim Hadzic for a variance to allow for a front yard setback of 6', 9' less than the 15' required on the long dimension of a corner lot to allow for construction of a 35' X 16' (560 square feet) attached garage and a variance to the attached accessory structure size limit to allow for a total of 1,379 square feet of attached accessory structures, 72 square feet more than the 1,307 square feet allowed in the "R-1" One and Two Family Residence District located at 407 Hillcrest Road.

Dornoff read the stall report recommending approval of the request.

There was no comments on this request.

It was moved by Holdiman, seconded by Beckman, to approve per staff recommendation the request by Kasim Hadzic for a variance to allow for a front yard setback of 6', 9' less than the 15' required on the long dimension of a corner lot to allow for construction of a 35' X 16' (560 square feet) attached garage and a variance to the attached accessory structure size limit to allow for a total of 1,379 square feet of attached accessory structures, 72 square feet more than the 1,307 square feet allowed in the "R-1" One and Two Family Residence District located at 407 Hillcrest Road. Motion carried unanimously.

7. Request by Leonard Wulf for a variance to the accessory structure size limit to allow for a total of 3,303 square feet of accessory structures, 1,777 square feet more than the 1,526 square feet allowed in the "C-2" Commercial District located at 53 East Big Rock Road.

Dornoff read the staff report recommending approval of the request.

Beckman asked for clarification that the original application asked to add a carport to which Hyberger stated that the Building Department examined the structure and declared it did not meet building code so it has been torn down so now the request will legalize the buildings that the applicant already has on the site.

Holdiman asked if this item was before the Board last month, to which Beckman responded it was and the Board tabled it because of the Building Department issues which Beckman asked if they have to been satisfied to which Hyberger answered yes.

Beckman asked for further clarification that the additional square footage being requested was to cover the existing structures to which Hyberger answered yes.

Thornsberry asked that since the application was originally for the carport does the Board need to table it, to which Dornoff responded that the applicant was submitted under certain conditions but those conditions changed, but he still needs the variance.

Leonard Wulf, 53 East Big Rock Road, noted that the main building was built by variance, and is paying taxes for the expansion of the building but due to miscommunication he or the contractor did not get a building permit for the additions and he uses the addition to store his historic tractors.

November 28, 2023

Beckman asked if the carport has been removed and if the applicant has intention to building one in the future to which Wulf stated yes it has been removed and he doesn't plan to build one right now.

It was moved by Beckman, seconded by Holdiman, to approve per staff recommendation the request by Leonard Wulf for a variance to the accessory structure size limit to allow for a total of 3,303 square feet of accessory structures, 1,777 square feet more than the 1,526 square feet allowed in the "C-2" Commercial District located at 53 East Big Rock Road. Motion carried unanimously.

8. Request by Brad Thomas for a Special Permit to allow for a 2nd house on a single lot in the "R-2" One and Two Family Residence District located at 751 West Donald Street

Hyberger read the staff report recommending approval of the request.

Beckman asked for confirmation that the existing home is to the south end of the lot and the new building will be toward the north end of the lot and what address will it have to which Hyberger responded that the addressing will be up to the Engineering Department.

Brad Thomas, 751 West Donald Street, noted his house sits in the middle of the property and the property already has two addresses as a mobile home once sat where he is planning to build this new house.

It was moved by Gustafson, seconded by Beckman, to approve per staff recommendations the request by Brad Thomas for a Special Permit to allow for a 2nd house on a single lot in the "R-2" One and Two Family Residence District located at 751 West Donald Street. Motion carried unanimously.

- IV. Election of a Chairperson and Vice-Chairperson for the period ending December 31, 2024

It was moved by Holdiman, seconded by Beckman, to name Thornsberry the Chairman for the period ending December 31, 2024. Motion carried unanimously.

It was moved by Holdiman, seconded by Gustafson to name Beckman the Vice-Chairperson for the period ending December 31, 2024. Motion carried unanimously.

- V. Discussion

The December, 2023 meeting has been canceled.

- VI. Adjournment

It was moved by Gustafson, seconded by Holdiman, to adjourn the meeting at 5:14 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Historic Preservation Commission minutes of November 21, 2023.

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. Historic Minutes 11-21-23

WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES
REGULAR MEETING – November 21, 2023– 4:30 P.M.
The meeting was held in the Mollenhoff Room at City Hall

Chairperson Gilbert called the regular meeting of the City of Waterloo Historic Preservation Commission to order at 4:30 p.m.

Commission Members present were: Matthew Gilbert, Jared Hottle, Hector Salamanca Arroyo, Cole Weliver, Ed Ottesen, Nick Hedrick, Terry Stevens, and Susan Price.

Commission Member(s) absent were: Ivan Valtchev

Others present were: Lexi Schneider and John Dornoff - Planning Staff, Ed Gallagher – Grout Museum, and Tim Kuhlmann – Cedar Valley Historical Society

Approval of Agenda

Motion made by Ottesen, seconded by Price to approve the agenda of the November 21, 2023 regular meeting. Motion carried unanimously.

Approval of Minutes

Motion made by Weliver, seconded by Stevens to approve the minutes of the October 17, 2023 regular meeting. Motion carried unanimously.

Oral Presentations

No Report

Hearings

None

Reports

1. Main Street

No Report

2. Silos and Smokestacks.

No Report

3. Grout Museum

Gallagher stated Matthew Gilbert is a new member of the Grout Board. The Civil Rights Exhibit is still up on the first floor of the Grout Museum. Kelly Sullivan has been helping a lot with the Grout and the Five Sullivan Brothers Plaza Dedication. The Executive Director at the Grout will be retiring on December 15, 2023.

4. Project Update

Schneider shared pictures of the Civil Rights Markers with the Historic Preservation Commission. Price noted East High School is the oldest school in Waterloo, to which Dornoff stated the former school off of Conger Street is the oldest school.

5. Highland

Weliver noted the Christmas wreaths in the neighborhood are up. Hedrick is planning the Christmas Party in the Park with another neighborhood resident.

6. Walnut

No Report

Discussion Items/Possible Action Items

1. School Art Project 2023

Stevens noted she has spoken with the Waterloo Public Library and they are willing to partner with the Commission on the School Art Project. They are able to provide a space for some workshops and the project should begin in January to give enough time for entries and to get the news out.

Gilbert asked if the school provides a space for the kids to complete the artwork, to which Dornoff noted the parents are often more involved in the project than the schools.

Gallagher stated the Commission could look into working with the Waterloo Center for the Arts too.

2. Main Street Waterloo Collaboration

Gilbert explained Main Street is getting ready for the holidays and he will be discussing the Historic Preservation Commission Banquet and Tour De Loo with Jessica next year.

3. Other Collaborations

Hottle introduced Tim Kuhlmann from the Cedar Valley Historical Society. Kuhlmann noted the Cedar Valley Historical Society is interested in having a member of the Waterloo Historic Preservation Commission speak to them on a topic such as immigration in Waterloo, endangered buildings in Waterloo, or the procedures for improvements on historic structures. Kuhlmann stated the Cedar Valley Historical Society meets the fourth Tuesday of each month from May to September at 7pm at the Grout Museum. The cost to attend the meetings is \$3 or \$7 for individual membership and \$12 for a family membership.

Gilbert explained he has been in contact with Jim Daye from the Waterloo Youth City Council. The Waterloo Youth City Council has a historic tour in October that they would be looking to collaborate with the Commission on. The historic tour is for the Youth City Council members

and their parents. The Youth Council has spoken with an individual to get a marker for the oldest school building in Waterloo.

Gilbert stated he called the Waterloo Human Rights Commission to find a representative for the Civil Rights Task Force. Gilbert also will meet with Nicholas from the Grout on the Civil Rights History Markers.

4. City-Owned Properties and Demo List

Schneider noted 1003 Vine Street is being filed on by the City to take through 657A. Noel will be meeting with the Commission on the Dunsmore House during the December meeting.

Gilbert noted the property on Lafayette Street is now a vacant lot after the fire damaged house was removed.

Hottle questioned what the structure at 1003 Vine Street was rated for significance, to which Schneider stated the property is rated as an A structure.

5. Maps

Dornoff explained and gave a tour of the National Register Highland Walking Tour Map. He noted the map shows the stories of each property in the Highland Neighborhood.

Hedrick asked if the residents can send him stories of the home if they have additional ones, to which Dornoff noted they can. Stevens questioned if there was much info on the Rath home, to which Dornoff stated there was little information on the Rath home.

Hottle asked if these maps could be placed on Facebook, to which Dornoff noted he can speak with Tara to get the maps on the Facebook page.

6. Goals and Action Plans

Schneider noted a few upcoming grants. Dornoff stated the Northeast Triangle Survey was paid for by a CLG Grant.

Gilbert asked the Commission if they would want to meet with City Council in January sometime to discuss their budget and the Dunsmore House. Salamanca Arroyo questioned if the City has any Commissions that run as a line item budget, to which Schneider stated she is not aware of any.

Gilbert noted a few possible uses for funding, such as a grant program to help rehab homes in Waterloo, workshops on historic homes and guidelines for contractors and realtors, and neighborhood survey's.

Discussion Items:

Schneider reminded commission members that the CLG Report will be coming due soon, so they should send their training sessions and hours, such as the Preserve Iowa Summit.

Schneider noted the National Register of Historic Places Workshop in Decorah went well and there was a lot of good information shared, such as different ideas for the CLG Grant.

Design Guidelines:

No Report

Adjournment

Chairperson Gilbert adjourned the meeting at 5:35 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Lexi Schneider".

Lexi Schneider
Planner I



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Planning, Programming, and Zoning Commission minutes of December 12, 2023.

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. P&Z Minutes December 12, 2023

MINUTES
CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. DECEMBER 12, 2023

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Trost at 4:00 p.m. via Zoom and in person in the Harold E. Getty Council Chambers at Waterloo City Hall.

Members present were: Steve Trost, Janelle Ewing, Cody Leistikow, Eric Donat, Brandon Schoborg, Phillip Shirk, and Kristen Schaefer.

Members present electronically were: None

Members absent were: Lekeisha Veasley and Patrisha Serfling.

Others present were: Lexi Schneider and John Dornoff – Planning Department; Jamie Knutson – City Engineer, Rob Nichols – City Council Liaison; and 3 citizens.

Others present electronically: Dave Boesen – City Council Liaison.

I. Approval of the Agenda

It was moved by Schoborg and seconded by Leistikow to approve the amended agenda combining items C1 through C3. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on November 14, 2023.

It was moved by Ewing and seconded by Schoborg to approve the minutes of the November 14, 2023 meeting. Motion carried unanimously.

III. Financial Report October 2023.

Dornoff reviewed the financial report.

It was moved by Donat and seconded by Shirk to receive and place the financial report on file. Motion carried unanimously.

IV. Oral Presentations

There was no oral presentations.

V. New Business

A. Hearings – Rezones

1. 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 for expansion of an auto sales facility located on the southwest side of South Street from West 6th Street to West 7th Street.

It was moved by Leistikow and seconded by Donat to receive and place on file the statement of verification at 4:02 p.m. Motion carried unanimously, and Trost declared the hearing open.

Dornoff read the staff report recommending approval of the request with the following conditions: 1) that the final site plan meets all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, screening, drainage, etc. and 2) a combination of solid fencing and landscaping screening

will be required along the west/southwest property line for this site. This will buffer the property from the single-family homes to the west and southwest.

Donat asked if the condition to allow for gravel by submitting a site plan and drainage plan had been satisfied yet, to which Dornoff responded that the Board of Adjustment had granted a variance to allow for the gravel, but the rezone must pass the City Council first and that Knutson would not allow them to put down any gravel until he gets a satisfactory site plan, with drainage plan.

Schoborg asked if the single-family homes in the area received notice, to which Dornoff responded yes, notices were sent to properties within 250 feet and further noted that a majority were actually owner-occupied, which was surprising in that area which has a lot of rentals.

It was moved by Schoborg, seconded by Ewing, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:10 p.m.

It was moved by Schoborg, seconded by Donat, to recommend approval of the 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 for expansion of an auto sales facility with the following conditions: : 1) that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, screening, drainage, etc. and 2) a combination of solid fencing and landscaping screening will be required along the west/southwest property line for this site. This will buffer the property from the single-family homes to the west and southwest. located on the southwest side of South Street from West 6th Street to West 7th Street. Motion carried unanimously.

2. 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.

It was moved by Leistikow and seconded by Ewing to receive and place on file the statement of verification at 4:11 p.m. Motion carried unanimously, and Trost declared the hearing open.

Schneider read the staff report recommending approval of the request.

Schoborg noted he would be abstaining from voting on this request.

Tim Combs, Executive Director for Americans for Independent Living, noted this is just needed for temporary use, which will also help pay taxes until the organization can become tax-exempt and will help the organization get started.

Trost noted he appreciates what Americans for Independent Living is doing.

It was moved by Ewing, seconded by Shirk, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:16 p.m.

It was moved by Ewing, seconded by Leistikow, to recommend approval of 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.. Motion carried 6-0-1 (Schoborg abstained).

B. Plat

1. Request by the City of Waterloo for the Final Plat of North Crossing 4th Addition, a 14-lot commercial subdivision in the “C-P” Planned Commercial District located between Logan Avenue (US Highway 63) and East 4th Street south of Ralston Road.

Dornoff read the staff report recommending approval of the request with the following condition: that the plat is updated and additional documents are submitted as required by staff before the request is sent to City Council.

Donat stated he is in support of sidewalks being required in the development area.

It was moved by Schoborg and seconded by Donat to recommend approval of a request by the City of Waterloo for the Final Plat of North Crossing 4th Addition, a 14-lot commercial subdivision in the “C-P” Planned Commercial District located between Logan Avenue (US Highway 63) and East 4th Street south of Ralston Road with the following condition: that the plat is updated and additional documents are submitted as required by staff before the request is sent to City Council. Motion carried unanimously.

C. Vacates/Dedicates

1. Request by the City of Waterloo to vacate a portion of West Airline Highway east of 3165 West Airline Highway

Schneider read the staff report recommending approval of the request with the following condition: that a utility and drainage easement be maintained under, upon, and above the proposed vacate.

Leistikow asked if there would be any special processes to ensure this property gets into the proper hands since it used to be a state highway to which Dornoff noted that the property has actually already been sold but all the proper procedures were followed that is required for disposing of property acquired for highways.

It was moved by Leistikow and seconded by Shirk to recommend approval of a request by City of Waterloo to vacate a portion of West Airline Highway east of 3165 West Airline Highway with the following condition: that a utility and drainage easement be maintained under, upon, and above the proposed vacate. Motion carried unanimously.

VI. Election of the Chairperson and Vice-Chairperson for the period ending December 31, 2024

It was moved by Schoborg and seconded by Shirk to nominate Steve Trost as Chairperson and Brandon Schoborg as Vice-Chairperson for the period ending December 31, 2024. Motion carried unanimously.

VII. Discussion

The next meeting of the Planning, Programming, and Zoning Commission will be held on January 9, 2024.

VIII. Adjournment

It was moved by Schoborg and seconded by Leistikow to adjourn the meeting at 4:34 pm. Motion carried unanimously.

Respectfully submitted,

Planning and Zoning Commission
December 12, 2023

A handwritten signature in black ink, appearing to read 'J. Dornoff', written in a cursive style.

John Dornoff,
Planner II



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

City Clerk Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Liquor Licenses

- a. Casey's General Store, 51 E. Tower Drive, Class E Alcohol w/Sunday Sales (Renewal) Exp: 2/28/2025.
- b. Cork's, 1956 Lafayette St., Class E Alcohol w/Sunday Sales (New) Exp: 1/16/2025.
- c. Family Dollar #32879, 1608 University Ave., Class B Alcohol w/Sunday Sales (Renewal) Exp: 1/6/2025.
- d. The Loft, 710 Jefferson St., Class C Alcohol w/Sunday Sales (Renewal) Exp: 1/30/2025.
- e. The Other Place, 360 E. Ridgeway Ave., Class C Alcohol w/Sunday Sales (Renewal) Exp: 1/25/2025.
- f. SAC'S Neighborhood Pub, 2000 Hawthorne Ave., Class C Alcohol w/Outdoor Sales and Sunday Service (Renewal) Exp: 1/31/2025.
- g. Family Dollar #21424, 1120 Franklin St., Class B Alcohol w/Sunday Sales (Renewal) Exp: 8/7/2024.

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

None



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Greg Ahlhelm, Building Official
Building Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Waterloo Convention Center Restroom Renovation Project.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The apparent low bidder is Peters Construction of Waterloo, Iowa, with a base bid price of \$998,998.00. The total bid accepting Alternate 1 (deduct of \$3,301.00) is \$995,697.00

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Bid Tab Waterloo Convention Center Restroom Renovation Project
2. PH - WCC Restroom Reno

3. 29513 Letter of Recommendation

Waterloo Convention Center Restroom Renovation Project
January 25, 2024
Bid Tab

Estimate: \$1,100,000.00

Bidder	Bid Security	Bid Amount	Alt 1 +/Add -/Deduct	Alt 2 +/Add -/Deduct
Matt Construction, Inc. Sumner, IA	5%	\$1,282,000.00	+\$7,000.00	-\$10,000.00
N.B. Koch General Contractors, Inc, Cedar Falls, IA	5%	\$1,171,300.00	\$0.00	-\$8,000.00
Peters Construction Corp. Waterloo, IA	5%	\$998,998.00	-\$3,301.00	-\$10,501.00
Larson Construction Co., Inc Independence, IA	5%	\$1,260,000.00	+\$11,000.00	-\$5,000.00
Huff Contracting, Inc. Waterloo, IA	5%	\$1,106,796.00	-\$4,000.00	-\$10,890.00

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

Letter of Recommendation

JANUARY 29, 2024



City Council
City of Waterloo
715 Mulberry St.
Waterloo, Iowa 50703

RE: Official Notice to Proceed for Waterloo Convention Center Restroom Renovation

Dear Waterloo City Council,

On Thursday, January 25, 2024, Bids were received for the Waterloo Convention Center Restroom Renovation . A total of five (5) bids were received ranging from \$998,998 to \$1,282,000. The project included a deduct Alternate to change the flooring the basement restrooms with prices ranging from -\$4,000 to +\$11,000 and an alternate to change the flooring in the main restrooms with a price range from -\$10,890 to -\$5,000.

The apparent low bidder is Peters Construction of Waterloo, Iowa, with a base bid price of \$998,998 and an alternate 1 deduct of \$3,301. Their total bid with Alternate 1 included is \$995,697. We have confirmed that Peters Construction's bid is complete and thorough. Therefore, we recommend approval of Peters Construction's bid along with the alternate.

Sincerely,

A handwritten signature in black ink, appearing to read "Nathan Compton", is positioned above the printed name.

Nathan Compton, AIA, CDT
Senior Architect
Nathan.Compton@ISGInc.com



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Paul Huting, Leisure Services Director
Leisure Services Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Purchase of two Golf Course Greens Mowers.

RECOMMENDED COUNCIL ACTION

Approve Purchase

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This transaction will replace high-hour older units at the public golf courses. These units are needed to properly operate the golf courses.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Estimated cost \$100,000.
Funding is budgeted for in CIP Bond Funds from the Golf Course Off Road Maintenance Account.

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

Jamie Knutson, City Engineer
Engineering Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with Survey And Mapping, LLC, of Maryville, Missouri, in the amount of \$93,750.00, in conjunction with the FY 2024 Easement Digitization, Contract No. 1101, 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

1. Waterloo, IA Professional Services Agreement for Easements 1.12.24

SURVEYING AND MAPPING, LLC.
PROFESSIONAL SERVICES AGREEMENT

For

WATERLOO, IA

PROJECT NAME

Third Party Easement Mapping Services

Prepared for:

Quentin Hart
Mayor
City of Waterloo
715 Mulberry St.
Waterloo, IA 50703

By:

Kirk Larson, Director of GIS Operations
Surveying And Mapping, LLC.
501 N Market Street
Maryville, MO 64468
(660)562-0050

Submittal Date:
January 12, 2024

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT made and entered into by and between the City of Waterloo, IA (hereafter referred to as “CLIENT”) and Surveying And Mapping, LLC, (SAM, LLC), whose place of business is located at 501 North Market, Maryville, Missouri, (hereafter referred to as the “COMPANY”).

PURPOSE AND INTENT

This agreement covers the data collection, creation and construction of easements in the GIS program for The City of Waterloo, IA in accordance with the attached Scope of Services in ATTACHMENT A for a GIS Implementation Program.

WITNESSETH

WHEREAS, the COMPANY shall provide all qualified personnel and materials as required for the implementation of a utility GIS program for the CLIENT, and;

WHEREAS, the COMPANY has prior experience in this and/or other related mapping projects and therefore has a complete understanding of the needs and purpose of this utility GIS program and;

WHEREAS, the CLIENT desires to utilize the GIS services of the COMPANY;

NOW HERewith, the COMPANY agrees to execute this program and provide the services as outlined in the attached specifications known as ATTACHMENT A, herein made a part of this agreement.

SECTION ONE- GENERAL PROVISIONS

- I.1 Whenever the term “CLIENT” is used, it shall mean The City of Waterloo, Iowa.
- I.2 Whenever the term “COMPANY” is used, it shall mean Surveying And Mapping, LLC.
- I.3 Whenever the term “GIS” is used, it shall mean Geographic Information System.
- I.4 Whenever the term “ATTACHMENT A” is used, it shall mean the ATTACHMENT A – Scope of Services Document dated December 29, 2023, presented to Waterloo by SAM, LLC.
- I.5 This contract between The City of Waterloo and SAM, LLC shall be deemed an Iowa contract and shall be governed by the Laws of the State of Iowa. It is specifically understood by the parties that this contract is not a contract with the State of Iowa. The COMPANY shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or any resulting agreement or its rights, title, or interest therein, or its power to execute such agreement, to any other person, COMPANY, or corporation, without the previous written approval of the CLIENT.
- I.6 At the conclusion of this contract or in the event this agreement terminates, all work products of any kind and description shall become the property of the CLIENT.

- 1.7 Whenever the term “AGREEMENT”, is used, it shall mean this document and all attachments and addendum and shall constitute the full agreement and complete contract between the parties except as amended according to Section 10.
- 1.8 COMPANY agrees to save and hold harmless the CLIENT and its agents, servants, and employees of, and from, any and all liabilities, expenses, causes of action, damages and attorney’s fees resulting, or to result, from any of the COMPANY’s business or operations resulting from any act or omission of the COMPANY’s agents, servants or employees.
- 1.9 COMPANY shall comply with all applicable laws, ordinances, codes, and regulations, including all applicable OSHA regulations, in the performance of this contract. If the COMPANY is contacted by any federal, state, county, or CLIENT agency, or any private agency, regarding any aspect of this AGREEMENT, the COMPANY shall promptly contact the CLIENT and shall not respond to the agency without being expressly authorized by the CLIENT to do so.

SECTION TWO - ADDITIONAL PROVISIONS

- 2.1 The Engineering Department GIS Technician shall designate the employees to be trained on the GIS program. Training provided by the COMPANY shall be sufficient to familiarize the CLIENT’S designated employees to operate and work within the GIS program.
- 2.2 The COMPANY shall, at the request of the CLIENT, prepare and present to the CLIENT, a progress report for each phase of the project.
- 2.3 During the term of this agreement and at all times COMPANY provides services to CLIENT, COMPANY shall have in effect commercial general liability insurance, automobile liability insurance and workers compensation and employers' liability insurance in those amounts set forth on the Certificate of Liability Insurance attached hereto.
- 2.4 COMPANY shall provide to the CLIENT, as Certificate Holder, a current certificate of insurance reflecting those coverage's set forth on the attached certificate that will remain in effect at all times COMPANY provides services to the CLIENT under this AGREEMENT.

SECTION THREE - SCOPE OF SERVICES

- 3.1 COMPANY agrees to perform the Scope of Services outlined in Attachment A of this AGREEMENT. Attachment A is hereby incorporated into this AGREEMENT.

SECTION FOUR - PROSECUTION OF WORK AND COMPLETION

- 4.1 The COMPANY shall commence the work to be performed under ATTACHMENT A of this AGREEMENT after acceptance and project schedule approval by the CLIENT and COMPANY.
- 4.2 The COMPANY shall carry on the GIS Implementation program without interruption and shall make available to the CLIENT all work that has been completed and approved by the CLIENT to be used by the CLIENT during and at the completion of this contract agreement.
- 4.3 To meet the CLIENT’s final delivery date of all approved items in ATTACHMENT A on August 1, 2024, a Notice to Proceed from the CLIENT is required no later than February 1, 2024.

- 4.4 No extension time shall be granted to the COMPANY unless the request for an extension is made in writing fifteen (15) days prior to the expiration date of this contract. The request must be approved by the CLIENT and must be based on one or more of the following:
- 4.4.1 Acts of nature that directly affects the COMPANY's ability to perform.
 - 4.4.2 Acts of government agencies that may affect the COMPANY'S performance.
 - 4.4.3 Circumstances beyond the control of the COMPANY and not due to any negligence on the part of the COMPANY or its employees (fire, floods, emergencies, or delay brought about by others, etc.)

SECTION FIVE – FEES FOR SERVICE AND METHOD OF PAYMENT

- 5.1 For the performance of the AGREEMENT by the COMPANY, the CLIENT shall pay the COMPANY the rate as listed below for the scope of work and deliverables in ATTACHMENT A of this agreement. Fee Schedule will be itemized as follows:
- | | | |
|-------|------------------|-------------|
| 5.1.1 | Easement Mapping | \$93,750.00 |
|-------|------------------|-------------|
- 5.2 CLIENT reserves the right to request additional work and changes where unforeseen conditions require changes and work beyond the scope of services in ATTACHMENT A. Additional work requested by CLIENT or recommended by the COMPANY, that is not part of ATTACHMENT A of the AGREEMENT shall require a supplemental agreement and must be approved by both the CLIENT and COMPANY prior to performing any additional work or changes, or incurring any additional costs therefore.
- 5.3 Any change in compensation shall be covered in the supplement agreement. COMPANY shall not be compensated for additional work beyond ATTACHMENT A when the CLIENT has not given prior written approval to the COMPANY.
- 5.4 All work performed under this AGREEMENT will be invoice by the COMPANY to the CLIENT on a monthly basis throughout the duration of the project. The CLIENT shall remit payment on invoices submitted by the COMPANY within 30 calendar days.
- 5.5 Invoices unpaid after 45 days may be subject to a monthly service charge of 1.5% on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the invoice date, COMPANY may institute collection action and CLIENT shall pay all costs of collection, including reasonable attorney's fees.

SECTION SIX - OWNERSHIP AND DISTRIBUTION OF MATERIAL

- 6.1 Ownership of all data and materials created for the performance of this agreement as identified in ATTACHMENT A involved herein shall belong to the CLIENT.
- 6.2 No copyright of any nature shall be granted to the COMPANY by the CLIENT relative to any material or product resulting from this agreement and GIS Implementation program.
- 6.3 One-Time or subsequent requests for electronic data files and/or web-based GIS access will not be provided or distributed to any third party without the CLIENT'S written consent. COMPANY reserves the right to charge any third party for time and materials associated with preparation and delivery of the CLIENT'S data.

SECTION SEVEN - CLIENT RESPONSIBILITIES

- 7.1 CLIENT will be responsible for public communication to citizens within the project's geographical boundaries. Prior to commencement of the project, CLIENT will provide to the COMPANY with a document signed by an authorized CLIENT agent briefly explaining the project and stating the appropriate contact method for the CLIENT.
- 7.2 CLIENT will be responsible for ensuring all desired employees are present for the project kick-off meeting when the COMPANY'S Project Manager comes on-site for the Kick-Off Meeting. It is the CLIENT'S responsibility to communicate to any employees not present at the Kick-Off meeting.
- 7.3 CLIENT will designate the employees who will receive training on the GIS program and will ensure they are present for the training provided by the COMPANY. Additional or Subsequent training requests are considered supplemental services.
- 7.4 CLIENT will be responsible for any and all costs associated with obtaining GIS data from 3rd parties for the purpose of integrating into the GIS program developed by the COMPANY.
- 7.5 CLIENT shall, at the request of the COMPANY, uncover and provide access to features documented in the report provided by the COMPANY within 90 days of notifications by the COMPANY. In the event the CLIENT does not uncover or make accessible those features within 90 days of notification by the COMPANY, the COMPANY reserves the right to treat additional field work as it pertains to the features listed in the report provided by the COMPANY, as supplemental services complying with the guidelines in Section 5 of this agreement. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in excess of 90 days.
- 7.6 CLIENT will be responsible for completing and returning draft and check plot maps to the COMPANY within 45 days of receipt. COMPANY reserves the right to adjust the final deliverable date as defined in Section 4 in accordance with any delays on the part of the CLIENT in returning draft and check plot maps to the COMPANY.
- 7.7 CLIENT will be responsible for hardware and software updates and set-up to CLIENT-end personal computers, tablets, and smart phones as COMPANY's maintenance and development responsibilities to the CLIENT only apply to server-end (COMPANY-end) software and systems. CLIENT responsibilities include making necessary web browser updates and general device maintenance to maximize the performance of the CLIENT's web-based GIS program.
- 7.8 CLIENT designates the Engineering Department GIS Technician as the internal staff member who will serve as the main project contact for the COMPANY, oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds and is completed under this AGREEMENT.

SECTION EIGHT – COMPANY PERSONNEL AND RESPONSIBILITIES

- 8.1 The COMPANY shall use competent employees in the performance of this contract. All employees must have sufficient skill and experience to properly perform the work assigned.
- 8.2 COMPANY Employees with the responsibility of carrying out highly technical portions of this contract

shall have sufficient education, training or experience in such work to perform it properly and satisfactorily in the manner outlined in these specifications.

- 8.3 It is understood and agreed that all personnel, except as provided elsewhere in this agreement, shall be employees of the COMPANY. It is understood and agreed that the CLIENT may require the COMPANY to remove from the project any person the CLIENT considers being incompetent or negligent in the performance of his or her duties or who is guilty of misconduct, and such person shall not be re-employed on the project.
- 8.4 The COMPANY assigns Ryan Schieber, as the project manager for this project. The project manager will administer the scope of services as defined in ATTACHMENT A, schedule the installation of the GIS for the CLIENT, confirm that the utility GIS mapping system is operational, and provide training.

SECTION NINE - TERMINATION OF CONTRACT

- 9.1 If, for any reason, the COMPANY shall fail to fulfill its obligation in a timely and proper manner under this contract, or, if the COMPANY shall violate any of the covenants, agreements, or stipulations of this contract, or, if a petition in bankruptcy or for reorganization under the Bankruptcy Code is filed by or against the COMPANY, or an order is entered adjudicating the COMPANY bankrupt or insolvent, or a trustee, receiver or custodian is appointed for the COMPANY, or an assignment for the benefit of creditors of the COMPANY is made, the CLIENT shall thereupon have the right to terminate this agreement on ten (10) days written notice by the CLIENT.

SECTION TEN - CONTRACT AMENDMENTS OR ADDITIONS

- 10.1 No amendments or additions shall be made to these technical specifications without a written and signed agreement by both the CLIENT and the principal or principals of the COMPANY under this AGREEMENT.
- 10.2 Matt Sorensen and Kirk Larson are the appointed individuals with the COMPANY that have the authority to make amendments or additions to the AGREEMENT.
- 10.3 The Engineering Department GIS Technician will oversee and accept the completed work by the COMPANY for the CLIENT as work proceeds under this AGREEMENT.

**SURVEYING AND MAPPING, LLC AND WATERLOO, IOWA PROFESSIONAL
SERVICE AGREEMENT**

This **AGREEMENT** is approved and accepted by the **CLIENT** and **COMPANY** upon both parties signing and dating the **AGREEMENT**. The effective date of the **AGREEMENT** shall be the last date entered below.

THE CITY OF WATERLOO, IOWA

APPROVED BY: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Attest: _____

Printed/Typed Name: _____

Title: _____ Date: _____

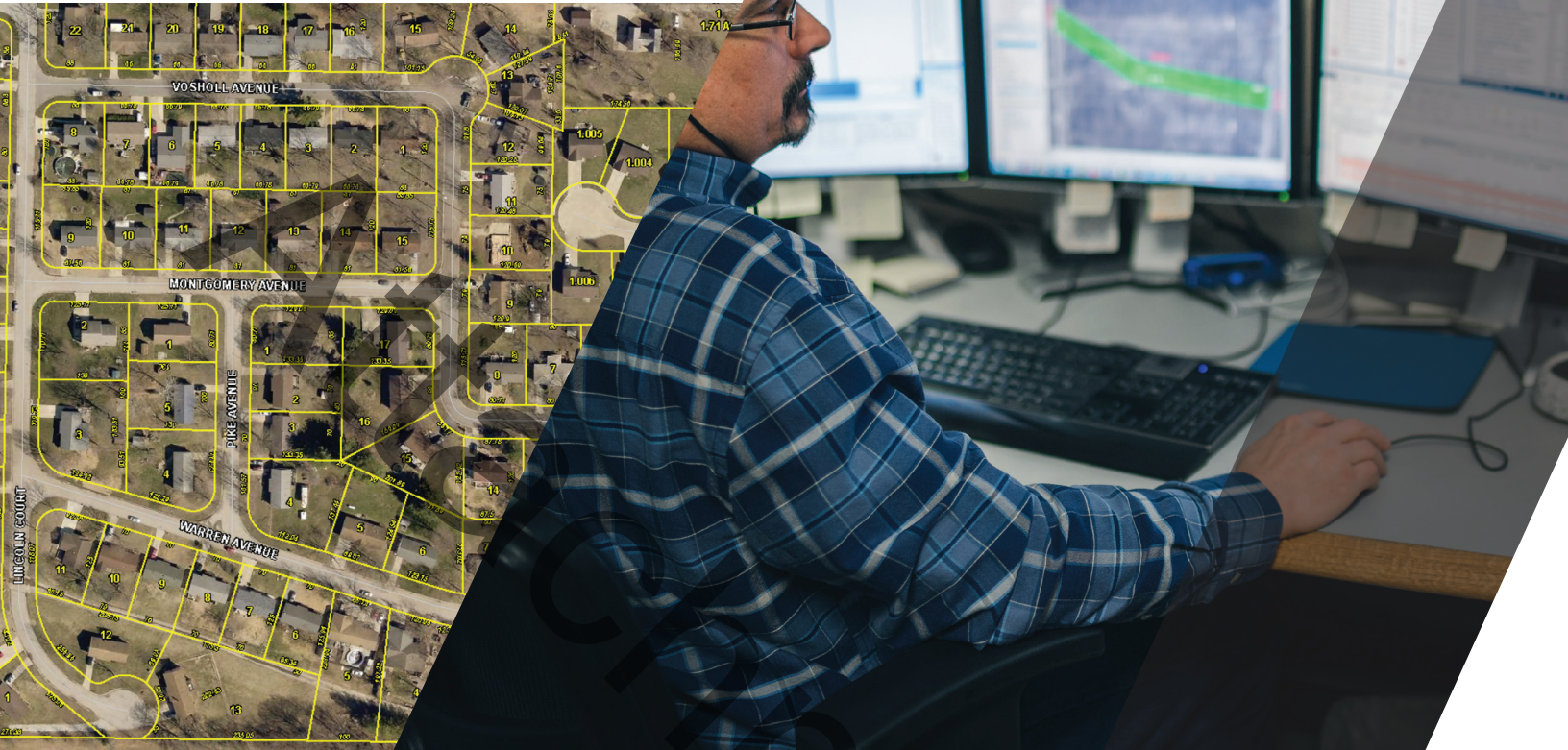
Surveying And Mapping, LLC

APPROVED BY: _____



Printed/Typed Name: _____ Kirk Larson

Title: _____ Director of GIS Operations Date: January 12, 2024



RFP Response Contact: Ryan Schieber | 660.215.7111 | ryan.schieber@sam.biz

Surveying And Mapping, LLC

RFP RESPONSE FOR:

Third Party Easement Mapping Services

SUBMITTED TO:

City of Waterloo, Iowa

December 29, 2023

SUBMITTED BY:

Surveying And Mapping, LLC

501 N. Market St.

Maryville, MO 64468

660.562.0050 | gis@sam.biz

Page 529 of 666

Attachment A: SAM, LLC



501 N. Market St. | Maryville, MO 64468
Ofc 660-562-0050 | gis@sam.biz | www.sam.biz



December 29, 2023

City of Waterloo Engineering Department
715 Mulberry St.
Waterloo, IA 50703

RE: RFP for Third Party Easement Mapping Services

SAM Surveying And Mapping, LLC (SAM) respectfully submits our qualifications to the City of Waterloo, IA to provide professional easement mapping services. SAM has 25+ years of cadastral mapping experience for the purpose of source data manipulation and easement mapping. Our key personnel combine for over 50 years of experience in easement mapping and project management, and stand ready to provide the services to Waterloo as requested in the RFP solicitation. The following characteristics make SAM uniquely capable of overseeing this project:

- SAM's senior project manager for this opportunity, Ryan Schieber, has over 20 years of experience in data remediation, source data manipulation, GIS re-construction and easement mapping services. His leadership will ensure that the City of Waterloo's easement project will be successfully completed on time and meet all requirements and expectations.
- SAM has provided consulting and GIS mapping services to over 500 counties, cities and other entities across the country. Our dedicated GIS staff has provided the services as requested in this RFP hundreds of times over for counties. While we are confident that the key personnel selected for this project will be sufficient to meet any timeline requested by Waterloo, SAM's deep bench of nationwide resources and cross-trained professionals ensure that SAM is well positioned to meet and exceed Waterloo's goals for efficiency and accuracy.
- SAM has the resources to dedicate an experienced project team of GPS Field Staff, GIS Technicians, GIS Specialists and Analysts, Programmers and ArcGIS Server developers to ensure project efficiency and overall product quality.
- SAM has designed, mapped and supported hundreds of counties and local government clients across the country. We take pride in our ability to scale deliverables and solutions that meet the resources and goals of every client. Our unique combination of Esri experience, easement mapping expertise, land records management and unrivaled support are why **more than 70% of our annual GIS revenue comes from repeat or referral clients.**

Thank you for the chance to present our company for this opportunity. Our team of professionals has the experience and capabilities to support your GIS program.

Respectfully submitted,

Ryan Schieber
Senior Project Manager

Project Understanding

SAM understands that the City of Waterloo is looking for the most qualified firm to provide professional source data manipulation and easement mapping services in order to provide the city with accurate mapping data to operate from. This project would not be a rare opportunity for our GIS specialists, but something our professionals have successfully completed hundreds of times over for local governments across the country.

SAM's vision for long-term success, along with a unique understanding of the inner-workings and the geospatial needs of local government, sets us apart from other GIS firms. We offer our clients a distinct commitment to high-quality professional standards and a forward-thinking perspective we believe is unique in this industry.

For over 20 years, SAM has designed successful GIS programs built on a foundation of the highest accuracy possible and our philosophy of "Everything GIS. Done Right.". This ensures every project is uniquely designed to accommodate individual client needs and future plans.

SAM boasts one of the nation's most diverse and experienced design and consulting firms in geospatial and mapping services. Our company is specifically assembled to provide the best solutions to counties and cities. ***This commitment to providing the very best in GIS has earned our company the trust of countless organizations, and an extensive list of references and supporters across the country.***

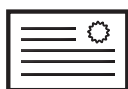
SAM specializes in geospatial services with highly-trained staff capable of utilizing precision-accurate GPS equipment and cutting-edge Esri software for the purpose of developing GIS programs and integrating the most accurate data. The SAM GIS team understands that every solution we implement must improve the efficiency and accuracy of daily operations. This is why SAM is consistently hired based on qualifications and routinely recommended by our client base. Our team is proven and successful in providing the following GIS services:

- ROW and Easement Mapping
- GPS Field Mapping
- Consulting
- Utility/Infrastructure Data Collection
- Asset Management Integration
- Utility Inspections
- GIS Data Development & Mapping
- Data Conversion
- Custom Programming
- Web-Based, Mobile GIS & Asset Management
- Maintenance & Support
- Parcel Mapping
- Specialized Training
- 911 (NG911) GIS Services
- ArcGIS Online Customization
- Enterprise Implementation
- Condition Assessment
- Strategic Planning
- System Analysis

SAM's GIS Resume

29
years

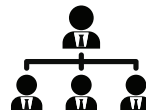
Geospatial firm
since 1994



Esri & GISP
certified Staff



Esri partnership
since 2005



National firm of
1,500+ staff



300+ GIS
clients nationally

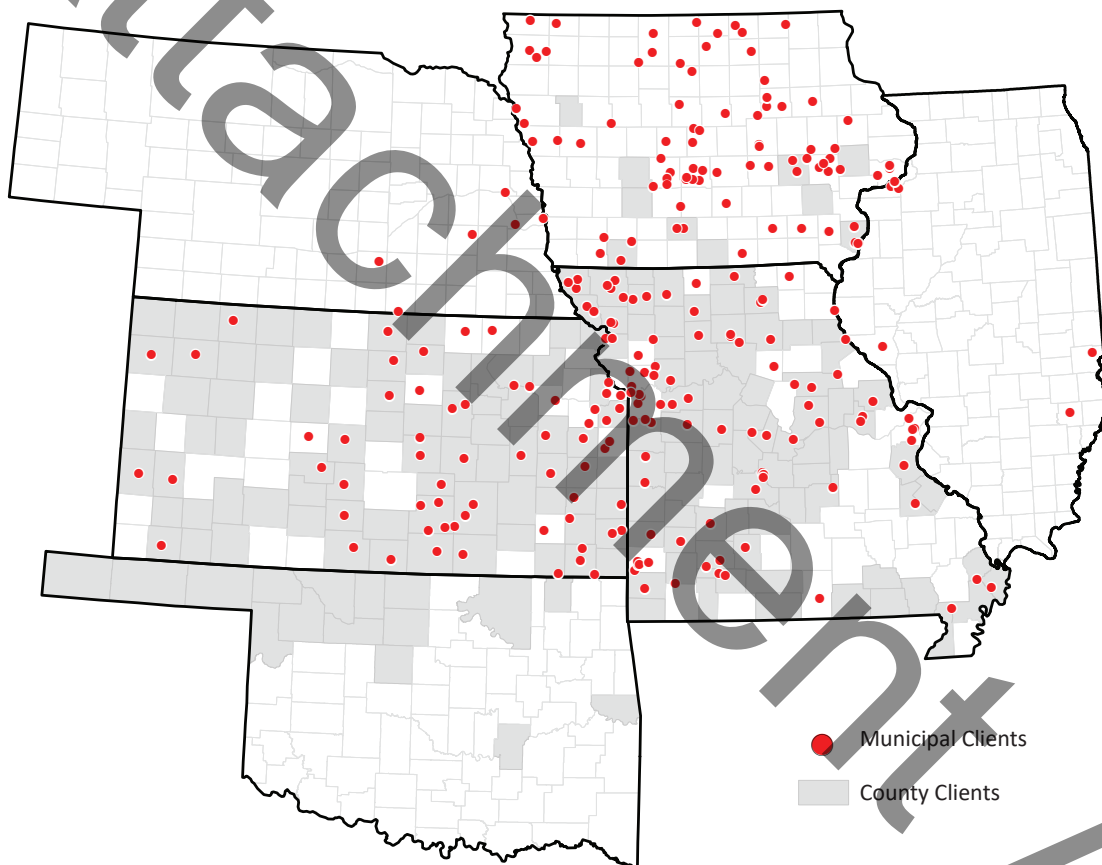


Leaders in GIS
implementation

SAM is pleased to be an **Esri Silver Business Partner**, including the **ArcGIS System Ready Specialty** that recognizes SAM for staying current with Esri technology. Although we focus most of our GIS development, customization, and implementation efforts on Esri-based applications, we can easily handle data from, interface with, and deliver data to other GIS and CAD systems. SAM is also finalizing the processes for the **State and Local Government Specialty**, demonstrating SAM's expertise and experience in working with city, county and state governments.



Regional GIS Experience



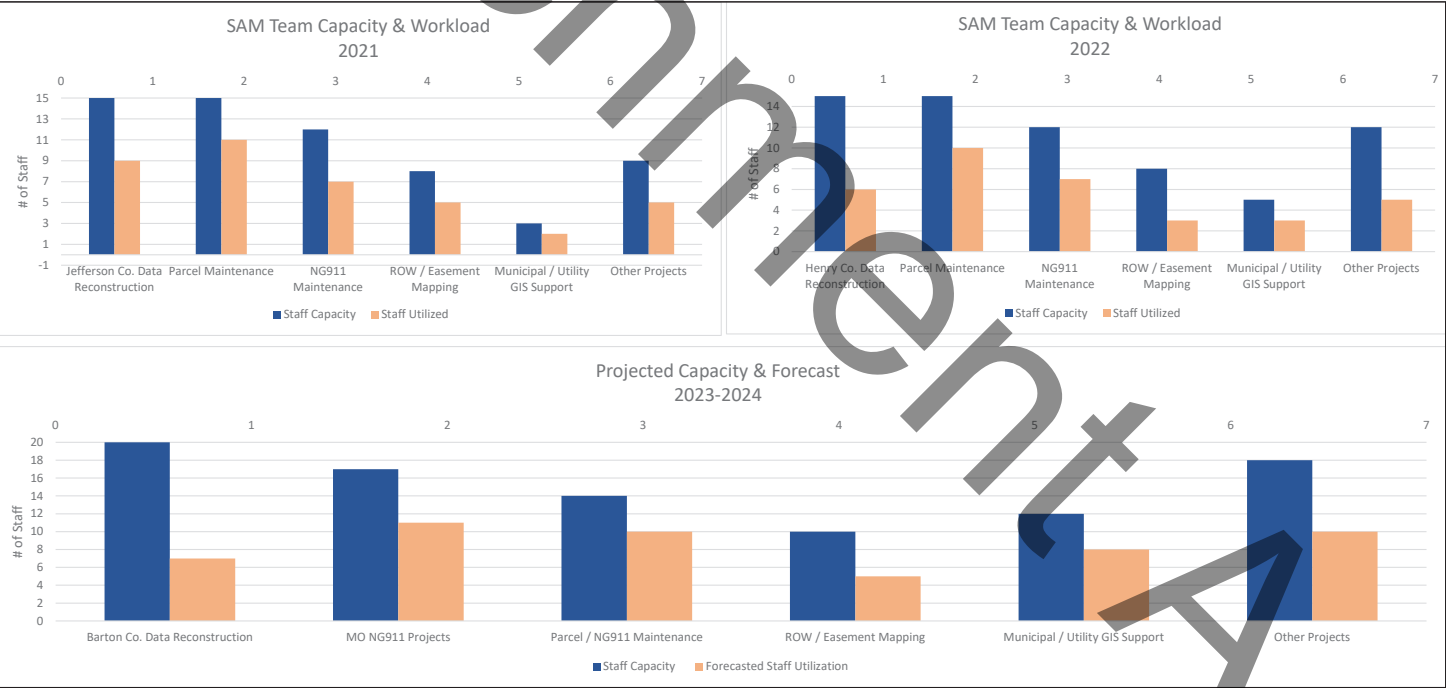
The inset map shows the 6-state region that the SAM GIS regularly serves and is a testament to our experience in GIS and GPS mapping, data development and GIS management solutions and services throughout the region. Whether a community of 500, or a metropolitan city of 150,000+, SAM has the experience, equipment and manpower to serve you. SAM has designed and implemented over 225 successful utility GIS projects in this area, many of which are maintained on the SAM Integrity GIS platform.

CAPACITY TO ACCOMPLISH WORK

SAM GIS technicians have accurately **mapped millions of land parcels, legal descriptions and easements** as part of base layer data creation for utility, county or municipal GIS programs. Research for these layers come from plats, tax maps, General Land Office (GLO) plats, Registered Section Corner documents, recorded subdivision plats and survey plats. SAM GIS technicians utilize numerous topology rules to ensure spatial continuity throughout the completed GIS data layers. SAM uses standard Esri geodatabase topology rules to verify edge matching, common boundaries, point duplication, connectivity, line quality, segmentation, and point criteria. For all of the 500+ GIS development projects completed by SAM, our skilled technicians have integrated aerial photography, county parcel and ownership data, utility easement and ROW data, planning and zoning information, and state and federal data layers.

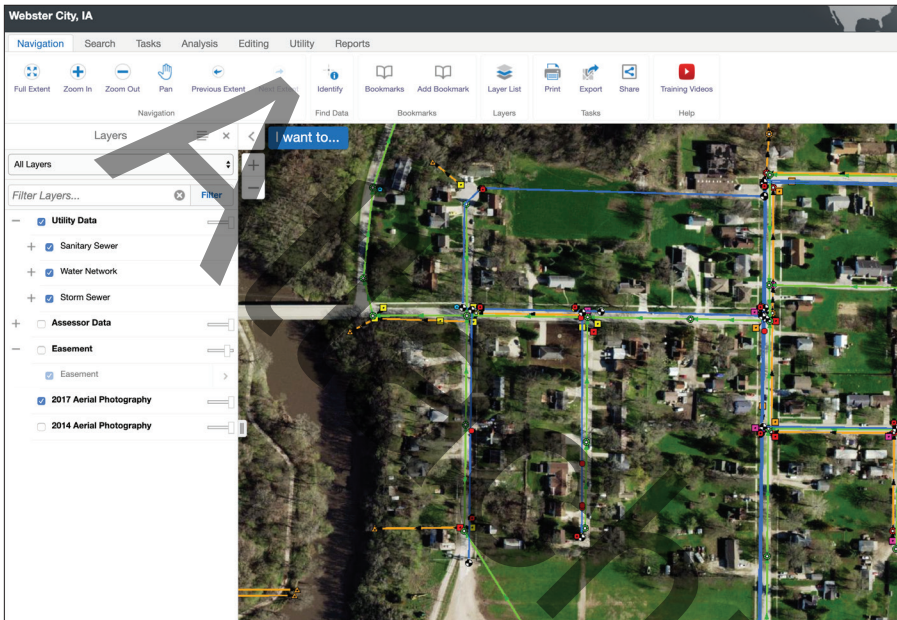
As a full-service professional GIS firm, SAM provides a solid geospatial foundation for all of our clients to ensure the integrity and longevity of their GIS program. With more than 20 years of demonstrated experience in developing and maintaining GIS data for local governments, SAM has the knowledge and technical expertise to provide all of the services desired by Waterloo for this project.

Our GIS technicians use a special mapping protocol on every GIS project and each technician has been trained to identify all available research and source documents for the data being mapped in the GIS. Our staff employs a “Land Surveyor’s Approach” to mapping data in the GIS development process to ensure accuracy. Technicians prioritize relevant data to recompile the cadastral data.



The graphs above illustrate the SAM Team’s workload matrix for the past two years and our best estimate of project capacity and forecasts for the upcoming year. The SAM Team recognizes that in today’s market, clients are requiring increased need in ongoing maintenance and support for their GIS programs. To address that concern, SAM has proactively committed more than enough resources to grow with that need, while maintaining the staff necessary to execute this project. Our comprehensive understanding of the needs and schedule for this allows us to tailor our approach and ensures that we are well positioned to support this contract.

Webster City, Iowa



UTILITY &
INFRASTRUCTURE
DATA COLLECTION



GIS DATA
DEVELOPMENT &
MAPPING



WEB-BASED,
MOBILE GIS & ASSET
MANAGEMENT

After several years of attempting in-house GPS locating utility features and hosting their own GIS, Webster City, Iowa got to a point where they needed professional GIS services. City staff was unable to update the GIS as fast as was needed for departments to successfully operate. Unhappy with the lack of progress made in-house, Webster City sought out SAM in 2018 to locate and map storm water, sanitary sewer and electric utility networks and incorporate the data into a GIS database.

SAM utilized RTK survey-grade and mapping-grade technology to map all features in the utility networks, conducting in-field inspections of all attributes resulting in asset management capabilities for the city. When the data collection was complete, SAM built the GIS database in SAM Integrity™, a web-based asset management and GIS solution for municipalities and utility companies developed and hosted by SAM. Additionally, SAM utilized existing easement maps to construct an editable easement data layer within the city's geodatabase and SAM Integrity site.

Key Services for This Project:

- ☒ RTK Survey-grade GPS Data Collection
- ☒ Inventory / Inspection of all Utility Attributes
- ☒ Utility Network GIS Development
- ☒ Web-based Integrity™ GIS Implementation
- ☒ Additional Layers for County & Easement Data

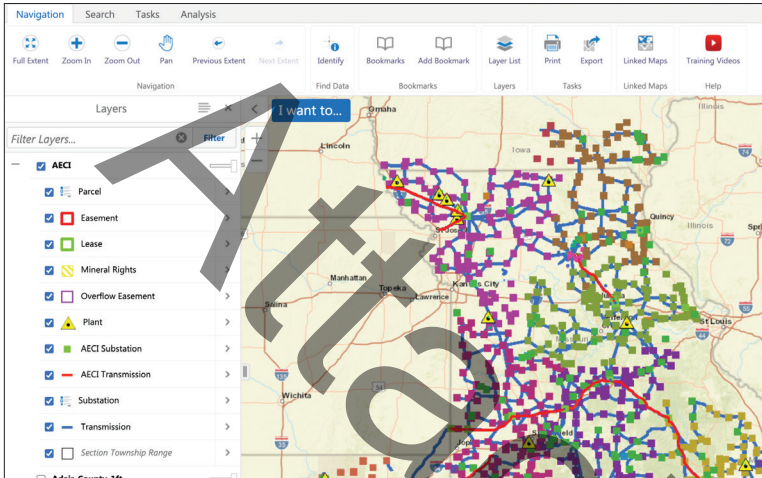
Project Contact

Matt Alcazar – Engineering Tech / Project Coordinator
515-832-9151 • malcazar@webstercity.com

Integrity's web-based framework allows a multi-user environment across any platform, including mobile devices. Any authorized user can access the geodatabase from anywhere, both online and offline. Those same authorized users can view, edit, manage and analyze the mapping data that is seamlessly updated for all users.

Today, Webster City has a complete geodatabase with built-in features that allow the city to run custom queries, add and edit features within their utility data layers, conduct hydrant flow tests or valve exercises, run water main or hydrant reports all with pinpoint GPS accuracy and the most up-to-date aerial photography available to the city.

Associated Electric Coop. Inc.



UTILITY &
INFRASTRUCTURE
DATA COLLECTION



GIS DATA
DEVELOPMENT &
MAPPING



WEB-BASED,
MOBILE GIS & ASSET
MANAGEMENT



MAINTENANCE
& SUPPORT

Associated Electric Cooperative Inc. (AECI) provides electricity across 51 local electric cooperatives in Missouri, Iowa and Oklahoma. AECI serves over 910,000 homes, farms and businesses with a network across 10,180 miles of high-voltage transmission lines, as well as substations and other facilities spanning across the three-state region.

AECI was in need of a centralized database for all utility infrastructure information that would allow simultaneous access to all office and field staff in a secure environment. The capability of working from utility data in real-time would ensure efficient operations for AECI.

SAM was selected to map all previously scanned utility easement documents into a web-based GIS. SAM technicians mapped all transmission line records into a GIS data layer, with hyperlinks within the data layer to access associated easement deeds, land lease agreements and general warranty deeds.

A custom query feature was developed by SAM to enable data layer-specific searches to filter through substations, transmissions, easements, leases, mineral rights, overflow easements, parcels, plants and section township ranges.

SAM's IT staff updated AECI to the latest version of Esri ArcGIS software and trained utility staff so that AECI could fully utilize the GIS capabilities.

When AECI required grading around one of the Missouri-based plants, SAM field crews assisted in the location and mapping of all area utilities and incorporated the data into the utility's GIS site.

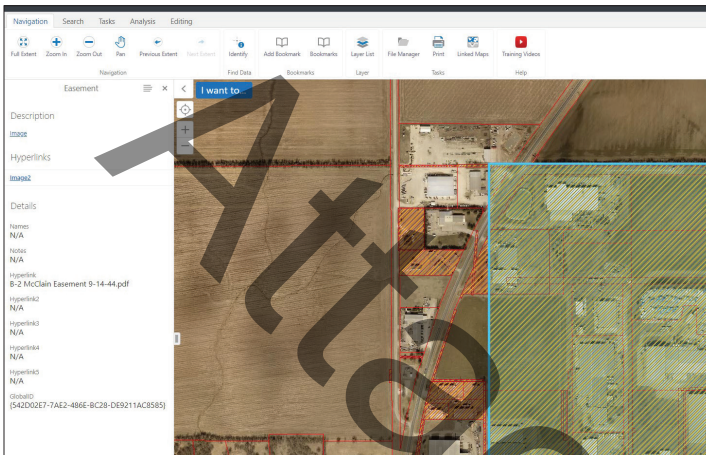
SAM continues to provide assistance to AECI on a number of GIS upgrades to reflect changes and additions to AECI's transmission lines.

Project Contact

Teri Nelson – GIS Coordinator
417-885-9358 • tnelson@aeci.org

Key Services for This Project:

- ☒ GIS Repository of Transmission Line Easement Documents
- ☒ Hyperlinked Deed Reference within GIS
- ☒ Web-based Integrity™ GIS Implementation
- ☒ Ongoing Technical Support & Maintenance



UTILITY &
INFRASTRUCTURE
DATA COLLECTION



WEB-BASED,
MOBILE GIS & ASSET
MANAGEMENT

The McPherson Board of Public Utilities has been providing water and electric service to the City of McPherson, KS (pop. 13,155) and the surrounding area for nearly 50 years. More than 8,600 customers, from residential to commercial and industrial, depend on McPherson BPU to provide reliable utility services with minimal disruptions in service. The Utility determined that GIS would be a valuable investment

in meeting those expectations. McPherson BPU selected SAM to GPS locate and map their primary and rural electric network and develop a GIS website. Their goal in starting this project was to ensure that they had accurate records and locations of every utility feature to improve overall efficiencies in maintenance and daily operations. **As part of this project, SAM digitized and mapped all available easements, with all easements created as an individual feature class within McPherson BPU's geodatabase to allow future editing.**

To date, SAM has completed two GPS/GIS projects for McPherson Board of Public Utilities to establish and develop their utility GIS program. The first phase of the project consisted of GPS locating the primary electric network. The features collected included primary poles and all attached gear, street lights, flood lights and security lights, pad mounted transformers, pad mounted vaults, cabinets and J-boxes, substation, and primary pole attachments. Additionally, the professional field staff at SAM collected information on hardware and a full set of attributes per located features. All of this data was consistently collected and coded as per feature with specialized software developed by SAM to ensure standardization during the field survey, accessible to field staff for support in daily tasks.

As part of this initial phase, SAM also converted McPherson BPU's CAD data for their rural electric network. Once converted, this data was also mapped into the GIS program. SAM also developed an Integrity GIS website for the BPU to securely store their accurate data in a centralized, enterprise environment.

Additionally, McPherson BPU requested that SAM GPS collect their entire water network utilizing survey grade (+/- 2 cm) GPS technology. Once the features and attributes were collected, all data was mapped and integrated into the Integrity GIS website. In 2016, McPherson BPU contracted SAM to perform GPS data collection and field inventory on the secondary electric system.

Project Contact

Tim Maier, PE – General Manager
620.245.2532 • timm@mcphbpu.com

Key Services for This Project:

- ☒ Water GPS Mapping
- ☒ Primary Electric GPS Mapping
- ☒ Easement Mapping Services
- ☒ Rural Electric CAD Conversion
- ☒ Increased Efficiencies in Network Maintenance

Key Personnel

SAM's "client-focused" approach, and experience in project management has been the cornerstone of success for SAM in a market that does not expect, but rather demands a high level of service. Therefore, the proposed team members for this project have a unique combination of mapping knowledge and experience in project management, GIS data development, parcel maintenance and quality control procedures. All project requirements and specifications will be met by the key personnel identified in this section.

PROJECT MANAGEMENT

SAM's experience and successful completion of GIS projects across the country proves that SAM understands the importance of information exchange and communication during the entire life of the project to reach a successful outcome. At the foundation of this approach is SAM's proactive management philosophy, which anticipates challenges, revolves around listening, and is committed to partnering.

On every project, SAM utilizes a team approach and encourages open communication channels with the client and their stakeholders. Senior Project Manager Ryan Schieber will oversee all aspects of this GIS project, from initial data acquisition and development, to QA/QC processes and final delivery. Internal metrics and procedures are in place for projects of all sizes and complexities to ensure that project expectations are met and/or exceeded.



Ryan Schieber
Senior Project Manager

Russ Wetzel
GIS Analyst

Brett Waddingham
GIS Technician II

**50+ Additional GIS
Technicians as needed**

Personnel Availability:

Each individual listed in the organizational chart to the right are 100% committed to their role in the project. SAM has a proven record of successfully managing numerous projects simultaneously, all while meeting project budgets, timelines and expectations.

Ryan Schieber • Senior Project Manager



EXPERIENCE

- SAM: 20 years
- Professional: 20 years

EDUCATION

B.S. Geography & GIS, NWMSU-
Maryville, MO

TECHNICAL EXPERTISE

- Esri ArcGIS Desktop, Pro, Enterprise
- Parcel fabric
- Geocortex®
- NG911 addressing
- Geodatabase design
- Software installation and training
- Manages on-site & off-site backups

Ryan Schieber has more than 20 years of experience at SAM and provides a wide range of GIS development and conversion services. As Senior Project Manager, Ryan manages the geodatabase design and coordinates the data development of all projects, oversees and assists with quality control procedures and provides technical support to clients on a daily basis. He is trained in the latest ArcGIS software and applications.

Ryan's responsibilities also include overseeing and providing support to every aspect of GIS projects, from field processes, to QA/QC operations. His expertise ensures that deliverables exceed all expectations. Ryan uses his vast experience in GIS data integration and development in overseeing the GIS program development portion of projects while assisting with any technical support issues, not providing technical support issues.

Project Experience

GIS Development, Easement Mapping and Utility Mapping for Webster City, IA

Ryan served as Sr. GIS Specialist for this project: SAM utilized RTK survey-grade and mapping-grade technology to map all features in the utility networks, conducting in-field inspections of all attributes resulting in asset management capabilities for the city. When the data collection was complete, SAM built the GIS database in SAM Integrity™, a web-based asset management and GIS solution for municipalities and utility companies developed and hosted by SAM. Additionally, SAM utilized existing easement maps to construct an editable easement data layer within the city's geodatabase and SAM Integrity site.

Easement Mapping Services for Associated Electric Cooperative, Inc.

Ryan served as Sr. GIS Specialist for this project: SAM technicians mapped all transmission line records into a GIS data layer, with hyperlinks within the data layer to access associated easement deeds, land lease agreements and general warranty deeds. A custom query feature was developed by SAM to enable data layer-specific searches to filter through substations, transmissions, easements, leases, mineral rights, overflow easements, parcels, plants and section township ranges. SAM's IT staff updated AECl to the latest version of Esri ArcGIS software and trained utility staff so that AECl could fully utilize the GIS capabilities.

Parcel Mapping Project for Morgan Co., MO

Ryan has provided various levels of GIS support and data development to Morgan County. Ryan was a lead technician in accurately mapping approximately 27,000 parcels for the County, which shares its southern border with the Lake of the Ozarks. Ryan was responsible for converting the County's 911 addressing data from Map Info to the ArcGIS platform and provided NG911 system implementation and training. SAM has provided NG911 map maintenance for the County since 2004 and Ryan provides on-going technical support.

Geodatabase Development and Data Re-Construction for Doniphan Co., KS

Sr. GIS Specialist responsible for developing a new geodatabase for updating the County's NG911 addressing information. Ryan identified errors within the existing 911 database and updated all 911 road centerline and addressing information to ensure that final deliverables met Next Generation 911 (NG911) standards. Ryan continues to provide ongoing GIS technical support for the NG911 mapping system, as well as the countywide GIS program, developed by SAM in 2002.

Russ Wetzel • GIS Analyst**EXPERIENCE**

SAM

Company: 19 years

Professional: 26 years

EDUCATION

B.S. Geography, NWMSU

Maryville, MO

TECHNICAL EXPERIENCE

Esri's ArcGIS for Desktop and Server,
Research Data Acquisition, 911
Address Mapping and Ranging,
Base Map Development, Quality
Control

Russ Wetzel has 26 years of GIS experience and specializes in research acquisition, base map data development, NG911 mapping, geospatial analysis and cartography. Russ has developed base map layers for dozens of Countywide GIS projects, including many with complex riparian, railroad, and Government Land Grant boundaries.

Russ currently manages ongoing GIS parcel maintenance for nine (9) counties and provides NG911 GIS maintenance to six (6) counties. He is the NG911 advisor to two (2) additional counties. His expertise is relied upon on all of these projects, and many more on-call / as-needed projects, to ensure staff and emergency responders can operate from the most complete and accurate data. His expertise will be crucial through all QA/QC processes to ensure a quality GIS deliverable.

Project Experience**GIS Development, Easement Mapping and Utility Mapping for Webster City, IA**

SAM utilized RTK survey-grade and mapping-grade technology to map all features in the utility networks, conducting in-field inspections of all attributes resulting in asset management capabilities for the city. When the data collection was complete, SAM built the GIS database in SAM Integrity™, a web-based asset management and GIS solution for municipalities and utility companies developed and hosted by SAM. Additionally, SAM utilized existing easement maps to construct an editable easement data layer within the city's geodatabase and SAM Integrity site.

Easement Mapping Services for Associated Electric Cooperative, Inc.

SAM technicians mapped all transmission line records into a GIS data layer, with hyperlinks within the data layer to access associated easement deeds, land lease agreements and general warranty deeds. A custom query feature was developed by SAM to enable data layer-specific searches to filter through substations, transmissions, easements, leases, mineral rights, overflow easements, parcels, plants and section township ranges. SAM's IT staff updated AECE to the latest version of Esri ArcGIS software and trained utility staff so that AECE could fully utilize the GIS capabilities.

Comprehensive GIS Redevelopment for Ste. Genevieve Co., MO

Responsible for base map development for Countywide GIS program for approximately 19,000 parcels, including a comprehensive review and repair of the County's 911 road and address data. The complex base map Russ created involved the Mississippi River and over 400 land grants. On the 911 side, Russ worked with local 911 coordinators to solidify all 911 addresses within the County and correct all NG911 road centerline address ranging to match their Master Street Address Guide (MSAG) database.

Comprehensive GIS Development for Johnson Co., MO

Responsible for accurate placement of section, township-range and land grant boundaries based on research material, including GPS data, GLO maps and notes, Registered Section Corner documents, GLO survey notes, recorded surveys, city plats, and similar reference material. Russ compared and corrected all centerline address ranging and 911 address placement, and wrote the comprehensive report for this project.

Brett Waddingham • Sr. GIS Technician



EXPERIENCE

SAM

- Company: 13 years
- Professional: 13 years

EDUCATION

- B.S. Geography, Northwest Missouri State University

TECHNICAL EXPERIENCE

- Esri's ArcGIS for Desktop
- Parcel Fabric
- Quality Control
- GIS and IT Technical Support
- GIS Training
- Research Acquisition

Brett Waddingham has 13 years of experience in developing Countywide GIS programs and specializes in cadastral mapping and providing GIS map maintenance and technical support for our valued clients. As a Sr. GIS Technician, Brett performs data conversion and digitizing for county GIS projects on a daily basis. Brett's additional responsibilities include quality control, GIS data maintenance throughout project development, research, and interpretation of recorded survey plats and custom map development.

On every project, Brett assists with mapping numerous data layers and assists with QA/QC processes. Brett also supports ongoing maintenance throughout the project and after project delivery, if requested.

Project Experience

GIS Development, Easement Mapping and Utility Mapping for Webster City, IA

SAM utilized RTK survey-grade and mapping-grade technology to map all features in the utility networks, conducting in-field inspections of all attributes resulting in asset management capabilities for the city. When the data collection was complete, SAM built the GIS database in SAM Integrity™, a web-based asset management and GIS solution for municipalities and utility companies developed and hosted by SAM. Additionally, SAM utilized existing easement maps to construct an editable easement data layer within the city's geodatabase and SAM Integrity site.

Easement Mapping Services for Associated Electric Cooperative, Inc.

SAM technicians mapped all transmission line records into a GIS data layer, with hyperlinks within the data layer to access associated easement deeds, land lease agreements and general warranty deeds. A custom query feature was developed by SAM to enable data layer-specific searches to filter through substations, transmissions, easements, leases, mineral rights, overflow easements, parcels, plants and section township ranges. SAM's IT staff updated AECl to the latest version of Esri ArcGIS software and trained utility staff so that AECl could fully utilize the GIS capabilities.

Data Source Manipulation and Easement and Parcel Mapping for Putnam County, FL

Sr. GIS Technician who supported the ongoing easement and parcel maintenance project and annotation of over 100,000 parcel dimensions. This project was to support regulatory compliance for the county, which was required to have monthly parcel and easement maintenance within the county's GIS. SAM's was able to provide these regular maintenance services without interrupting the county's daily operations.

GIS Development Project for Newton Co., MO

Sr. GIS Technician for comprehensive GIS development of 29,300 parcels. Responsible for accurately mapping parcels and Assessor/ownership data, street centerlines, right-of-ways, water boundaries and hydrology features, and district boundaries. Responsible for quality control and status reports, and parcel maintenance throughout development.

Project Approach

KICKOFF MEETING

SAM will provide a kickoff meeting with the City of Waterloo to start the project. The kickoff meeting is essential to developing open communication with the client and will help establish the guidelines and procedures of SAM for coordinating the project. The following important topics will be discussed and determined at the kickoff meeting:

PROJECT TIMELINE

SAM will review and discuss the preliminary timeline and milestones with Waterloo during the kickoff meeting. Any level of responsibility required of the city (providing existing data, providing point of contact for any questions, etc) will be discussed and taken into consideration when finalizing the overall project timeline. Internal and external cost controls, along with any modifications to the proposed project schedule at the request of the city, will be discussed during this time. *During this time, SAM will also discuss the pilot project that will be delivered for review prior to full production.*

WORK SECTOR DEFINITION

SAM will work with city staff to identify and define which areas of the city need to be completed. Establishing these work sectors will allow SAM and Waterloo the ability to track progress and know exactly what part of the city SAM staff are working in. The work sectors also facilitate preplanning during any meetings and project reports to the City of Waterloo.

RESEARCH DATA ACQUISITION

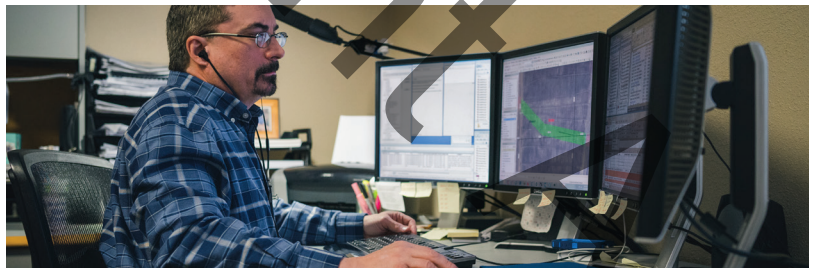
At the same time as the kickoff meeting, SAM staff will acquire copies of existing and available records, such as platbook .jpg files, ROW data, subdivision plats and base map layer data.

MAPPING EASEMENTS

SAM's GIS Technicians will simultaneously work through subdivision plat easements and legal description easements, drawing out easements directly in the Esri file geodatabase. At this time, SAM GIS Technicians will also be attaching all associated documentation (subdivision plat and legal description) to each easement. The unique document ID and easement type (i.e. Storm Sewer, Sanitary Sewer, Water, Drainage and Flowage or a combination thereof, as well as encroachment agreements, Ingress/Egress easements and "Vacated" easements) will be entered into an attribute field within the easement data layer. This will allow the city to quickly and efficiently reference the easement documents within the city's GIS.

Included attributes will include:

- Easement Type
- Easement Width
- Book and Page (if provided)
- Date (if provided)
- Resolution Number (if provided)



Any questionable easement or area (questionable legal description) will be brought to the attention of the city for support in determining how that easement should be mapped.

SAM will utilize numerous topology rules and Coordinate Geometry (COGO) tools to ensure spatial continuity for all easements mapped in the city's GIS program. SAM uses standard Esri geodatabase topology rules to verify edge matching, common boundaries, point duplication, connectivity, line quality, segmentation and point criteria. SAM will also adhere to any statewide cadastral mapping standards, or any other requirements set by The City of Waterloo to properly maintain the city's GIS mapping program.

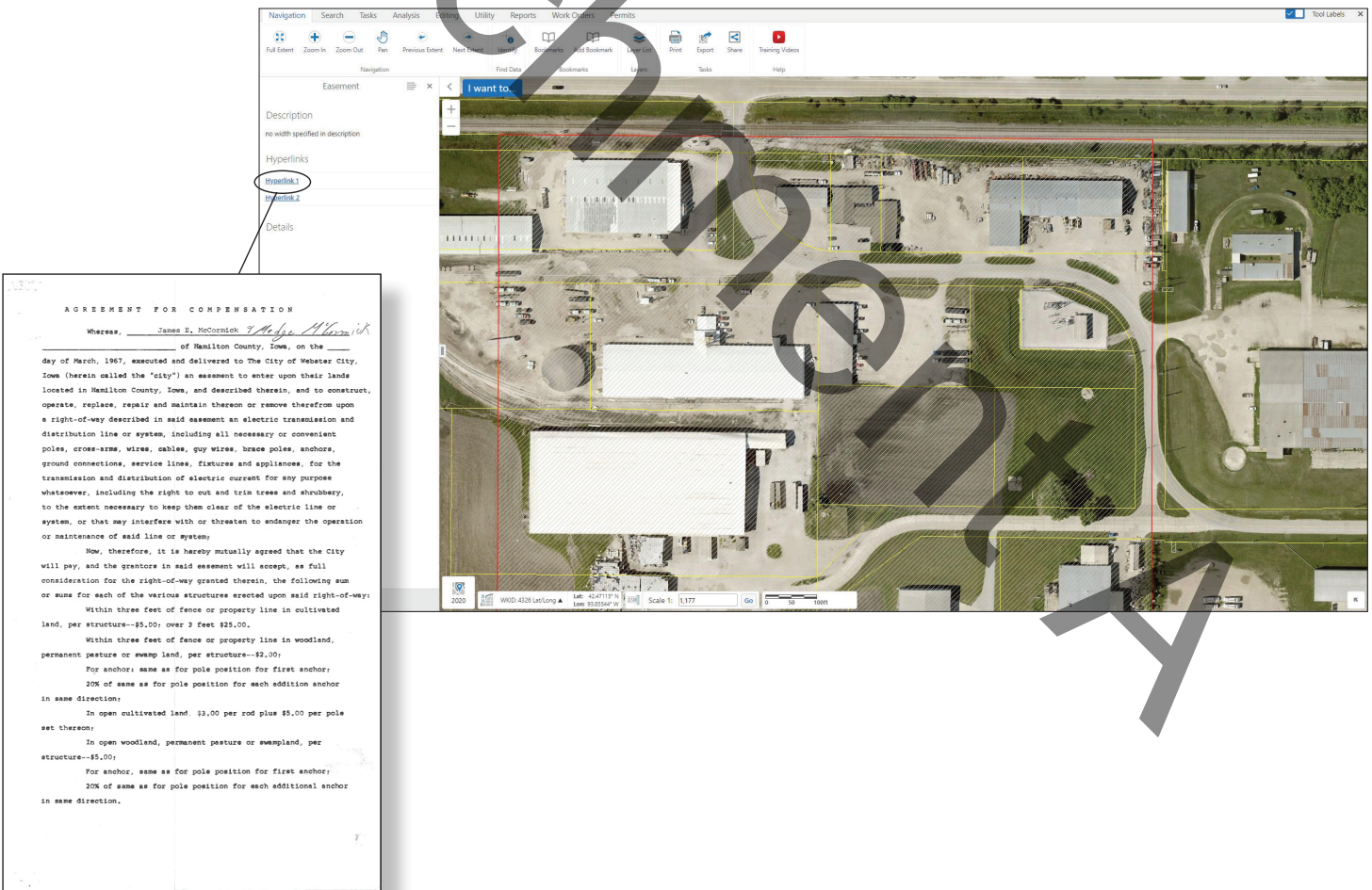
QA/QC

Effective Quality Assurance/Quality Control (QA/QC) procedures are crucial to the success and overall integrity of every project. Through the combined efforts of our project team, an emphasis on QA/QC is always a priority and each task executed has a system of checks and balances established for all personnel to follow. Elements of QA/QC can range from task checklists for technicians to utilize during easement mapping, to analyzing easements for topology rule compliance within the geodatabase environment.

SAM techs will perform quality control procedures on all mapped easements. Senior Project Manager Ryan Schieber will run topology on all polygons to ensure quality of the data. Any geometry errors discovered during this process will be corrected in order to comply with Esri Topology rules.

FINAL DELIVERY

SAM will provide deliverables according to the requirements listed in Waterloo's RFP. The city will have four weeks to review data to ensure it meets city's standards and expectations. This timeframe is to ensure that SAM meets the requested deadline of August 1, 2024. This timeline can be adjusted as requested by Waterloo. SAM will correct any easements deemed incorrect. SAM's standard deliverable philosophy is that no project is complete without final review and approval of the client. SAM's standard procedures will provide appropriate communication and collaboration between the City of Waterloo and SAM to achieve accurate finalized data that the city can rely on.



Fee Schedule

Easement Mapping

\$93,750.00

Assumptions

- SAM understands that it is not responsible for any research of information that is missing from Waterloo's data.
- SAM anticipates the project timeline for Waterloo to be six months. To meet the city's delivery date of August 1, 2024, SAM would require a Notice to Proceed no later than February 1, 2024.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving a Project Funding Agreement with the Waterloo Development Corporation for asbestos testing of properties located at 100 Commercial Street, 118 Sycamore Street, and 128 Sycamore Street, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The City of Waterloo and the Waterloo Development Corporation (WDC) have worked together in the past, and intend to continue working together on the redevelopment of properties in the Downtown area, and are proposing to enter into a Project Funding Agreement, that would provide for the City to let and oversee a contract for asbestos testing on the three WDC owned properties, including 100 Commercial Street, 118 Sycamore Street, and 128 Sycamore Street. WDC agrees to pay the City of Waterloo for our costs associated with the project, and agrees to indemnify and hold the City harmless. Once the asbestos testing is completed, WDC would look to enter into a similar agreement with the City to complete asbestos abatement, and then demolition of the properties.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

The City of Waterloo will pay the selected contractor for the work, and then be reimbursed by WDC from Black Hawk County Gaming Association funds.

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Project Funding Agreement WDC signed
2. 100 Commercial
3. 118 Sycamore
4. 128 Sycamore

PROJECT FUNDING AGREEMENT

This Project Funding Agreement (the “Agreement”) is entered into effective as of February 5, 2024, by and between Waterloo Development Corporation (“WDC”) and the City of Waterloo, Iowa (“City”).

RECITALS

- A. WDC and City have worked together, and intend to continue working together, on a project to complete asbestos testing of WDC owned properties including 100 Commercial St, 118 Sycamore St, and 128 Sycamore St (the “Project”). In connection with undertaking the Project, the City will enter into certain contracts for asbestos testing, asbestos abatement, demolition, and related matters.
- B. The parties desire to enter this Agreement to express their continued desire to work together for advancement of the Project on the terms set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **City Responsibility.** City will let one or more contracts (the “Asbestos Testing Contracts”) for professional services needed for the Project. City will utilize competitive bidding procedures as prescribed by Iowa law; will comply with all other laws or regulations which may apply to its activities in carrying out the Project; and will comply with all terms, covenants, and conditions of the Asbestos Testing Contracts. City agrees to cooperate with WDC in good faith on all future decisions regarding Project specifications and to consult with WDC from time to time regarding Project status. City will oversee all Project activities, will review and approve all requests for payment from Project contractors, and will issue payment to the requestor in timely fashion (subject to any contractual or other rights to audit, protest, or deny payment).

2. **WDC Responsibility.** WDC has reviewed and approved the Asbestos Testing Contracts for funding. WDC agrees to allow the City of Waterloo, its officials, officers, employees, contractors and agents, to enter the Project properties to complete the Project, and agrees to indemnify and hold harmless the City, its officials, officers, employees, contractors and agents (the “indemnified parties”), with respect to any and all claims for injuries, death, property damage, property loss or otherwise arising from or in connection with the acts or omissions of the indemnified parties in carrying out the Project, except those claims arising out of the negligent acts or omissions or willful misconduct of the indemnified parties. WDC agrees to dedicate to payment of the Asbestos Abatement Contracts the sum equal to the costs associated to the Project as detailed in the Response (Proposal) from the Contractor that the City of Waterloo awards the Asbestos Testing Contracts to (the “Dedicated Sum”) from the funds that it receives or is awarded from the Black Hawk County Gaming Association. Within thirty (30) days of receipt of any payment request that it receives from the City, certifying that the City has made disbursements for payment of the Asbestos Testing Contracts in an amount at least equal to

the request, WDC will remit payment to the City in the amount requested, provided that cumulative payments made to the City in connection with the Asbestos Testing Contracts shall not, in the aggregate, exceed the Dedicated Sum. WDC agrees to cooperate with City in good faith on all future decisions regarding Project specifications.

3. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person or by United States registered or certified mail, postage prepaid and addressed:

WDC

CITY

Waterloo Development Corp.
360 Westfield Avenue, Suite 300
Waterloo, Iowa 50701
Attn: Jim Miller

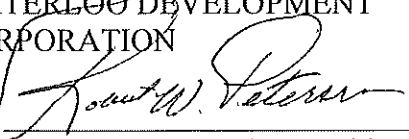
City of Waterloo, Iowa
715 Mulberry Street
Waterloo, Iowa 50703
Attn: Aric Schroeder

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, or (ii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid.

4. **Miscellaneous Provisions.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior understandings or agreements relating to the subject matter hereof, whether oral or written, and this Agreement may not be modified except by the mutual written agreement of both parties. Time is of the essence of this Agreement.

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

WATERLOO DEVELOPMENT
CORPORATION

By: 
Robert Petersen, Vice President

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

Attest: _____
Kelly Felchle, City Clerk









COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Greg Ahlhelm, Building Official
Building Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution Approving a Professional Service Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, in the amount of \$27,000.00 in conjunction with the Park Avenue Parking Ramp Repairs Project, and authorizing the Mayor to execute said document.

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. Prof Serv Agreement - Park Ave Ramp Repairs



AECOM 319-232-6531 tel
501 Sycamore Street 319-232-0271 fax
Suite 222
Waterloo, Iowa 50703
www.aecom.com

**PARK AVENUE PARKING RAMP REPAIRS
CITY OF WATERLOO, IOWA**

PROFESSIONAL SERVICE AGREEMENT

This Agreement is made and entered by and between AECOM Technical Services, Inc., 501 Sycamore Street, Suite 222, Waterloo, Iowa, hereinafter referred to as "ATS" and City of Waterloo, 715 Mulberry Street, Waterloo, Iowa, hereinafter referred to as "CLIENT."

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

ATS shall perform professional Services (the "Services") in connection with CLIENT's facilities in accordance with the Scope of Services set forth in Exhibit A attached hereto.

II. ATS'S RESPONSIBILITIES

ATS shall, subject to the terms and provisions of this Agreement:

- (a) Appoint one or more individuals who shall be authorized to act on behalf of ATS and with whom CLIENT may consult at all reasonable times, and whose instructions, requests, and decisions will be binding upon ATS as to all matters pertaining to this Agreement and the performance of the parties hereunder.
- (b) Use all reasonable efforts to complete the Services within the time period mutually agreed upon, except for reasons beyond its control.
- (c) Perform the Services in accordance with generally accepted professional engineering standards in existence at the time of performance of the Services. If during the two-year period following the completion of Services, it is shown that there is an error in the Services solely as a result of ATS's failure to meet these standards, ATS shall re-perform such substandard Services as may be necessary to remedy such error at no cost to CLIENT. Since ATS has no control over local conditions, the cost of labor and materials, or over competitive bidding and market conditions, ATS does not guarantee the accuracy of any construction cost estimates as compared to contractor's bids or the actual cost to the CLIENT. ATS makes no other warranties either express or implied and the parties' rights, liabilities, responsibilities and remedies with respect to the quality of Services, including claims alleging negligence, breach of warranty and breach of contract, shall be exclusively those set forth herein.
- (d) ATS shall, if requested in writing by CLIENT, for the protection of CLIENT, require from all vendors and subcontractors from which ATS procures equipment, materials or services for the project, guarantees with respect to such equipment, materials and services. All such guarantees shall be made available to CLIENT to the full extent of the terms thereof. ATS's liability with respect to such equipment, and materials obtained from vendors or services from subcontractors, shall be limited to procuring guarantees from such vendors or subcontractors and rendering all reasonable assistance to CLIENT for the purpose of enforcing the same.

- (e) ATS will be providing estimates of costs to the CLIENT covering an extended period of time. ATS does not have control over any such costs, including, but not limited to, costs of labor, material, equipment or services furnished by others or over competitive bidding, marketing or negotiating conditions, or construction contractors' methods of determining their prices. Accordingly, it is acknowledged and understood that any estimates, projections or opinions of probable project costs provided herein by ATS are estimates only, made on the basis of ATS's experience and represent ATS's reasonable judgment as a qualified professional. ATS does not guaranty that proposals, bids or actual project costs will not vary from the opinions of probable costs prepared by ATS, and the CLIENT waives any and all claims that it may have against ATS as a result of any such variance.

III. CLIENT'S RESPONSIBILITIES

CLIENT shall at such times as may be required for the successful and expeditious completion of the Services;

- (a) Provide all criteria and information as to CLIENT's requirements; obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project; and designate a person with authority to act on CLIENT's behalf on all matters concerning the Services.
- (b) Furnish to ATS all existing studies, reports and other available data pertinent to the Services, and obtain additional reports, data and services as may be required for the project. ATS shall be entitled to rely upon all such information, data and the results of such other services in performing its Services hereunder.

IV. INDEMNIFICATION

ATS agrees to indemnify and hold harmless CLIENT from and against any and all suits, actions, damages, loss, liability or costs (including, without limitation, reasonable attorneys' fees directly related thereto) for bodily injury or death of any person or damage to third party property if and to the extent arising from the negligent errors or omissions or willful misconduct of ATS during the performance of the Services hereunder.

V. INSURANCE

Commencing with the performance of the Services, and continuing until the earlier of acceptance of the Services or termination of this Agreement, ATS shall maintain standard insurance policies as follows:

- (a) Workers' Compensation and/or all other Social Insurance in accordance with the statutory requirements of the state having jurisdiction over ATS's employees who are engaged in the Services, with Employer's Liability not less than One Hundred Thousand Dollars (\$100,000) each accident;
- (b) Commercial General Liability including third party Bodily Injury and Property Damage Liability and Contractual Liability insurance in a limit of One Million Dollars (\$1,000,000) each occurrence and in the aggregate.
- (c) Business Auto Liability Insurance (owned, non-owned or hired) in a combined single limit of One Million Dollars (\$1,000,000).

ATS agrees to include CLIENT as Additional Insured on the Commercial General Liability and Business Auto Liability policies, but only to the extent of ATS's negligence under this agreement and only to the extent of the insurance limits specified herein.

- (d) Professional Liability Insurance with limits of \$1,000,000 per claim and in the aggregate covering ATS against all sums which ATS may become legally obligated to pay on account of any professional liability arising out of the performance of this Agreement.

ATS agrees to provide CLIENT with certificates of insurance evidencing the above-described coverage prior to the start of Services hereunder and annually thereafter if required. ATS shall provide prompt notice to the CLIENT in the event of cancellation, material change, or non-renewal per standard ISO Acord Form wording and the policy provisions.

VI. COMPENSATION AND TERMS OF PAYMENT

Compensation for the services shall be on an hourly basis in accordance with the hourly fees and other direct expenses in effect at the time the services are performed. Total compensation is a not-to-exceed fee of Twenty-Seven Thousand Dollars (\$27,000.00).

ATS may bill the Client monthly for services completed at the time of billing. CLIENT agrees to pay ATS the full amount of such invoice within thirty (30) days after receipt thereof. In the event CLIENT disputes any invoice item, CLIENT shall give ATS written notice of such disputed item within ten (10) days after receipt of invoice and shall pay to ATS the undisputed portion of the invoice according to the provisions hereof. CLIENT agrees to abide by any applicable statutory prompt pay provisions currently in effect.

VII. TERMINATION

CLIENT may, with or without cause, terminate the Services at any time upon fourteen (14) days written notice to ATS. The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, providing such defaulting party has not cured such failure, or, in the event of a non-monetary default, commenced reasonable actions to cure such failure. In either case, ATS will be paid for all expenses incurred and Services rendered to the date of the termination in accordance with compensation terms of Article VI.

VIII. OWNERSHIP OF DOCUMENTS

- (a) Sealed original drawings, specifications, final project specific calculations and other instruments of service which ATS prepares and delivers to CLIENT pursuant to this Agreement shall become the property of CLIENT when ATS has been compensated for Services rendered. CLIENT shall have the right to use such instruments of service solely for the purpose of the construction, operation and maintenance of the Facilities. Any other use or reuse of original or altered files shall be at CLIENT's sole risk without liability or legal exposure to ATS and CLIENT agrees to release, defend and hold ATS harmless from and against all claims or suits asserted against ATS in the event such documents are used for a purpose different than originally prepared even though such claims or suits may be based on allegations of negligence by ATS.

Nothing contained in this paragraph shall be construed as limiting or depriving ATS of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement.

- (b) Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced and ATS makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings and the electronic files, the sealed drawings will govern.

IX. MEANS AND METHODS

- (a) ATS shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety measures and programs including enforcement of Federal and State safety requirements, in connection with construction work performed by CLIENT's construction contractors. Nor shall ATS be responsible for the supervision of CLIENT's construction contractors, subcontractors or of any of their employees, agents and representatives of such contractors; or for inspecting machinery, construction equipment and tools used and employed by contractors and subcontractors on CLIENT's construction projects and shall not have the right to stop or reject work without the thorough evaluation and approval of the CLIENT. In no event shall ATS be liable for the acts or omissions of CLIENT's construction contractors, subcontractors or any persons or entities performing any of the construction work, or for the failure of any of them to carry out construction work under contracts with CLIENT.
- (b) In order that ATS may be fully protected against such third-party claims, CLIENT agrees to obtain and maintain for the benefit of ATS the same indemnities and insurance benefits obtained for the protection of the CLIENT from any contractor or subcontractor working on the project and shall obtain from that contractor/subcontractor insurance certificates evidencing ATS as an additional named insured.

X. INDEPENDENT CONTRACTOR

ATS shall be an independent contractor with respect to the Services to be performed hereunder. Neither ATS nor its subcontractors, nor the employees of either, shall be deemed to be the servants, employees, or agents of CLIENT.

XI. PRE-EXISTING CONDITIONS

Anything herein to the contrary notwithstanding, title to, ownership of, legal responsibility and liability for any and all pre-existing contamination shall at all times remain with CLIENT. "Pre-existing contamination" is any hazardous or toxic substance present at the site or sites concerned which was not brought onto such site or sites by ATS. CLIENT agrees to release, defend, indemnify and hold ATS harmless from and against any and all liability which may in any manner arise in any way directly or indirectly caused by such pre-existing contamination except if such liability arises from ATS's sole negligence or willful misconduct.

CLIENT shall, at CLIENT's sole expense and risk, arrange for handling, storage, transportation, treatment and delivery for disposal of pre-existing contamination. CLIENT shall be solely responsible for obtaining a disposal site for such material. CLIENT shall look to the disposal facility and/or transporter for any responsibility or liability arising from improper disposal or transportation of such waste. ATS shall not have or exert any control over CLIENT in CLIENT's obligations or responsibilities as a generator in the storage, transportation, treatment or disposal of any pre-existing contamination. CLIENT shall complete and execute any governmentally required forms relating to regulated activities including, but not limited to generation, storage, handling, treatment, transportation, or disposal of pre-existing contamination. In the event that ATS executes or completes any governmentally required forms relating to regulated activities including but not limited to storage, generation, treatment, transportation, handling or disposal of hazardous or toxic materials, ATS shall be and be deemed to have acted as CLIENT's agent.

For ATS's Services requiring drilling, boring, excavation or soils sampling, CLIENT shall approve selection of the contractors to perform such services, all site locations, and provide ATS with all necessary information regarding the presence of underground hazards, utilities, structures and conditions at the site.

XII. LIMITATION OF LIABILITY

CLIENT agrees that ATS's liability for the act, error or omission in its performance of services under this Agreement shall in no event exceed the amount of the total compensation received by ATS. It is intended by the parties to this Agreement that ATS's services in connection with the project anticipated herein shall not subject ATS's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project.

XIII. DISPUTE RESOLUTION

If a dispute arises out of, or relates to, the breach of this Agreement and if the dispute cannot be settled through negotiation, then ATS and the CLIENT agree to submit the dispute to mediation. In the event ATS or the CLIENT desires to mediate any dispute, that party shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within 10 days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the parties mutually agree in writing to extend the time between receipt of notice and submission to mediation. The expenses of the mediator shall be shared 50 percent by ATS and 50 percent by the CLIENT. This requirement to seek mediation shall be a condition required before filing an action at law or in equity. However, prior to or during the negotiations or the mediation either party may initiate litigation that would otherwise be barred by a statute of limitations, and ATS may pursue any property liens or other rights it may have to obtain security for the payment of its invoices.

XIV. MISCELLANEOUS

- (a) This Agreement constitutes the entire agreement between the parties hereto and supersedes any oral or written representations, understandings, proposals, or communications heretofore entered into by or on account of the parties and may not be changed, modified, or amended except in writing signed by the parties hereto. In

the event of any conflict between this contract document and any of the exhibits hereto, the terms and provisions of this contract document shall control. In the event of any conflict among the exhibits, the exhibit of the latest date shall control.

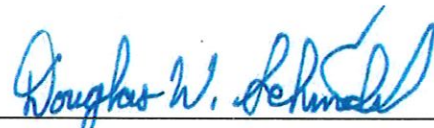
- (b) This Agreement shall be governed by the laws of the State of Iowa.
- (c) ATS may subcontract any portion of the Services to a subcontractor approved by CLIENT. In no case shall CLIENT's approval of any subcontract relieve ATS of any of its obligations under this Agreement.
- (d) In no event shall either party be liable to the other for indirect or consequential damages, including, but not limited to, loss of use, loss of profit or interruption of business, whether arising in contract, tort (including negligence), statute, or strict liability.
- (e) In the event CLIENT uses a purchase order form to administer this Agreement, the use of such form shall be for convenience purposes only, and any typed provision in conflict with the terms of this Agreement and all preprinted terms and conditions contained in or on such forms shall be deemed stricken and null and void.
- (f) This Agreement gives no rights or benefits to anyone other than CLIENT and ATS and does not create any third-party beneficiaries to the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year written below.

APPROVED FOR CITY OF WATERLOO

APPROVED FOR AECOM

By: _____

By:  _____

Printed Name: Quentin Hart

Printed Name: Douglas W. Schindel, P.E

Title: Mayor

Title: Vice President

Date: _____

Date: 11/21/2023

**PARK AVENUE PARKING RAMP REPAIRS
CITY OF WATERLOO, IOWA**

EXHIBIT A

A. PROJECT DESCRIPTION

The project consists of priority repairs for the Park Avenue Parking Ramp. These Park Avenue Parking Ramp repairs could include repairs to the ramp beams, side beams, delaminated ramp surfaces, expansion joint repairs and drains. The total budgeted construction project cost for the Park Avenue Parking Ramp repairs is approximately \$170,000.00, and the recommended repairs will be based on the highest priority items to fit the budget.

B. SCOPE OF SERVICES

The Scope of Services for design services will encompass and include detailed work, services, materials, equipment, personnel and supplies necessary to provide data collection, field review, final plan development and project administration. The Scope of Services for Park Avenue Parking Ramp design services are further defined as follows:

Data Collection and Base Mapping

Tasks 1-3. These tasks include data collection, field reviews and base mapping development for the Park Avenue Parking Ramp which will be used as the basis for the design. Field reviews will be completed with City staff to further establish a priority for the improvements. The following identifies tasks leading to the completion of the data collection required for the project:

Task 1 - Data Collection

Task 2 - Field Review

Task 3 - Plan Base Mapping Development

Preliminary and Final Plan Development

Tasks 4-15. These tasks include developing preliminary and final plans and specifications for the designated priority repairs for the Park Avenue Parking Ramp as identified in the field review with a budgeted construction cost of approximately \$170,000.00. These tasks will include work necessary to complete the plans and specifications for the identified repairs. Included in these tasks will be the typical cross-sections, tabulations and quantities, final plan view sheets, structural details, layout sheets, traffic control sheets, construction cost estimate and technical specifications. These tasks will include work necessary to complete the final design, project plans and specifications, and the printing of the documents for a City of Waterloo letting. The following specific tasks lead to the completion of the final plans for the identified Park Avenue Parking Ramp repairs:

Task 4 - Title and Legend Sheets (A-Sheets)

Task 5 - Typical Sections and Details (B-Sheets)

Task 6 - Bid Items and General Notes (C-Sheets)

- a. Bid Item and Quantity Listing
- b. Estimate Reference Information
- c. General Notes

Task 7 - Tabulations and Quantities (C-Sheets)

Task 8 - Plan Sheets (D-Sheets)

Task 9 - Layout Sheets (U-Sheets)

Task 10 - Traffic Control Sheets (J-Sheets)

Task 11 - Structural Details (V-Sheets)

Task 12 - Quality Control Review

Task 13 - Construction Cost Estimate

Task 14 - Specifications

Task 15 - Printing and Submittals

Project Administration and Meetings

Tasks 16-18. These tasks include project administration, coordination, and meetings throughout the project development. These tasks also include pre-letting activities and general project administration. The following identifies tasks leading to the completion of project administration, meetings and coordination during the design phase of the project:

Task 16 - Project Meetings

Task 17 - Pre-Letting Activities

Task 18 - Project Administration

Park Avenue Parking Ramp Structural Analysis and Construction-Related Services

It is not anticipated that structural analysis will be required. If it is determined the services are needed, the services will be defined under a future amendment to this Agreement. The scope of construction-related services will be determined at the time the services are needed and defined under a future amendment to this Agreement. Construction-related services include construction staking, on-site field review, materials testing and contract administration during construction.

L:\Secure_DCS\Administration\AGREE\PROF\Wat Park Avenue Parking Ramp Repairs.doc



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mohammad Elahi, Traffic Operations Director
Traffic Operations Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving a Pre-construction Agreement with the Iowa Department of Transportation, in the amount of \$10,000.00, in conjunction with the US 63 (1st Street) bridge rehabilitation, DOT Project Number BRFN-063-6(100)--39-07, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approve Agreement

SUMMARY STATEMENT AND BACKGROUND INFORMATION

This is for the DOT contractor to remove and reinstall streetlight poles on the bridge.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Road Use Tax (Traffic Operations Budget)

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 2024-9-056_Waterloo_FinalV2

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

County	<u>Black Hawk</u>
City	<u>Waterloo</u>
Project No.	<u>BRFN-063-6(100)--39-07</u>
Iowa DOT	
Agreement No.	<u>2024-9-056</u>
Staff Action No.	<u>N/A</u>

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

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

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

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

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT shall design, let, and inspect construction of the following described project in accordance with the project plans and DOT Standard Specifications:

Bridge rehabilitation on the U.S. 63 northbound structure located over the Cedar River 0.2 miles north of U.S. 218 in Waterloo.

- b. As part of the project, the LPA has requested removal, storage, and reinstallation of the existing lighting on the bridge within the city of Waterloo all which shall be at no cost to the DOT. The lighting materials will be temporarily stored at 1409 Black Hawk Street during the bridge rehabilitation work.

2. Project Costs

- a. The LPA shall reimburse the DOT for its share of the project costs estimated at \$10,000. The amount paid by the LPA upon completion of construction and billing by the DOT shall be determined by the actual quantities in place and the accepted bid at the contract letting.
- b. The DOT shall bear all costs except those allocated to the LPA under other terms of this Agreement.

3. Traffic Control

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

4. Right of Way and Permits

- a. Subject to the provisions hereof, the LPA, in accordance with 761 Iowa Administrative Code Chapter 150.3(1)c and 150.4(2), shall remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA shall also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project including but not limited to private signs,

buildings, pumps, and parking areas.

- b. The DOT shall be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA agrees to relocate all city-owned utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections, no new or future utility occupancy of project right of way nor any future relocations of or alterations to existing utilities within said right of way shall be permitted or undertaken by the LPA without the prior written approval of the DOT. All work shall be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

5. Construction & Maintenance

- a. Upon completion of the project, no changes in the physical features thereof shall be undertaken or permitted without the prior written approval and consent of the DOT.
- b. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.
- c. Lighting construction for this project shall be provided under guidelines established in 761 Iowa Administrative Code Chapter 150. Lighting installations shall not be constructed as part of the project unless specifically requested by the LPA. Lighting which is requested by the LPA shall also be paid for entirely by the LPA at no cost to the DOT or project. If constructed, the LPA shall accept ownership of and responsibility for future energy and maintenance costs of those lighting units which lie within the corporate boundaries.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the modification, amendment or revision to the DOT within 14 calendar days of the LPA's receipt of a subsequent FIS or modification. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall provide notice of the FIS to the DOT within 14 calendar days. The LPA agrees to defend, indemnify and hold the DOT harmless from any and all claims, costs, and damages arising from or related to the LPA's failure to timely provide an FIS or and FIS modification to the DOT in accordance with this provision.
- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Title VI of the Civil Rights Act of 1964 and Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
- c. It is the intent of both (all) parties that no third-party beneficiaries be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the

Agreement cannot be fulfilled.

- e. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2024-9-056 as of the date shown opposite its signature below.

CITY OF WATERLOO:

By: _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of
the City was duly authorized to execute the same on the ____ day of _____, 20____.

Signed: _____
City Clerk of Waterloo, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Nickolas J Humpal, P.E.
District Engineer
District 2



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Waste Management Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving Supplemental Agreement No. 1 to a Professional Services Agreement with AECOM Technical Services, Inc., of Waterloo, Iowa, originally executed September 24, 2018, in an amount not to exceed \$595,000.00, in conjunction with the Titus Lift Station and Force Main Project Contract No. 975, and authorizing the Mayor to execute said document.

RECOMMENDED COUNCIL ACTION

Approve resolution for Supplemental Agreement No. 1

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Resolution approving Supplemental Agreement No. 1 to a Professional Services Agreement with AECOM Technical Services, Inc of Waterloo, IA originally executed September 24 , 2018, for an amount not to exceed \$ _____ , in conjunction wit the Titus Lift Station and Force Main Project Contract # 975 and authorizing the Mayor to execute said document.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

Sewer Funds/SRF

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. SA1 WAT Titus Lift Station CRS (2)

**TITUS LIFT STATION AND FORCE MAIN PROJECT
CITY OF WATERLOO, IOWA**

**CONSTRUCTION-RELATED SERVICES
SUPPLEMENTAL AGREEMENT NO. 1**

WHEREAS, a Professional Services Agreement was entered into between the City of Waterloo, Iowa, (Client), and AECOM Technical Services, Inc. (ATS), of Waterloo, Iowa, dated September 24, 2018, for the design of the Titus Lift Station and Force Main project.

WHEREAS, the Client and ATS now desire to enter into Supplemental Agreement No. 1 for construction-related services for the project.

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

I. Project Description

The project consists of replacement and construction of a new lift station, force main and gravity sewer at the existing Titus Lift Station site and along the Broadway Street corridor in the northwest portion of the City of Waterloo. The project will improve current overloading of the existing lift station during periods of wet weather and provide capacity to expand the service areas north and northwest of the station. The project provides benefits for economic development and improves flow conditions in a portion of the system which currently experiences overloading during wet-weather flows. The City utilizes a State Revolving Fund (SRF) loan for the project. The construction cost for the project is approximately \$6.2 million dollars. ATS will provide construction-related services along with engineering assistance to the City for the SRF process.

II. Scope of Services

The Scope of Services will encompass and include work, services, materials, equipment, personnel and supplies necessary to provide construction-related services for the project and associated engineering assistance to the City for the SRF process required for the project. The Scope of Services is further defined as follows:

Task 1. Conduct a preconstruction conference attended by representatives of the Contractor, Client, Consultant and affected utilities.

Task 2. Provide construction staking for horizontal and vertical controls for the project.

Task 3. Review shop drawings and other submittals as required of the Contractor by the contract documents for conformance with the design concept of the project and compliance with the information given in the contract documents.

Task 4. Answer design interpretation questions from the Client, Contractor, review staff and appropriate agencies.

Task 5. Prepare monthly applications for payment based on information provided by field review staff and Contractor and forward to the Client for execution with recommendation for approval and payment.

Task 6. Perform construction site visits by design personnel at appropriate stages of construction to review the quality of the work and to determine whether the work conforms to the contract documents.

Task 7. Prepare and assist the Client and Contractor in processing contract change orders.

Task 8. Provide periodic field observation during construction to review the work of the Contractor to determine if the work is proceeding in general accordance with the contract documents and that completed work appears to conform to the contract documents. Staffing requirements may be adjusted during the project in relation to the level of construction activity.

Task 9. Report to the Client any work believed to be unsatisfactory, faulty or defective or does not conform to the contract documents and advise the Client of any work that should be corrected or rejected.

Task 10. Consider and evaluate Contractor's suggestions for modifications and report them with recommendations to the Client.

Task 11. Facilitate construction progress meetings of project as needed and complete minutes for each meeting. It is anticipated that when construction activities begin, meetings will be bi-weekly.

Task 12. Participate in a review of the project with the Client and review staff near project completion and prepare a list of items to be completed or corrected.

Task 13. Participate in a field observation of the completed project with the Client and review staff before a final application for payment is processed for the Contractor.

Task 14. Maintain files for correspondence, reports of the job conferences, shop drawings and sample submissions, reproductions of original contract documents including addenda, change orders, field modifications, additional drawings issued subsequent to the execution of the contract, Engineer clarifications and interpretations of the contract documents, progress reports and other project-related documents.

Task 15. Compile Equipment Manufacturer's and Vendors Operation & Maintenance (O&M) material from Contractor and distribute one electronic and two hard copies of O&M manuals to the Client at the completion of the project.

Task 16. Coordinate and attend one-day training and start-up sessions by Contractor and equipment manufacturer(s) to orient Client's operating personnel in operation of the facilities.

Task 17. Provide the Client with a copy of revised drawings of the construction plans (record drawings) for the project based on the construction observation records of the field review staff and the Contractor showing those changes made during construction considered significant.

Task 18. Prepare and assist the Client with the final close-out documentation received from the Contractor.

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 segregated from the fees in the original agreement. The estimated fee is Five Hundred Ninety-Five Thousand Dollars (\$595,000.00).

IV. In all other respects, the obligations of the Client and the Consultant shall remain as specified in the Professional Services Agreement dated September 24, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 as of the dates shown below:

AECOM TECHNICAL SERVICES, INC.

By  Date January 30, 2024
Douglas W. Schindel, P.E.
Vice President

APPROVED FOR CITY OF WATERLOO:

By: _____ Date _____
Quentin Hart
Mayor

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COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Mohammad Elahi, Traffic Operations Director
Traffic Operations Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving a Professional Services Agreement with ISG Inc., of Waterloo, Iowa, in the amount of \$7,000.00, in conjunction with the Ridgeway and Hammond Avenue Roundabout Placement and Functional Analysis, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approve Resolution

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Consultant will (1) determine if a roundabout will fit at the location, and (2) if design vehicle movements on approaches, departures, and within the roundabout can be reasonably accommodated.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

General Obligation Bond Funds

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. 2024-01-24_Ridgeway-and-Hammond Roundabout Placement & Function_ISG

JANUARY 24, 2024

Mohammad Elahi
Traffic Operations Director

City of Waterloo
625 Glenwood Street
Waterloo, IA 50703

319.291.4440

mohammad.elahi@
waterloo-ia.org

APPLICABLE CONTRACT

The General Terms and Conditions applicable to this Proposal are available at the link below and are hereby accepted and incorporated herein by reference. Upon acceptance of this Proposal, the parties can proceed with the project based on this signed Proposal, per its General Terms and Conditions, or for more complex projects, ISG, at its discretion, will prepare and require the use of an AIA or EJCDC Contract that will govern the project.



General Terms + Conditions
bit.ly/termsconditions_isg

ACKNOWLEDGMENT OF ACCEPTANCE

Accepted this _____ day
of _____, 2024.

Company: **City of Waterloo**
Print

Name: **Quentin Hart**
Print

Title: **Mayor**
Print

Signature: _____
Print

This proposal is valid for 30 days.

RE:

ISG

As the City of Waterloo seeks functional design services for the intersection of Ridgeway and Hammond in Waterloo, Iowa, ISG stands eager and ready to assist. Backed by our in-house, multi-disciplinary professionals, vast roundabout analysis experience, and a sound project understanding, ISG proposes to provide the following scope of services to meet your project needs.

SCOPE OF SERVICES

Concept Plan

ISG will use geographic information systems (GIS) right-of-way lines and an aerial photograph to develop up to three (3) concepts.

Cost Opinion

Once the concept plan is created and approved by the City, ISG will prepare an initial cost estimate. The estimate will reflect the site and associated design elements necessary for construction..

COMPENSATION

ISG proposes to provide the scope of work described within this proposal for compensation of **\$7,000**. Anticipated reimbursable expenses such as travel, mileage, and printing are included. Sales tax is excluded from the compensation.

ADDITIONAL SERVICES

ISG's goal for this proposal, like its services, is to be flexible with accommodating the requirements of this project. Upon request, ISG is able to provide a subsequent proposal to assist with additional professional design and construction phase services that will be necessary to facilitate this project as it moves forward.

ISG appreciates the opportunity to provide a solution tailored to the needs of the City of Waterloo. Upon acceptance of this proposal, please sign the acknowledgment box and return a copy of the proposal to our office. We look forward to providing you with responsive service, a collaborative approach, and timely delivery.

Sincerely,

Barrett Hubbard, PE, PTOE, RSPI
Transportation Engineer

Team Resumes

Barrett Hubbard, PE, PTOE, RSPi
Transportation Engineer

Role: Geometric Design



Barrett has spent the last 15 years working on numerous transportation engineering projects, specifically roadway geometric design, traffic engineering, stormwater management, and construction observation.

He has led design and plan production for urban and rural roadway rehabilitation and reconstruction, traffic signal, roundabouts, traffic calming, and pedestrian safety projects. Barrett has the professional traffic operations engineer (PTOE) and roadway safety professional level I certifications from the transportation professional certification board.

EDUCATION

Bachelor of Science in Civil Engineering
Montana State University
Bozeman, MT

PROJECT EXPERIENCE

Project Scrabble - Research Parkway Extension*
Davenport, IA

Greenhill South and Main Roundabout*
Cedar Falls, IA

Front Street Roundabouts*
North Liberty, IA

4th Street Reconstruction Project
Des Moines, IA

**Completed by Barrett while at a previous firm*

Corona Woychik, PE, PTOE
Civil Engineer

Role: Capacity Analysis



Corona will leverage her background in street design, project management, and multi-modal traffic studies to provide a roundabout capacity analysis for the intersection of Ridgeway and Hammond. At ISG, Corona provides design, plan production, and other engineering services, including traffic analysis for urban utility and streetscaping projects, highway rehabilitations, and large mixed-use and residential developments.

While assisting in the analysis, design, and plan production for transportation projects, Corona manages utility and property owner correspondence. By conducting traffic analyses, assembling exhibits, and drafting reports, she provides valuable experience in preparing traffic impact studies.

EDUCATION

Bachelor of Science in Civil Engineering
Iowa State University
Ames, IA

PROJECT EXPERIENCE

2nd Street Reconstruction + Cycle Track
La Crosse, WI

Western Avenue and Johnson Street
Waterloo, IA

West Fork Crossing
Cedar Falls, IA

Bridge Street Southwest Reconstruction
Owatonna, MN

IA-3and Taft Street North Traffic Signal Removal Study
Humboldt, IA



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving the Iowa Certified Local Government 2023 Annual Report, and authorizing the Mayor and Community Planning and Development Director to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

As a Certified Local Government, the City of Waterloo needs to file a report annually to the State of Iowa and the United States Department of the Interior.

The benefit of being a Certified Local Government:

- Access to special funding
- Recognized by State and Federal Agencies
- Technical Assistance for the State Historic Preservation Office
- Information Exchange

This year the Historic Preservation Commission has accomplished:

- Work on collaborations with other interested organizations.
- Provided homeowners information and suggestions for projects on historic homes.
- Explored options for the Dunsmore House.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

Historic Preservation

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

Denial, which would cause the City of Waterloo to no longer be designated as a Certified Local Government.

LEGAL DESCRIPTION

ATTACHMENTS

1. CLG Report

- 1. I am aware the submission of this report requires a signature from my communities chief elected official.**

The signature form is located here:

☒ yes

[Clear Answer](#)

- 2. Name of the city, county, or land use district: ***

Please choose from the drop down list.

Waterloo Historic Preservation Commission ▼

- 3. Did your commission undertake any survey, evaluation, and/or registration/nomination projects? ***

CLG Standards are in your local government's Certified Local Government (CLG) Agreement and the National Historic Preservation Act:

The CLG shall maintain a system for the survey and inventory of historic and prehistoric properties in a manner consistent with and approved by the STATE.

The CLG will review National Register nominations on any property that lies in the jurisdiction of its historic preservation commission.

☐ Yes

☒ No

☐ I don't know

- 4. Were any National Register of Historic Places properties in your jurisdiction altered, moved, or demolished in this calendar year? ***

☐ Yes

☒ No

☐ I don't know

5. Does your local government designate local landmarks or local districts? *

IMPORTANT: Most local governments do not have a program for local designation. If you have questions about whether you have a local designation program or not, please contact the CLG Coordinator at historic.preservation@iowaeda.com before you complete this section.

- ☒ Yes
☐ No
☐ I don't know

5.1.

What properties did your community place on its list of locally designated historic landmarks and/or historic districts? *

Please attach a copy of the final designation nomination(s) and ordinance(s) for these properties.

REMINDER: Before local districts are designated by your city council, you must send the local nomination to the SHPO for review and comment. Please allow at least 45 days for review before the nomination is scheduled for city council review. The SHPO review takes place after your commission has approved the local district nomination and BEFORE it is placed on the city council's agenda.

 2023 Local Designations.pdf (3MB)



6. Has your community passed ordinances that directly or indirectly impact historic preservation? *

- ☐ Yes
☒ No
☐ I don't know

7. Did your city, county, LUD or its historic preservation commission undertake any of the following activities in this calendar year? Please think broadly about this question and include any activity (small or large) that facilitated historic preservation in your community. This is your opportunity to boast about your accomplishments and get credit for the great work you do! *

Please check all that apply!

CLG Standards found in CLG Agreement and National Historic Preservation Act:

1) The CLG will enforce all appropriate state and local ordinances for designating and protecting historic properties.

2) The CLG shall provide for adequate public participation in the local historic preservation programs.

☐ a. Historic preservation planning. Examples include the development or revision of an preservation plan, development of a work plan for your commission, etc.

☒ b. Provided technical assistance on historic preservation issues or projects. Examples include working with individual property owners, business owners, institutions to identify appropriate treatments and find appropriate materials, research advice, etc.

☐ c. Sponsored public educational programming in historic preservation. Examples include training sessions offered to the public, walking tours, open houses, lectures, Preservation Month activities, etc.

☐ d. Design guidelines/standards

☐ Other:

7.1.

Describe your communities assistance with preservation issues or projects in this calendar year. *

Please be specific (address(es) of the property(ies), what was the issue(s), what assistance was provided.

The Historic Preservation Commission works with property owners in all parts of the city. However, most owners who come to speak with the Commission live in the nationally recognized and locally designated Highland Historic District. This year the Commission listened to Matthew Gilbert give an update on the progress the 415 Collective has made on the church at 415 Walnut Street. The Commission was then able to recommend that information about the project is available at the existing meeting site of the Walnut Ridge Church congregation. They also gave the idea that this project could be a blueprint for a project at Mount Moriah Missionary Baptist Church. The Commission also talked heavily about ways to prevent the increasing number of demolitions of structures in Waterloo. The Commission approved Certificates of Economic Hardships to demolish a home at 207 Lafayette Street and a multi-unit home at 127 Lafayette Street after not being able to find the money or a willing entity to rehabilitate the homes. The historic Park Avenue bridge in Waterloo has been rebuilt and the City was looking for ways to memorialize the historic bridge. The Commission gave ideas such as contacting the Youth Art Team to create a sculpture or mural, or using a old piece of the bridge to create a sculpture, or having a marker that talks about the history of the bridge. A property owner in the Highland District at 1104 Vine Street received approval from the commission on placing a 6' wood privacy fence on the property and the commission noted the fence will enhance the other improvements that have been made to the property. Another property

2293 of 6000 characters

7.1.

Describe your communities assistance with preservation issues or projects in this calendar year. *

Please be specific (address(es) of the property(ies), what was the issue(s), what assistance was provided.

about ways to prevent the increasing number of demolitions of structures in Waterloo. The Commission approved Certificates of Economic Hardships to demolish a home at 207 Lafayette Street and a multi-unit home at 127 Lafayette Street after not being able to find the money or a willing entity to rehabilitate the homes. The historic Park Avenue bridge in Waterloo has been rebuilt and the City was looking for ways to memorialize the historic bridge. The Commission gave ideas such as contacting the Youth Art Team to create a sculpture or mural, or using a old piece of the bridge to create a sculpture, or having a marker that talks about the history of the bridge. A property owner in the Highland District at 1104 Vine Street received approval from the commission on placing a 6' wood privacy fence on the property and the commission noted the fence will enhance the other improvements that have been made to the property. Another property owner at 136 Prospect Avenue requested to place vinyl siding on their property in the Highland Historic District to replace deteriorating wood siding. After discussion with the commission on the location of the siding and the small portion being replaced due to deterioration, the commission voted to approve the request for vinyl siding. Lastly, the Historic Preservation Commission approved a request for a property owner at 218 Alta Vista Avenue to install storm doors in addition to their existing french doors on their front porch. The commission approved the request since the cost to replace the doors would be expensive for the property owner.

2293 of 6000 characters

8. Were there any issues, challenges or successes your preservation commission encountered or accomplished this year?

The Waterloo Historic Preservation Commission completed a 5 year long Civil Rights Project with a consultant. The project included creation and installation of 7 signs at 7 historic civil rights significant areas in Waterloo. The consultant also worked to put together multiple Site Inventory Forms for civil rights significant locations. Some of the sites included Bess Chapel, Furgerson Fields Park, East High School, Fullilove School of Music, A.W. Haffa Building, and B.F. Tredwell Tourist Home. Lastly, the consultant worked on an amendment to the National Register designation for the Rath Administration Building.

The Commission also had a successful Awards Banquet in May with many attendees and great feedback from community members.

745 of 6000 characters

9. What partnerships did your commission form or continue with other entities?

Examples include local main street office, local school, historical society, library, museum, service club, etc.

If none, enter N/A

Main Street Waterloo, Cedar Valley Historical Society, Silos and Smokestacks, Grout Museum, Highland Neighborhood, Walnut Neighborhood

134 of 6000 characters

10.

Did your historic preservation commission receive any grants (other than CLG or HRDP) this year? If so, please describe. If none, enter N/A.

N/A

11. Does your Historic Preservation Commission have a website? *

- ☒ Yes
☐ No

11.1. What is the website address? *

cityofwaterlooia.com/departments/planning-zoning/historic_preservation_commis!

12. Does your commission have social media accounts? *

- ☒ Yes
☐ No

12.1. Please list any accounts your Historic Preservation Commission utilizes. *

The Commission has access to post to the City of Waterloo Facebook page.
www.facebook.com/WaterlooACityHall/

111 of 6000 characters

13.

List dates of public commission meetings held (please note these are meetings actually held with a quorum, not just those that were scheduled). *

CLG Standards found in CLG Agreement and National Historic Preservation Act: 1) The CLG will organize and maintain a historic preservation commission, which must meet at least three (3) times per year. 2) The commission will be composed of community members with a demonstrated positive interest in historic preservation, or closely related fields, to the extent available in the community. 3) The commission will comply with Iowa Code Chapter 21 (open meetings) in its operations. 4) Commission members will participate in state-sponsored or state-approved historic preservation training activities.

January 17, 2023
February 21, 2023
March 21, 2023
April 18, 2023
May 16, 2023
June 20, 2023
July 18, 2023
August 15, 2023
September 19, 2023
October 17, 2023
November 21, 2023
December 19, 2023

204 of 6000 characters

14.

Based on the work plan submitted last year for your commission please provide a self assessment of the progress your commission made on the initiatives and programs that were identified last year. *

The commission has done a great job of interacting with other collaborators in Waterloo. For example at least one member attends the Main Street Waterloo meetings each month. The members who live in historic neighborhoods also do a great job reporting what has happened in their neighborhood each month. The commission has had discussions with the Cedar Valley Historical Society on different ways to collaborate. The Cedar Valley Historical Society now has a representative that attends most Historic Preservation Commission meetings. The commission also held a successful Awards Banquet in May where the Most Endangered Buildings List was presented.

The commission will be working more towards meeting with City Council to give updates on the commissions actions throughout the year. There will also be a better effort to be more engaged with the Waterloo Schools and the Waterloo Public Library. The commission has plans to hold the Student Art Contest this year and work with the Public Library to hold workshops for the event.

1035 of 6000 characters

15. Where are your official CLG files located? *

If your commission also has digital file storage please note how those are being stored.

Waterloo City Hall (715 Mulberry Street, Waterloo, IA 50703) and they are located within the Planning drive.

108 of 6000 characters

16.

In this calendar year, what was the dollar amount of the historic preservation commission's annual budget? *

We recommend that the local government provide the commission a minimum of \$750 annual budget to pay for training and other commission expense.

0

17. Additional Budget information

This is an optional question, if there is any additional information you wish to share with the State Historic Preservation Office regarding your community's budget.

0 of 6000 characters

18.

Please list the names of the Historic Preservation Commissioners who served during this calendar year. *

Nick Hedrick, Terry Stevens, Susan Price, Cole Weliver, Ivan Valtchev, Ed Ottesen, Hector Salamanca Arroyo, Matthew Gilbert, and Jared Hottle

141 of 6000 characters

19. 2024 Work Plan *

Each Commission should develop an annual work plan. Please include the project(s), initiatives and programs your commission plans to begin or complete.

19. 2024 Work Plan *

Each Commission should develop an annual work plan. Please include the project(s), initiatives and programs your commission plans to begin or complete.

 Action Plan 01.16.24.pdf (69KB)



**Wahkiakum National Preservation Commission
Action Plan**

Goal A: Create Networks and Alliances

Objectives:

1. At the January meeting, at least one action item will be completed (photo updates).

Key Results:

1. By May 31, 2024 the commission will prepare a list of community organizations to engage through phone calls to create common goals or shared priorities or interests.
 - a. Completed by May 2024 meeting.
1. By December 31, 2024 a member of the Commission will successfully engage email, social, telephone or face-to-face communication with a potential or actual member of at least one of the identified community organizations.
 - a. Completed by June 2025.
1. By August 31, 2024 a member of the commission will correspond through email, social, telephone or face-to-face communication with a potential or actual member of at least one of the identified community organizations.
1. By August 31, 2024 a member of the Commission will address a member meeting or at least one of the identified community organizations and receive feedback and the provide a report statement and goals of the Commission.
1. By April 30, 2025, a member of the Commission will address a member of the meeting or at least one (one) of the identified community organizations and receive feedback and the provide a report statement and goals of the Commission.
1. By June 30, 2024 the commission will respond through correspondence of email, social media, or in person to a member request for information regarding the Commission's mission, vision, and goals.

20.

Please attach the biographical sketches for any commissioners that were appointed in 2023.

Please be sure newly appointed commissioners sign and date their sketch/ statement.

 Hottle Biographical Sketch.pdf (419KB)



**Wahkiakum National Preservation Commission
Biographical Sketch**

For Appointment:

1. Name: [Name] (Last, First, Middle Initial) [Name] (Last, First, Middle Initial) [Name] (Last, First, Middle Initial)

2. Date of Birth: [Date] (Month/Day/Year) [Date] (Month/Day/Year) [Date] (Month/Day/Year)

3. Current Address: [Address] (Street, City, State, Zip) [Address] (Street, City, State, Zip) [Address] (Street, City, State, Zip)

4. Email Address: [Email] [Email] [Email]

5. Phone Number: [Phone] (Area Code, Number) [Phone] (Area Code, Number) [Phone] (Area Code, Number)

6. Education: [Education] (Degree, Institution) [Education] (Degree, Institution) [Education] (Degree, Institution)

7. Professional Experience: [Experience] (Position, Organization) [Experience] (Position, Organization) [Experience] (Position, Organization)

8. Other Information: [Information] [Information] [Information]

9. Signature: [Signature] [Signature] [Signature]

10. Date: [Date] (Month/Day/Year) [Date] (Month/Day/Year) [Date] (Month/Day/Year)

21. Commission Training Table

An important requirement of the Certified Local Government program is annual state-sponsored or state-approved training undertaken by at least one member of the historic preservation commission and/or staff liaison. In this table, please provide information about the commissioners' involvement in historic preservation training, listing the name of the conference, workshop or meeting (including online training opportunities); the sponsoring organization; the location and date when the training occurred. Be sure to provide the names of commissioners, staff, and elected officials who attended.

Name of Event	Sponsor Organization	Location	Date	Name of Attendees	
Main Street	Main Street An	Boston, MA	3/26/23 -	Nick Hedrick	
National R	Winneshiek Cc	Decorah, IA	10/20/202	Lexi Schneid	
Congressi		Washington	Septembe	Matthew Gilb	
Imagining		Providence,	October 2	Matthew Gilb	
University		Salt Lake Ci	October 2	Matthew Gilb	

+ Add a row

22.

Who of your commission members, staff, and/or elected officials attended the Preserve Iowa Summit? If so, please provide their names.* *

Please note this must be completed. If no one attended, enter none.

Now is also a good time to start planning to attend the 2024 Preserve Iowa Summit in Mount Pleasant on June 6-8, 2024. If no one attended please mark N/A.

None

4 of 1000 characters

23. Suggestions for improvement *

The CLG program is here to support the Historic Preservation Commissions across Iowa. Do you have any suggestions for how we can improve our services to your commissions?

The CLG Program does a great job of responding to questions when community members or commission members need assistance. However, the CLG program could do a better job of sending notices out about events, grants, and training opportunities.

241 of 6000 characters

24.

What training topic would be most helpful for your Historic Preservation Commission? *

We will use this information to help design the CLG Roundtable at the Preserve Iowa Summit and other training opportunities throughout the year.

How should you begin to rewrite your Design Guidelines and how should they be organized. A good topic within this would be how to have Design Guidelines for multiple locally designated districts within a City.

209 of 6000 characters

25. Chief Elected Official *

Did your communities Chief Elected Official (Mayor, Chairman of the Board of Supervisors, or President of LUD Trustees) change in 2023?

- ☐ Yes
☒ No

26. Has the contact information for your communities staff liaison changed? *

If you have a new staff liaison please select yes.

- ☐ Yes
☒ No

27. Commission Members

Please include all commission members in this table.

If the commissioner represents a locally designated district please provide the district in their role field.

If the commissioner doesn't have an email address please enter a phone number.

For any new commissioners please include the biographical sketch in the following question.

First and Last Name	Mailing Address	Email Address	Term	Role	
Matthew Gil	325 E. Park /	Global.mrg@	2/6/2024	Chair	
Ivan Valtche	527 E Park A	ivanv@invisi	4/18/2025	Walnut Dis	
Susan Price	2753 Fairlan	sueprice49@	5/13/2025		
Ed Ottesen	1941 W 6th S	edwardottese	2/6/2024		
Terry Stevei	1629 Ackerm	danceterryh2	2/6/2024		
Nicholas He	207 Highland	nhedrick@cfl	4/15/2025	Highland D	
Hector Sala	834 Williston	hasarroyo@c	4/18/2025		
Colleen We	159 Prospect	colecarter3@	10/3/2025	Highland D	
Jared Hottle	314 W Mitch	Jared@hottle	3/6/2026		

28.

Please attach biographical sketches for commissioners who were newly appointed in last calendar year.

Please be sure newly appointed commissioners sign and date their statement.

 Hottle Biographical Sketch.pdf (419KB)



29.

Does your commission have any vacancies? If so, how many? If you have no vacancies please enter N/A. *

N/A

30. Authorized Official Signature *



https://iowa1-my.sharepoint.com/:w:/g/personal/allison_archambo_iowaeda_com/EbjuV6msG45MlxO31aS7FcsBLK3ltroT4Yx3juDUNJM2_w?e=Xudmou

This question is required.

 Choose a file

**BIOGRAPHICAL SKETCH
APPLICANT FOR HISTORIC PRESERVATION COMMISSION**

Mr. Jared Hottle

Work ()/Home () Mailing ADDRESS : **319-288-5382, 314 W Mitchell Ave Waterloo, IA 50701**

PHONE NUMBERS: WORK- HOME- MOBILE EMAIL ADDRESS **319-288-5382,**

jared@hottlerealestate.com

INTEREST IN HISTORIC PRESERVATION (Describe education, employment, memberships, publications, and/or other activities which indicate your interest in and commitment to historic preservation; or provide a statement detailing your interest in local history and commitment to historic preservation; use the back and/or extra sheets if necessary)

EDUCATION: **Bachelor's degree in Economics and Political Science, Central College 2013. Master's in Educational Technology, Dakota State University 2014**

EMPLOYMENT: **Realtor, Inspired Real Estate September 2020 - October 2023 ; Realtor, Berkshire Hathaway Home Services October 2023 - present**

INTEREST: **I've harbored a longstanding fascination with both national and local history. It's intriguing to ponder the individuals who inhabited and traversed the very structures we navigate today. Numerous elements in older buildings, though economically impractical to replicate, hold significant value in preservation. Waterloo boasts a wealth of history, much of which is embedded in our architectural heritage. The ongoing efforts to maintain and rescue these structures enable our generation to contribute to the community, reduce waste in landfills, and ensure that future generations can witness history unfolding before their eyes.**

While serving on the _____ Historic Preservation Commission, I have read and will work to insure that the Commission enforces the Historic Preservation Resolution; upholds the CLG Agreement with the State of Iowa, and works in compliance with the [Secretary of the Interior's Standards for Archaeology and Historic Preservation](#).

Signature Date


JARED HINKLE 1/16/24

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

ORDINANCE NO. 5697

AN ORDINANCE TO DESIGNATE 415 WALNUT STREET AS
A LOCALLY DESIGNATED LANDMARK.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WATERLOO, IOWA, as follows:

WHEREAS, Chapter 9, Historic Preservation Commission, of Title 2, Boards and Commissions, and Chapter 8, Historic Preservation, of Title 9, Building Regulations, all in the current Code of Ordinances in the City of Waterloo, Iowa, established the following:

9-8-1: Purpose and Intent:

- (a) Protect, enhance, and perpetuate those buildings, sites, and districts that represent or reflect special elements of the city's cultural, social, economic, and architectural history;
- (b) Safeguard the city's historic, aesthetic, and cultural heritage as embodied and reflected in such buildings, sites, and districts;
- (c) Strengthen the city's economy by encouraging the stabilization, improvement, preservation, or rehabilitation of designated properties, districts or sites;
- (d) Protect and enhance the city's historic, cultural, and architectural heritage for tourists and visitors and thereby support and stimulate business and industry;
- (e) Promote the use of historic buildings, sites and districts for the education, pleasure, and general welfare of the people of the city;
- (f) Promote attention to sound design principles in areas of new development and redevelopment, and raise the level of community understanding and expectation for quality in the built environment; and

WHEREAS, Heartland Habitat for Humanity has requested the property at 415 Walnut Street be declared a Historic Landmark; and

WHEREAS, per 9-8-6 (D)(2) Procedure: A public hearing was held on May 15, 2023 and notice was given to each owner of record of the nominated historic landmark; and

WHEREAS, the Historic Preservation Commission recommended approval of the nomination with a vote of 7-0 at their March 21, 2023 meeting, and the Planning, Programming and Zoning Commission unanimously recommended approval of the nomination at their April 11, 2023 meeting.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, that the request of Heartland Habitat for Humanity to have the property located at 415 Walnut Street declared as a Historical Landmark, be hereby approved.

INTRODUCED:	May 15, 2023
PASSED 1 ST CONSIDERATION:	May 15, 2023
PASSED 2 ND CONSIDERATION:	May 15, 2023
PASSED 3 RD CONSIDERATION:	May 15, 2023

PASSED AND ADOPTED by the City Council of the City of Waterloo, Iowa, on the 15th day of May 2023.

Quentin Hart
Quentin Hart, Mayor



ATTEST:

Kelley Felchle
Kelley Felchle, City Clerk



SEAL



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

ORDINANCE NO. 5704

AN ORDINANCE TO LOCALLY DESIGNATE 722 WATER
STREET AS A HISTORIC LANDMARK.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WATERLOO, IOWA, as
follows:

WHEREAS, Chapter 9, Historic Preservation Commission, of Title 2, Boards and
Commissions, and Chapter 8, Historic Preservation, of Title 9, Building Regulations, all in the
current Code of Ordinances in the City of Waterloo, Iowa, established the following:

9-8-1: Purpose and Intent:

- (a) Protect, enhance, and perpetuate those buildings, sites, and districts that
represent or reflect special elements of the city's cultural, social,
economic, and architectural history;
- (b) Safeguard the city's historic, aesthetic, and cultural heritage as embodied
and reflected in such buildings, sites, and districts;
- (c) Strengthen the city's economy by encouraging the stabilization,
improvement, preservation, or rehabilitation of designated properties,
districts or sites;
- (d) Protect and enhance the city's historic, cultural, and architectural heritage
for tourists and visitors and thereby support and stimulate business and
industry;
- (e) Promote the use of historic buildings, sites and districts for the education,
pleasure, and general welfare of the people of the city;
- (f) Promote attention to sound design principles in areas of new development
and redevelopment, and raise the level of community understanding and
expectation for quality in the built environment; and

WHEREAS, Dhani Re Investments, LLC, has requested the property at 722 Water Street
be declared a Locally Designated Historic Landmark; and

WHEREAS, per 9-8-6 (D)(2) Procedure: A public hearing was held on June 20, 2023 and
notice was given to each owner of record of the nominated historic landmark; and

WHEREAS, the Historic Preservation Commission recommended approval of the
nomination with a vote of 8-0 at their April 18, 2023 meeting, and the Planning, Programming
and Zoning Commission unanimously recommended approval of the nomination at their May 9,
2023 meeting.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
WATERLOO, IOWA, that the request of Dhani Re Investments, LLC, to have the property
located at 722 Water Street declared as a Locally Designated Historic Landmark, be hereby
approved.

INTRODUCED:	June 20, 2023
PASSED 1 ST CONSIDERATION:	June 20, 2023
PASSED 2 ND CONSIDERATION:	June 20, 2023
PASSED 3 RD CONSIDERATION:	June 20, 2023

PASSED AND ADOPTED by the City Council of the City of Waterloo, Iowa, on the 20th day of June 2023.

Quentin Hart

Quentin Hart, Mayor



ATTEST:

Kelley Felchle

Kelley Felchle, City Clerk



CERTIFICATE

I, Kelley Felchle, City Clerk of the City of Waterloo, Iowa, do hereby certify that the preceding is a true and complete copy of Ordinance No. 5704 as passed and adopted by the City Council of the City of Waterloo, Iowa, on the 20th day of June 2023.

Witness my hand and seal of office this 20th day of June 2023.

Kelley Felchle

Kelley Felchle, City Clerk



SEAL



RESOLUTION NO _____

A RESOLUTION OF THE CITY COUNCIL OF WATERLOO, IOWA APPROVING PARTICIPATION IN THE NORTHEAST INDUSTRIAL ACCESS NEPA STUDY, DESIGNATING THE MAYOR AS THE OFFICIAL REPRESENTATIVE OF THE CITY, AUTHORIZING THE MAYOR TO AFFIX THEIR SIGNATURE TO SAID RESOLUTION, AND PROVIDING FINANCIAL ASSURANCES IN CONJUNCTION WITH SAME.

WHEREAS, the Black Hawk County Metropolitan Area Transportation Policy Board is designated as the Metropolitan Planning Organization (MPO) for the Black Hawk County urbanized area; and

WHEREAS, the City of Waterloo is a voting member of the MPO; and

WHEREAS, the MPO, in cooperation with the state, is conducting a continuing, cooperative, and comprehensive transportation planning process pursuant to 23 CFR 450 (c); and

WHEREAS, the Northeast Industrial Area plays a vital role in driving economic growth within the metropolitan region; and

WHEREAS, significant increases in automotive and freight movement to and from this area has brought about a series of issues concerning traffic capacity, accessibility, and safety; and

WHEREAS, these concerns must be addressed to uphold the economic progress and stability of the region; and

WHEREAS, Black Hawk County, Waterloo, Evansdale, Elk Run Heights, and Raymond have collectively agreed to participate in a NEPA study of this corridor which is the next step in identifying a preferred alternative to effectively address transportation challenges and capitalize on opportunities; and

WHEREAS, the MPO Policy Board has included the Northeast Industrial Access NEPA Study as a project in the FY 2024-2027 Transportation Improvement Program with a total cost of \$625,000 funded with \$480,000 in federal Surface Transportation Block Grant (STBG) funds and \$145,000 in local matching funds from participating local jurisdictions; and

WHEREAS, the City of Waterloo commits to providing \$_____ towards the local match; and

WHEREAS, the Iowa Northland Regional Council of Governments (INRCOG) provides staff support for the MPO and will be responsible for administration of the Northeast Industrial Access NEPA Study and the consultant selection process; and

WHEREAS, once the study begins, INRCOG will bill the city monthly for their portion of the local match based on the monthly billings from the consultant.

NOW THEREFORE BE IT RESOLVED that the City Council of Waterloo, Iowa authorizes participation in the Northeast Industrial Access NEPA Study and commitment of funds in conjunction with same.

Resolution adopted this ____ day of _____, 2023.

Quentin Hart, Mayor

ATTEST:



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving a Development and Minimum Assessment Agreement with Damir Dzanic, for the construction of a new commercial building located north of 110 Dunham Place, with a minimum assessed value of \$200,000.00, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The developer is planning to construct a 60 x 112 feet new commercial building on the lot. Upon completion the developer will submit a Consolidated Urban Revitalization Area (CURA) application for tax abatement for the new building. In accordance with new legislation the agreement also has a minimum assessment agreement of \$200,000 in order for the developer to apply for the CURA abatement program.

NEIGHBORHOOD IMPACT

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

DATA, ANALYSIS, AND STRATEGIES

Economic Development

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

N/A

ALTERNATIVE ACTION

Deny Development Agreement

LEGAL DESCRIPTION

Lot 14, except the South 20 feet thereof, and all of Lot 15, all in Guenther's Out Lots in the City of Waterloo, Black Hawk County, Iowa.

ATTACHMENTS

1. Damir Dzanic Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of January 26, 2023, by and between Damir Dzanic (the "Developer") and the City of Waterloo, Iowa (the "City").

RECITALS

- A. Developer is the owner of real property on Dunham Place identified as parcel no. 8912-30-304-030, legally described as set forth on Exhibit "A" attached hereto (the "Property"), and Company is willing and able to finance and undertake construction of a building and related 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 Developer.** Developer shall construct on the Property a new commercial building having approximate dimensions of 60 x 112 feet, as well as related landscaping, storm water detention, paving, signage and parking improvements (collectively, the "Improvements"), in accordance with the Plans as provided in Section 3. Developer 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 Developer submit

specific building designs and site plans for City review and approval. 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. The Property, the Improvements, and all site preparation and development-related work to make any of the Property usable for Developer's purposes as contemplated by this Agreement are collectively referred to as the "Project."

3. **Construction Plans.** Developer 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. Developer 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, Developer 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, Developer shall submit new or corrected Plans or Modified Plans within thirty (30) days after receipt by Developer of written notification of the rejection, accomplished by a written statement of the City specifying the respects in which Developer'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 Developer 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 Developer of any obligation to comply with the terms and provisions of this Agreement, or the

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

4. **Timeliness of Construction; Possibility of Termination.** The parties agree that Developer'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. Developer must begin construction of the Improvements within eight (8) months after the date of this Agreement and Substantially Complete construction within twenty (20) 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 pursuant to the Plans or Modified Plans 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 Developer does not Substantially Complete construction of the Improvements on the schedule stated above, then City may terminate this Agreement as set forth in Section 15, and City shall then have no further obligation under this Agreement. In any circumstance where Developer's progress on the Project fails to meet the schedule stated above, then City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements, and if an extension is granted but construction of the Improvements has not begun within such extended period, then any further time extensions will require consent of the City Council. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Developer (each an "Unavoidable Delay"), the requirement that construction be completed by the Completion Deadline shall be tolled for a period of time equal to the period of Unavoidable Delay.

5. **Utilities.** Developer 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.** Developer 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.

Developer 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 \$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.

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

7. **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 Developer meets all requirements to qualify for such exemption.

8. **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 with respect to the Improvements:

A. Developer 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, 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.

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

D. Developer 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 Developer.

E. Until the MAA termination date Developer 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 Developer 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. Developer 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 Developer 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 Developer'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. Developer 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. Developer 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 Developer, 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. Developer acknowledges that its current use of the Property does not comply with City ordinances. Until the Improvements have been Substantially Completed, Developer shall not increase the utilization of the Property for non-conforming uses or activities from the extent to which the Property is currently utilized for such uses or activities. Developer acknowledges that the promises of performance it makes in this Agreement are consideration

for City's willingness to forbear from charging Developer with ordinance violations relating to such uses and activities, and that upon Developer's breach of this Agreement the City shall be free to charge Developer with such violations. Nothing herein shall be construed as a limitation on City's ability or prerogative to charge Developer, at any time, for other violations of applicable law or ordinance.

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

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

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

10. **Representations and Warranties of Developer.** Developer 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 Developer 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 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.

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 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.

D. 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.

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

11. 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 arising after Developer'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 Developer 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, 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 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.

12. 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 Developer agrees to cooperate diligently and

in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Developer 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.

13. **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. Notwithstanding the foregoing, Developer may mortgage the Property to a lender as security for financing of Project improvements, but for no other purpose.

14. **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 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, any part of the Property, or this Agreement, without the prior written consent of City except as authorized by Section 13 or otherwise as security for financing of Project improvements;

C. Failure by Developer 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. 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 any of Property.

F. 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.

15. Remedies.

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

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

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

16. **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.

17. **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.

18. **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.

19. **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 Developer, at 1826 Meadow View Circle, Cedar Falls, Iowa 50613.

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

20. **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.

21. **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.

22. **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.

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

24. **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.

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

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

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

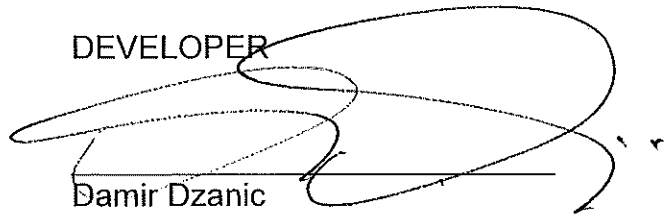
28. **Time of Essence.** Time is of the essence of this Agreement.

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

CITY OF WATERLOO, IOWA

DEVELOPER

By: _____
Quentin M. Hart, Mayor



Damir Dzanic

Attest: _____
Kelley Felchle, City Clerk

EXHIBIT "A"

Legal Description of Property

Lot 14, except the South 20 feet thereof, and all Lot 15, all in "Guenther's Out Lots" 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 JANUARY 26, 2023, by and among the CITY OF WATERLOO, IOWA ("City"), DAMIR DZANIC ("Developer"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Developer 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 Developer will undertake the development of an area within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan area, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property (the "Project"); and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Developer desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Developer 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 Developer, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Developer as a part of the Project shall not be less than \$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.

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, 2040. 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. Developer 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 Developer 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. Developer 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 Developer (not limited to the statutory remedies for unpaid taxes) and that Developer 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 Developer'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 Developer 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. Developer 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]

By: _____
Quentin Hart, Mayor

Damir Džanić

By: Kelley Felchle, City Clerk

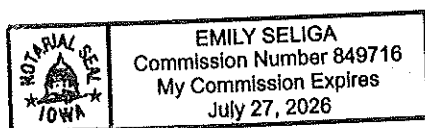
STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this _____ day of _____, 2023, 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 January 26, 202⁴~~8~~ by Damir Dzanic.



Emily Seligson
Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than Two Hundred Thousand and 00/100 Dollars (\$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 _____, 2023 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

Notary Public



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution approving a Development and Minimum Assessment Agreement with Back Alley Printers, Inc., for the remodel of a building located at 2975 Airline Circle, with a minimum assessed value of \$2,134,730.00 and rebates at fifty percent for ten years, and the option for the City to purchase excess land in the future at a rate of \$30,000.00 per acre, and authorizing the Mayor and City Clerk to execute said document.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

The developer is proposing on remodeling the building at 2975 Airline Circle for their business. The development has a minimum assessment agreement of \$2,134,730.00 and they will be receiving rebates on the added value to the property with a rate of 50% for 10 years. The company also received the High Quality Jobs Tax Credit with the Iowa Economic Development Authority for the creation of 40-55 new jobs.

NEIGHBORHOOD IMPACT

This project will have a positive impact on the neighborhood. The building was recently vacated by its previous owner.

DATA, ANALYSIS, AND STRATEGIES

Economic Development

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

TIF

ALTERNATIVE ACTION

Deny Development Agreement

LEGAL DESCRIPTION

A tract of land located in the NW 1/4 of the NE 1/4 of Section No. 10, Township No 89 North, Range 13 West of the Fifth Principal Meridian, in Black Hawk County, Iowa, described as follows:

Beginning at a point on the East line of W.C.F. & N. Drive which is 453 feet South of the north line of said NW 1/4 of the NE 1/4 and 65 feet of the West line of said NW 1/4 of the NE 1/4; thence North 89 degrees 53 minutes 20 seconds East a distance of 200 feet; thence North 00 degrees 00 minutes East a distance of 40.12 feet; thence North 89 degrees 53 minutes 20 seconds East a distance of 746.8 feet; thence South 00 degrees 19 minutes 10 seconds West a distance of 909.88 feet to a point on the South line of said NW 1/4 of the NE 1/4; thence South 89 degrees 46 minutes 10 seconds West along said South line a distance of 343.31 feet; thence North 00 degrees 04 minutes 55 seconds East a distance of 581.18 feet along the East line of the SW 1/4 of the NW 1/4 of said Section No. 10; thence South 89 degrees 47 minutes 40 seconds West a distance of 598.9 feet along the North line of the South 250 feet of the N 1/2 of the SW 1/4 of the NW 1/4 of the NE 1/4 of said Section No. 10 to said East line of W.C.F. & N. Drive; thence North along said East line 290.01 feet to the pint of beginning, except that part conveyed to the City of Waterloo in 552 LD 283, Black Hawk County, Iowa.

ATTACHMENTS

1. Dignity Apparel LLC IEDA
2. Back Alley Agreement
3. Signed IEDA form



Tara Thomas-Gettman
Director of Strategic Communication
715 Mulberry St, Waterloo, IA 50703
Phone: (319) 504-9113
tara.thomas-gettman@waterloo-ia.org
CITYOFWATERLOOIOWA.COM

FOR IMMEDIATE RELEASE

WATERLOO BUSINESS LANDS MULTI-MILLION DOLLAR ECONOMIC DEVELOPMENT AWARD
Dignity Apparel LLC to create new jobs with \$4.5 million investment

WATERLOO, IA – The Iowa Economic Development Authority (IEDA) Board recently approved awards for three companies statewide, including Dignity Apparel LLC in Waterloo. The company plans to purchase a new building.

Dignity Apparel LLC manufactures garments with domestically sourced fabrics for Image Pointe, its wholly owned subsidiary that offers design and distribution services. Through real estate holding company JP Management Corporation, the project plans to acquire a 77,000 square-foot building in Waterloo, including remodeling space and purchasing equipment and software to accommodate growth. The project represents a capital investment of \$4.5 million dollars. The board awarded tax benefits through the High Quality Jobs program.

“This expansion will allow us to create 40 – 55+ new, high-quality jobs in Waterloo that do not require previous experience, skills, or language abilities. Our mission is to create a workplace culture and set of employment opportunities that allow our team members to establish themselves and their families for a better future,” stated by Josh Ruyle, CEO of Image Pointe.

The other two awards went to companies in Dallas County and Red Oak.

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DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, by and between Back Alley Printers, Inc. (the "Company") and the City of Waterloo, Iowa (the "City").

RECITALS

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

AGREEMENT

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

1. **Development Property.** Company is negotiating for purchase of the Property. This terms of this Agreement are contingent on Company's acquisition of the Property. After taking ownership, Company will renovate, update, modify and otherwise improve the Property to the extent necessary to adapt the Property for Company's

purposes and to move its business operation presently located at 1224 La Porte Road, Waterloo, Iowa to the Property.

2. **City Activities to Aid Development.** In addition to the property tax rebates provided for herein, the City agrees to provide the following Project assistance:

A. Land Purchase; Easement; Right of First Refusal. After Company has determined its site needs for expansion, storm water detention and other factors, Company shall identify excess land ("Excess Land"), which City shall purchase from Company at a price of \$30,000 per acre. Conveyance shall be by general warranty deed, free and clear of all encumbrances arising by or through Company except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements serving the Excess Land; and (c) restrictions imposed by the City zoning ordinances and other applicable law, but subject to grant of a perpetual easement to City and its successors in title over and across Company's property for ingress and egress to the Excess Land from the current public roadway. The terms of the easement shall require that the City and its successors pay for all costs of constructing and maintaining the road affording access to the Excess Land. Company shall prepare, at its own expense, an updated abstract of title for the City's review, which shall become City's property upon purchase of the Excess Land. Before closing, Company (i) shall remove from the Excess Land and materials, personal property or other items that were placed there by Company, its contractors or agents and (ii) shall not discharge or release upon the Excess Land any substance or material that would require remediation under applicable state or federal environmental law, rule or regulation. Company shall have a right of first refusal to purchase the Excess Land, or lesser portion thereof that does not leave City with an undevelopable remnant, for a period of ten (10) years from the date that the Excess Land was conveyed to City. City shall provide written notice to Company of any bona-fide, third-party offer City receives, and Company shall have fourteen (14) days in which to exercise its right to purchase on substantially the same terms and conditions as set forth in such offer. Company's exercise shall be by written notice to City. Upon exercise, City shall prepare, at its own expense, an updated abstract of title for Company's review.

B. Current Site. Company currently owns real property at 1224 La Porte Road, Waterloo. City will assist Company in its efforts to redevelop such property, if Company relocates to a larger facility in Waterloo city limits.

3. **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 \$2,134,730.00 (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.

4. **Tax Rebates.** Subject to the other terms of this Agreement, City agrees to rebate property tax (with the exceptions noted below) with respect to the Property as follows:

Year One through Year Ten	50% rebate each year
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for any taxable value (each such payment is a "Rebate") over the 2022 base value of \$1,869,320.00. Each Rebate is payable in respect of a given property tax fiscal year (a "Fiscal Year") only to the extent that (a) Company has actually paid general property taxes due and owing for such Fiscal Year and (b) the city council has made an appropriation for the payment of the Rebate. To receive a Rebate for a given Fiscal Year, Company must, within twelve (12) months after the due date of the last installment of the property taxes for the respective Fiscal Year (i.e., the "March Installment"), submit a completed Rebate request to City on the form provided by or otherwise satisfactory to City. A failure to timely submit a request for a Rebate for a Fiscal Year will result in a forfeiture of the right to request a Rebate for such Fiscal Year. City agrees to consider a completed application for a Rebate within sixty (60) days after submission of the application to City.

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 after Company completes its purchase of the Property and not based on a prior Fiscal Year..

As an example of the above provision, in the event Company purchases the Property prior to January 1, 2024, the property taxes that would be assessed based on the January 1, 2024 assessed value would be for the Fiscal Year ending June 30, 2026, with the taxes payable one-half by September 30, 2025 and one-half by March 31, 2026, then the first Rebate could be applied for after March 31, 2026 and prior to April 1, 2027.

5. **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 4 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 4 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 4, 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.

6. 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 expansion 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 9 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.

7. **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 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. Company shall make such reports to City, in such detail and at such times as may be reasonably requested by City.

C. 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.

D. Until the MAA termination date Company will maintain, preserve and keep the Property 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.

E. 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 as stated in the MAA and any amendments thereto will be a reasonable estimate of the actual value of the Property for ad valorem property tax purposes. Company agrees that it will spend enough in the acquisition and renovation of the Property that the value of the Property will equal or exceed the assessor's minimum actual value for the Property as set forth in the MAA and any amendments thereto.

F. 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 other than the transfer of the Excess Land to the City contemplated by Section 2.A above 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.

G. 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.

8. **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.

9. **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 purchase and renovation of the Property will be sufficient to enable Company to successfully complete the purchase of the

Property and renovations as contemplated in this Agreement, subject to additional costs incurred due to Unavoidable Delays.

10. 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. 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.

11. 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.

12. **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 except that Company may transfer its interest in the Property to an affiliate of the Company that shares common ownership with the Company without the consent of the City. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement. Notwithstanding the foregoing, Company may mortgage the Property to a lender as security for financing the purchase and renovation of the Property, but for no other purpose.

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 Company to purchase the Property and complete any renovations pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in any part of the Property, or this Agreement, without the prior written consent of City except as authorized by Section 12 or otherwise as security for financing the purchase of the Property and the completion of any renovations;

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; or

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.

14. 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.

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

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

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

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

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

(b) if to Company, 2975 Airline Circle, Waterloo, Iowa 50703.

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

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

20. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any

default by another party shall not affect or impair any rights arising from any subsequent default.

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

22. **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.

23. **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.

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

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

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

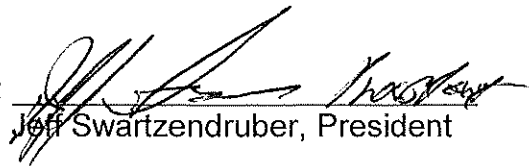
27. **Time of Essence.** Time is of the essence of this Agreement.

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

CITY OF WATERLOO, IOWA

BACK ALLEY PRINTERS, INC.

By: _____
Quentin M. Hart, Mayor

By:  _____
Jeff Swartzendruber, President

Attest: _____
Kelley Felchle, City Clerk

EXHIBIT "A"

Legal Description of Property

A tract of land located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section No. 10, Township No. 89 North, Range 13 West of the Fifth Principal Meridian, in Black Hawk County, Iowa, described as follows:

Beginning at a point on the East line of W.C.F.&N. Drive which is 453 feet South of the North line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and 65 feet East of the West line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence North 89 degrees 53 minutes 20 seconds East a distance of 200 feet; thence North 00 degrees 00 minutes East a distance of 40.12 feet; thence North 89 degrees 53 minutes 20 seconds East a distance of 746.8 feet; thence South 00 degrees 19 minutes 10 seconds West a distance of 909.88 feet to a point on the South line of said NW $\frac{1}{4}$ of the NE $\frac{1}{4}$; thence South 89 degrees 46 minutes 10 seconds West along said South line a distance of 343.31 feet; thence North 00 degrees 04 minutes 55 seconds East a distance of 581.18 feet along the East line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section No. 10; thence South 89 degrees 47 minutes 40 seconds West a distance of 598.9 feet along the North line of the South 250 feet of the N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section No. 10 to said East line of W.C.F.&N. Drive; thence North along said East line 290.01 feet to the point of beginning, except that part conveyed to the City of Waterloo in 552 LD 283, Black Hawk County, Iowa.

EXHIBIT "B"

MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of _____, by and among the CITY OF WATERLOO, IOWA ("City"), BACK ALLEY PRINTERS, INC. ("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 East Waterloo Unified Urban Renewal and Redevelopment Plan area, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property (the "Project"); and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property pursuant to the Development Agreement, which shall be effective upon Company's purchase of the Property 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.

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

1. Upon Company's purchase of the Property, the minimum actual taxable value which shall be fixed for assessment purposes for the Property shall not be less than \$2,134,730.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that Company's purchase of the Property shall be completed by March 31, 2024, and if not then upon request by the City 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, 2039. The Minimum Actual Value shall be maintained during such period regardless of: (a) diminution in value of the Property or the Minimum Improvements; or (b) 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 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, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Property 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.

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 determined by any tax official to be applicable to the Property, 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

(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.

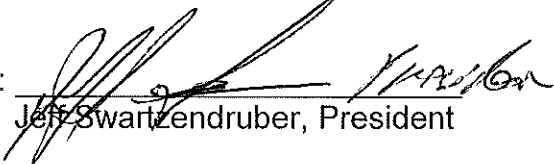
IN WITNESS WHEREOF, the parties have executed this Minimum Assessment Agreement by their duly authorized representatives as of the date first set forth above.

[signatures on next page]

CITY OF WATERLOO, IOWA

BACK ALLEY PRINTERS, INC.

By: _____
Quentin Hart, Mayor

By: 
Jeff Swartzendruber, President

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 BLACK HAWK)

Subscribed and sworn to before me on _____, by Jeff Swartzendruber as President of Back Alley Printers, Inc..

Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than Two Million One Hundred Thirty-Four Thousand Seven Hundred Thirty and 00/100 Dollars (\$2,134,730.00) 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



Debi V. Durham, Executive Director
Iowa Economic Development Authority

Business Financial Assistance Application

Business Finance - Business Development Division
Iowa Economic Development Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315
iowaeda.com
Email: businessfinance@iowaeda.com

Application Instructions

To Complete Electronic Form: Click on TEXT BOX to add text. Double click on YES/NO boxes and select "Checked".

1. All applicants must complete the Business Financial Assistance Application, and attach only those additional sections for the components to which the applicant is applying.

STATE of IOWA – Financial Assistance Program

High Quality Jobs Program (HQJ)

☒ Tax Credits

☐ Direct Financial Assistance

2. Before filling out this application form, please read all applicable sections of the Iowa Code and Iowa Administrative Code (rules). <https://www.legis.iowa.gov/law/administrativeRules>
3. Only typed or computer-generated applications will be accepted and reviewed. Any material changes to the format, questions or wording of questions presented in this application will render the application invalid, and it will not be accepted.
4. Complete the applicable sections of the application fully. If questions are left unanswered or required attachments not submitted, an explanation must be included.
5. Use clear and concise language. Attachments should only be used when requested or as supporting documentation.
6. Any inaccurate information of a significant nature may disqualify the application from consideration.
7. The following must be submitted to Business Finance at Iowa Economic Development Authority (IEDA) to initiate the review process:
 - One signed application form and all required attachments submitted electronically to the project manager.

Facsimile copies will not be accepted.

Applications must be submitted to IEDA Business Finance before 4:00 p.m. on the fourth Monday of the month.

Applications will be reviewed by the IEDA Board on the third Friday of the following month.

Public Records Policies

During the application process, the information submitted to IEDA is exempt from disclosure under the “industrial prospects” exemption found in Section 22.7(8). However, once an award is received, the industrial prospects exemption no longer applies and *all documents submitted and generated during the application and negotiation process become public records* under Iowa’s Open Records Law ([Iowa Code, Chapter 22](#)), unless:

- 1) The information belongs to one of the classes of records automatically treated as confidential; or
- 2) You have applied for and received written notice that the information will be treated as confidential.

Automatically Confidential Records

IEDA automatically treats the following records as confidential and will withhold them from public inspection even without a request for confidential treatment:

- Tax Records and Tax Liability Information
- *Quarterly Iowa Employer’s Contribution and Payroll Report* prepared for the Iowa Workforce Development Department
- Payroll Registers
- Business Financial Statements and Projections (unless those statements are already publicly available elsewhere, e.g., 10-K filings)
- Personal Financial Statements

Exemptions to the Open Records Law

To have additional information treated as confidential, you must fill out the confidential treatment request form. This form is available by request. Under the Open Records Law, IEDA may lawfully treat certain information as confidential if that information falls within an exemption to the Open Records Law. The following exemptions represent records which may lawfully be treated as confidential under the Open Records law and which are most often applicable to the information submitted to IEDA:

- Release of information would give an unfair advantage to competitors – Iowa Code Sec. 15.118
- Trade secrets – See Iowa Code section 22.7(3), see also Iowa Code Ch. 550
- Information on an industrial prospect with which the IEDA is currently negotiating – See Iowa Code section 22.7(8)
- Communications not required by law, rule or regulation made to IEDA by persons outside the government to the extent that IEDA could reasonably believe that those persons would be discouraged from making them to IEDA if they were made available for general public examination – Iowa Code section 22.7(18)

Non-Confidential Information

Information submitted to IEDA as part of the application process or that is contained in a contract for program benefits is generally considered material to the eligibility requirements of the program or to the amount of incentives or assistance to be provided. Such information is generally not given confidential treatment. Such information includes, but is not limited to, the number and type of jobs incented, the wage levels for the incented jobs, the company’s employee benefit information and the project budget.

Additional Information Available. Copies of [Iowa’s Open Record law](#) and IEDA’s [administrative rules](#) relating to public records are available from the IEDA upon request.

SECTION A

Applicant Information
5/19/2023

Date Application Submitted:

1. **Name of Business:** Dignity Apparel
2. **Entity Name(s) for contracting** (please include all that are involved in proposed project): Image Pointe / Dignity Apparel / JP Management
3. **Address:** 1224 LaPorte Rd
4. **City, State and Zip Code:** Waterloo, IA 50702
5. **Contact Person:** Kris Field **Title:** Manager, Business Intelligence
6. **Phone:** 800 408-2388 **Fax:** **Email:** kris@imagepointe.com
7. **FEIN:** 87-3746919
8. **Please indicate your tax period end date:** December
9. **NAICS Code for primary business operations:** 315220 / 315240
10. **US DOT Number:**
11. **Does the Business file a consolidated tax return under a different tax ID number?**
☒ Yes (If yes, please also provide the tax ID number) 42-1189011 ☐ No
 - a. **Is the contact person listed above authorized to obligate the Business?**
☒ Yes ☐ No If no, please provide the name and title of a company officer authorized to obligate the Business:
12. **If the application was prepared by someone other than the contact person listed above, please complete the following:**
Name of Business:
Address:
City, State and Zip Code:
Contact Person: Title:
Phone: Fax: Email:

Sponsor Information (A sponsor organization is a city or county)

13. **Sponsor Organization:** City of Waterloo
14. **Official Contact (e.g. Mayor, Chairperson, etc.):** Noel Anderson **Title:** Community Planning and Development Director
15. **Address:** 715 Mulberry St
16. **City, State & Zip Code:** Waterloo, IA 50703
17. **Phone:** 319 291-4366 **Fax:** 319 291-4262 **Email:** noel.anderson@waterloo-ia.org
18. **If IEDA needs to contact the sponsor organization with questions, should we contact the person listed above?**
☒ Yes ☐ No, please contact the following person:
Name: Title:
Address:
City, State and Zip Code:
Phone: Fax: Email:

If necessary, please list information on additional sponsors in an attachment.

SECTION B

Business Information

1. **Provide a brief description and history of the Business. Include information about the Business' products or services and its markets and/or customers.**

Image Pointe is an S-Corporation established in 1977 and founded by Jeff & Pat Swartzendruber, who are currently 50% owners along with Josh & Beth Ruyle as 50% owners. Image Pointe provides branded merchandise to 3,500+ customers across the US, offering in-house graphic design, screen printing and embroidery services as well as 3rd party distribution of branded promotional items. Image Pointe's customers value American-made products produced and decorated by a high-quality, unionized workforce.

Dignity Apparel is a Limited Liability Company established in January 2022 as a child company 100% owned by Image Pointe. Dignity Apparel is a union garment factory that manufactures garments for Image Pointe using domestically sourced fabric and trims.

JP Management is 100% owned by Jeff & Pat Swartzendruber and is the holding company for all Image Pointe property. There is no income associated with this company.

2. **Business Structure:**

☐ Cooperative ☐ Corporation ☒ Limited Liability Company
☐ Partnership ☐ S-Corporation ☐ Sole Proprietorship

3. State of Incorporation: Iowa

4. Identify the Business' owners and percent ownership: see Item 1 above in Business Information

5. Does a woman, minority, or person with a disability own the Business? ☒ Yes ☐ No

6. List the Business' Iowa locations and the most current number of employees at each location. 33

7. What is the Business' worldwide employment? (Please include employees of parent company, subsidiaries and other affiliated entities in this figure.) 108

Project Information

8. **Project Street Address:** 2975 Airline Circle

Project City and Zip Code: Waterloo, IA 50703 **Project County:** Black Hawk

9. **Type of Business Project:**

☐ Startup ☐ Expansion of Iowa Company ☒ New Location in Iowa

10. Does the project site qualify as a "Brownfield" or "Grayfield" site? ☐ Yes ☒ No

If yes, please explain and document as Attachment A6.

11. Does the project provide a licensed child care facility for use by the business's employees? ☐ Yes ☒ No

If yes, please explain. We are researching this, but we don't have it in place yet. We aim to offer child care to our staff members given child care is a major hindrance for current/new staff members.

12. **Describe the proposed project for which assistance is being sought. (Include project timeline with dates, facility size, infrastructure improvements, proposed products/services, any new markets, etc.)**

JP management is planning to purchase a building located at 2975 Airline Circle, Waterloo, Iowa 50703 to allow for growth of Dignity Apparel. Dignity Apparel's mission is to create dignified, life changing jobs where employees can realize their full potential in a safe environment with fair wages and benefits. DA aims to recruit primarily from the unemployed/underemployed communities who are excluded from the workforce, and achieved the goal of creating 25 new jobs in 2022. 19 of our 29 employees (as of Q1 2023) were previously unemployed. The majority of DA's workforce to-date are part of the Burmese refugee population in the Cedar Valley, and we have

established relationships with non-profits, churches, and our local government to allow for broader recruitment from other communities who are excluded from the workforce, including formerly incarcerated men and women. This expansion will allow us to not only add several High Quality jobs to Waterloo, Iowa but will also allow us to create 40 – 55+ new positions that do not require previous experience, skills, or language abilities. Our mission is to create a workplace culture and set of employment opportunities that allow our team members to establish themselves and their families for a better future.

The City of Waterloo is interested in helping us obtain the site and would provide Tax Increment Financing funds for the purchase of "excess land" at the site in an amount estimation of \$120,000 - \$150,000. The City would also be looking to make some drainage improvements in general area. The City expects to provide 50% rebates for at least 5 years on the added value of the property.

13.

Project Timeline <i>(add additional rows as needed)</i>	Beginning Activity Date	Activity Completion Date
Building Purchase	9/5/2023	
Renovations	1/1/2024	5/31/2024
Move-in	6/1/2024	

14. **Has any part of the project started*?** ☐ Yes ☒ No
If yes, please explain.

** For IEDA's purposes, starting the project includes: the start of construction or rehabilitation, the purchase of a building, execution of a lease, or installation of equipment to be used in the project.*

15. **Identify the Business' competitors.** If any of these competitors have Iowa locations, please explain the nature of the competition (e.g. competitive business segment, estimated market share, etc.) and explain what impact the proposed project may have on the Iowa competitor. All significant competitors for Image Pointe and Dignity Apparel are located outside of the state of Iowa.

16. **Will any of the current Iowa employees lose their jobs if this project does not proceed?**
☒ Yes ☐ No
If yes, please explain why and identify those jobs as "retained jobs" in the Project Jobs Section E.

17. **Is the Business actively considering locations outside of Iowa?** ☒ Yes ☐ No
If yes, where and what assistance is being offered? Chicago, Illinois was also considered as a location for the business. The CEO lives in Chicago and the Production Manager has relocated to Waterloo, Iowa from Chicago.

18. **Please identify the company project management for the project location and experience.**

19. The Company has assembled an experienced management team:

CEO – Josh Ruyle, 15+ years experience working in leadership positions in organizations focused on business development and growth and working with international staff members, 7+ years leading Image Pointe.

Director of Operations - Traci Dolan, 15+ years experience working in leadership positions in Image Pointe operations.

Production Manager - Miguel Garcia, 30 years experience overseeing shirt production for a Chicago apparel manufacturer.

SECTION G

Attachments

Please attach the following documents:

A1 Project Plan

Please provide an executive summary for your project. This information should include, at a minimum, expanded information about the company's products and services and any other project related information not already been described in the application for financial assistance.

Please note, a traditional business plan, including an executive summary, market analysis, organization and management structure, marketing and sales management, service and product line narrative, financial projections, feasibility study and patent status, as well as any other relevant information, may be requested by the Iowa Economic Development Authority to evaluate the feasibility of this project.

A2 Payroll Information (Confidential)

- Copies of the Business' **Quarterly Iowa Employer's Contribution and Payroll Report** for the past year. This report should include the monthly employment totals.
- **A copy of the most recent payroll report for one pay period.** The copy of the most recent payroll report for one pay period must be in Excel format and include the following information:
 - Company name, date of payroll and source of payroll information
 - Employee name and/or employee identification number
 - Current hourly wage - do not include bonuses, overtime or other benefit values
 - Indicate if the employee is full time (40 hours per week, 52 weeks per year) or part time.
 - A sample Excel spreadsheet can be provided by IEDA staff

A3 Affidavit stating the Business has not, within the last five years, violated state or federal statutes, rules and regulations, including environmental, worker safety regulations and antitrust laws, or, if such violations have occurred, that there were mitigating circumstances or such violations did not seriously affect public health or safety or the environment. A sample affidavit can be provided by IEDA staff.

A4 Financial Information (Confidential, unless already publicly available) (Existing Businesses Only)

- Profit and loss statements and balance sheets for past three year-ends;
- Current YTD profit and loss statement and balance sheet;
- Schedule of aged accounts receivable;
- Schedule of aged accounts payable; and
- Schedule of other debts.

A5 Collateral documentation (If requesting direct financial assistance only)

A6 Brownfield or Grayfield site documentation (if applicable)

SECTION H

Certification and Release of Information

1. Are there any judgments or court actions completed or pending against the applicant entity, or any current or prospective officer, principal, director or owner? ☐ Yes ☒ No
2. Has any current or prospective officer, principal, director or owner been accused or convicted of any wrongdoing or crime, other than a simple misdemeanor? ☐ Yes ☒ No
3. Have there been any current or past bankruptcies on the part of the applicant entity (or predecessor entities), or on the part of any current (or prospective) officer, principal, owner or in any business dealings of current (or prospective) officers, principals or owners of the applicant entity? ☐ Yes ☒ No
4. In the last five years have there been, or are there currently any investigations of potential violations of public health, safety (including workplace safety) or environmental laws by the applicant entity, or any current or prospective officer, principal, director or owner? ☐ Yes ☒ No
5. In the last five years have there been, or are there currently any violations of antitrust laws by the applicant entity, or any current or prospective officer, principal, director or owner? ☐ Yes ☒ No
6. *If yes to any of the above, please provide additional explanation:*

I hereby give permission to the Iowa Economic Development Authority (IEDA) to research the Business' history, make credit checks, contact the Business' financial institutions, insurance carriers and perform other related activities necessary for reasonable evaluation of this application. I also hereby authorize the Iowa Department of Revenue to provide to IEDA state tax information pertinent to the Business' state income tax, sales and use tax, and state tax credits claimed.

I understand that all information submitted to IEDA related to this application is subject to Iowa's Open Record Law (Iowa Code, Chapter 22), unless specifically marked as confidential section.

I understand the IEDA reserves the right to negotiate the financial assistance.

I understand this application is subject to final approval by IEDA and the Project may not be initiated until final approval is secured. Furthermore, I am aware that funds will not be disbursed until a contract has been executed and the appropriate terms met.

I understand that upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, a recipient shall pay IEDA a one-time compliance cost fee in the amount of \$500. In addition, if tax benefits are greater than \$100,000, the Recipient shall remit to IEDA a compliance cost fee 0.5% of the value of the Tax Incentives claimed pursuant to the contract. The fee will be due and payable upon filing the Recipient's annual tax return for each tax year in which tax credits are claimed under the contract.

I hereby certify that all representations, warranties or statements made or furnished to IEDA in connection with this application are true and correct in all material respect. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

For the Business:

For the Sponsor(s):

_____ Signature _____ Date 5/22/2023 _____ Kris Field, Manager Business Intelligence Name and Title (typed or printed)	5.22.23 _____ Signature _____ Date <i>Noel Anderson, Community Planning & Development Director</i> _____ Name and Title (typed or printed)
--	--

IEDA will not provide assistance in situations where it is determined that any representation, warranty or statement made in connection with this application is incorrect, false, misleading or erroneous in any material respect. If assistance has already been provided prior to discovery of the incorrect, false, or misleading representation, IEDA may initiate legal action to recover incentives and assistance awarded to the Business.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

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

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

Resolution authorizing sponsorship of the High Quality Jobs Application with the Iowa Economic Development Authority, for Back Alley Printers, also known as Dignity Apparel, LLC, for the addition of up to fifty-five jobs associated with their new business located at 2975 Airline Circle, and authorizing the Community Planning and Development Director to execute said application.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Back Alley Printers also known as dignity Apparel, has applied for the High Quality Jobs Tax Credit with the Iowa Economic Development Authority. This application is associated with the creation of up to fifty-five new jobs at their printing business located at 2975 Airline Circle.

NEIGHBORHOOD IMPACT

This project will have a positive impact on the neighborhood with the creation of new jobs and the utilization of a building that was recently vacated by the former owner.

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Signed IEDA form



Debi V. Durham, Executive Director
Iowa Economic Development Authority

Business Financial Assistance Application

Business Finance - Business Development Division
Iowa Economic Development Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315
iowaeda.com
Email: businessfinance@iowaeda.com

Application Instructions

To Complete Electronic Form: Click on TEXT BOX to add text. Double click on YES/NO boxes and select "Checked".

1. All applicants must complete the Business Financial Assistance Application, and attach only those additional sections for the components to which the applicant is applying.

STATE of IOWA – Financial Assistance Program

High Quality Jobs Program (HQJ)

☒ Tax Credits

☐ Direct Financial Assistance

2. Before filling out this application form, please read all applicable sections of the Iowa Code and Iowa Administrative Code (rules). <https://www.legis.iowa.gov/law/administrativeRules>
3. Only typed or computer-generated applications will be accepted and reviewed. Any material changes to the format, questions or wording of questions presented in this application will render the application invalid, and it will not be accepted.
4. Complete the applicable sections of the application fully. If questions are left unanswered or required attachments not submitted, an explanation must be included.
5. Use clear and concise language. Attachments should only be used when requested or as supporting documentation.
6. Any inaccurate information of a significant nature may disqualify the application from consideration.
7. The following must be submitted to Business Finance at Iowa Economic Development Authority (IEDA) to initiate the review process:
 - One signed application form and all required attachments submitted electronically to the project manager.

Facsimile copies will not be accepted.

Applications must be submitted to IEDA Business Finance before 4:00 p.m. on the fourth Monday of the month.

Applications will be reviewed by the IEDA Board on the third Friday of the following month.

Public Records Policies

During the application process, the information submitted to IEDA is exempt from disclosure under the “industrial prospects” exemption found in Section 22.7(8). However, once an award is received, the industrial prospects exemption no longer applies and *all documents submitted and generated during the application and negotiation process become public records* under Iowa’s Open Records Law ([Iowa Code, Chapter 22](#)), unless:

- 1) The information belongs to one of the classes of records automatically treated as confidential; or
- 2) You have applied for and received written notice that the information will be treated as confidential.

Automatically Confidential Records

IEDA automatically treats the following records as confidential and will withhold them from public inspection even without a request for confidential treatment:

- Tax Records and Tax Liability Information
- *Quarterly Iowa Employer’s Contribution and Payroll Report* prepared for the Iowa Workforce Development Department
- Payroll Registers
- Business Financial Statements and Projections (unless those statements are already publicly available elsewhere, e.g., 10-K filings)
- Personal Financial Statements

Exemptions to the Open Records Law

To have additional information treated as confidential, you must fill out the confidential treatment request form. This form is available by request. Under the Open Records Law, IEDA may lawfully treat certain information as confidential if that information falls within an exemption to the Open Records Law. The following exemptions represent records which may lawfully be treated as confidential under the Open Records law and which are most often applicable to the information submitted to IEDA:

- Release of information would give an unfair advantage to competitors – Iowa Code Sec. 15.118
- Trade secrets – See Iowa Code section 22.7(3), see also Iowa Code Ch. 550
- Information on an industrial prospect with which the IEDA is currently negotiating – See Iowa Code section 22.7(8)
- Communications not required by law, rule or regulation made to IEDA by persons outside the government to the extent that IEDA could reasonably believe that those persons would be discouraged from making them to IEDA if they were made available for general public examination – Iowa Code section 22.7(18)

Non-Confidential Information

Information submitted to IEDA as part of the application process or that is contained in a contract for program benefits is generally considered material to the eligibility requirements of the program or to the amount of incentives or assistance to be provided. Such information is generally not given confidential treatment. Such information includes, but is not limited to, the number and type of jobs incented, the wage levels for the incented jobs, the company’s employee benefit information and the project budget.

Additional Information Available. Copies of [Iowa’s Open Record law](#) and IEDA’s [administrative rules](#) relating to public records are available from the IEDA upon request.

SECTION A

Applicant Information
5/19/2023

Date Application Submitted:

1. **Name of Business:** Dignity Apparel
2. **Entity Name(s) for contracting** (please include all that are involved in proposed project): Image Pointe / Dignity Apparel / JP Management
3. **Address:** 1224 LaPorte Rd
4. **City, State and Zip Code:** Waterloo, IA 50702
5. **Contact Person:** Kris Field **Title:** Manager, Business Intelligence
6. **Phone:** 800 408-2388 **Fax:** **Email:** kris@imagepointe.com
7. **FEIN:** 87-3746919
8. **Please indicate your tax period end date:** December
9. **NAICS Code for primary business operations:** 315220 / 315240
10. **US DOT Number:**
11. **Does the Business file a consolidated tax return under a different tax ID number?**
☒ Yes (If yes, please also provide the tax ID number) 42-1189011 ☐ No
- a. **Is the contact person listed above authorized to obligate the Business?**
☒ Yes ☐ No If no, please provide the name and title of a company officer authorized to obligate the Business:
12. **If the application was prepared by someone other than the contact person listed above, please complete the following:**
Name of Business:
Address:
City, State and Zip Code:
Contact Person: **Title:**
Phone: **Fax:** **Email:**

Sponsor Information (A sponsor organization is a city or county)

13. **Sponsor Organization:** City of Waterloo
14. **Official Contact (e.g. Mayor, Chairperson, etc.):** Noel Anderson **Title:** Community Planning and Development Director
15. **Address:** 715 Mulberry St
16. **City, State & Zip Code:** Waterloo, IA 50703
17. **Phone:** 319 291-4366 **Fax:** 319 291-4262 **Email:** noel.anderson@waterloo-ia.org
18. **If IEDA needs to contact the sponsor organization with questions, should we contact the person listed above?**
☒ Yes ☐ No, please contact the following person:
Name: **Title:**
Address:
City, State and Zip Code:
Phone: **Fax:** **Email:**

If necessary, please list information on additional sponsors in an attachment.

SECTION B

Business Information

1. **Provide a brief description and history of the Business. Include information about the Business' products or services and its markets and/or customers.**

Image Pointe is an S-Corporation established in 1977 and founded by Jeff & Pat Swartzendruber, who are currently 50% owners along with Josh & Beth Ruyle as 50% owners. Image Pointe provides branded merchandise to 3,500+ customers across the US, offering in-house graphic design, screen printing and embroidery services as well as 3rd party distribution of branded promotional items. Image Pointe's customers value American-made products produced and decorated by a high-quality, unionized workforce.

Dignity Apparel is a Limited Liability Company established in January 2022 as a child company 100% owned by Image Pointe. Dignity Apparel is a union garment factory that manufactures garments for Image Pointe using domestically sourced fabric and trims.

JP Management is 100% owned by Jeff & Pat Swartzendruber and is the holding company for all Image Pointe property. There is no income associated with this company.

2. **Business Structure:**

☐ Cooperative ☐ Corporation ☒ Limited Liability Company
☐ Partnership ☐ S-Corporation ☐ Sole Proprietorship

3. State of Incorporation: Iowa
4. Identify the Business' owners and percent ownership: see Item 1 above in Business Information
5. Does a woman, minority, or person with a disability own the Business? ☒ Yes ☐ No
6. List the Business' Iowa locations and the most current number of employees at each location. 33
7. What is the Business' worldwide employment? (Please include employees of parent company, subsidiaries and other affiliated entities in this figure.) 108

Project Information

8. **Project Street Address:** 2975 Airline Circle
Project City and Zip Code: [Waterloo, IA 50703](#) **Project County:** [Black Hawk](#)
9. **Type of Business Project:**
☐ Startup ☐ Expansion of Iowa Company ☒ New Location in Iowa
10. **Does the project site qualify as a "Brownfield" or "Grayfield" site?** ☐ Yes ☒ No
If yes, please explain and document as Attachment A6.
11. **Does the project provide a licensed child care facility for use by the business's employees?** ☐ Yes ☒ No
If yes, please explain. We are researching this, but we don't have it in place yet. We aim to offer child care to our staff members given child care is a major hindrance for current/new staff members.
12. **Describe the proposed project for which assistance is being sought. (Include project timeline with dates, facility size, infrastructure improvements, proposed products/services, any new markets, etc.)**

JP management is planning to purchase a building located at 2975 Airline Circle, Waterloo, Iowa 50703 to allow for growth of Dignity Apparel. Dignity Apparel's mission is to create dignified, life changing jobs where employees can realize their full potential in a safe environment with fair wages and benefits. DA aims to recruit primarily from the unemployed/underemployed communities who are excluded from the workforce, and achieved the goal of creating 25 new jobs in 2022. 19 of our 29 employees (as of Q1 2023) were previously unemployed. The majority of DA's workforce to-date are part of the Burmese refugee population in the Cedar Valley, and we have

established relationships with non-profits, churches, and our local government to allow for broader recruitment from other communities who are excluded from the workforce, including formerly incarcerated men and women. This expansion will allow us to not only add several High Quality jobs to Waterloo, Iowa but will also allow us to create 40 – 55+ new positions that do not require previous experience, skills, or language abilities. Our mission is to create a workplace culture and set of employment opportunities that allow our team members to establish themselves and their families for a better future.

The City of Waterloo is interested in helping us obtain the site and would provide Tax Increment Financing funds for the purchase of "excess land" at the site in an amount estimation of \$120,000 - \$150,000. The City would also be looking to make some drainage improvements in general area. The City expects to provide 50% rebates for at least 5 years on the added value of the property.

13.

Project Timeline <i>(add additional rows as needed)</i>	Beginning Activity Date	Activity Completion Date
Building Purchase	9/5/2023	
Renovations	1/1/2024	5/31/2024
Move-in	6/1/2024	

14. **Has any part of the project started*?** ☐ Yes ☒ No
If yes, please explain.

** For IEDA's purposes, starting the project includes: the start of construction or rehabilitation, the purchase of a building, execution of a lease, or installation of equipment to be used in the project.*

15. **Identify the Business' competitors.** If any of these competitors have Iowa locations, please explain the nature of the competition (e.g. competitive business segment, estimated market share, etc.) and explain what impact the proposed project may have on the Iowa competitor. All significant competitors for Image Pointe and Dignity Apparel are located outside of the state of Iowa.

16. **Will any of the current Iowa employees lose their jobs if this project does not proceed?**
☒ Yes ☐ No
If yes, please explain why and identify those jobs as "retained jobs" in the Project Jobs Section E.

17. **Is the Business actively considering locations outside of Iowa?** ☒ Yes ☐ No
If yes, where and what assistance is being offered? Chicago, Illinois was also considered as a location for the business. The CEO lives in Chicago and the Production Manager has relocated to Waterloo, Iowa from Chicago.

18. **Please identify the company project management for the project location and experience.**

19. The Company has assembled an experienced management team:

CEO – Josh Ruyle, 15+ years experience working in leadership positions in organizations focused on business development and growth and working with international staff members, 7+ years leading Image Pointe.

Director of Operations - Traci Dolan, 15+ years experience working in leadership positions in Image Pointe operations.

Production Manager - Miguel Garcia, 30 years experience overseeing shirt production for a Chicago apparel manufacturer.

SECTION G

Attachments

Please attach the following documents:

A1 Project Plan

Please provide an executive summary for your project. This information should include, at a minimum, expanded information about the company's products and services and any other project related information not already been described in the application for financial assistance.

Please note, a traditional business plan, including an executive summary, market analysis, organization and management structure, marketing and sales management, service and product line narrative, financial projections, feasibility study and patent status, as well as any other relevant information, may be requested by the Iowa Economic Development Authority to evaluate the feasibility of this project.

A2 Payroll Information (Confidential)

- Copies of the Business' **Quarterly Iowa Employer's Contribution and Payroll Report** for the past year. This report should include the monthly employment totals.
- **A copy of the most recent payroll report for one pay period.** The copy of the most recent payroll report for one pay period must be in Excel format and include the following information:
 - Company name, date of payroll and source of payroll information
 - Employee name and/or employee identification number
 - Current hourly wage - do not include bonuses, overtime or other benefit values
 - Indicate if the employee is full time (40 hours per week, 52 weeks per year) or part time.
 - A sample Excel spreadsheet can be provided by IEDA staff

A3 Affidavit stating the Business has not, within the last five years, violated state or federal statutes, rules and regulations, including environmental, worker safety regulations and antitrust laws, or, if such violations have occurred, that there were mitigating circumstances or such violations did not seriously affect public health or safety or the environment. A sample affidavit can be provided by IEDA staff.

A4 Financial Information (Confidential, unless already publicly available) (Existing Businesses Only)

- Profit and loss statements and balance sheets for past three year-ends;
- Current YTD profit and loss statement and balance sheet;
- Schedule of aged accounts receivable;
- Schedule of aged accounts payable; and
- Schedule of other debts.

A5 Collateral documentation (If requesting direct financial assistance only)

A6 Brownfield or Grayfield site documentation (if applicable)

SECTION H

Certification and Release of Information

1. Are there any judgments or court actions completed or pending against the applicant entity, or any current or prospective officer, principal, director or owner? ☐ Yes ☒ No
2. Has any current or prospective officer, principal, director or owner been accused or convicted of any wrongdoing or crime, other than a simple misdemeanor? ☐ Yes ☒ No
3. Have there been any current or past bankruptcies on the part of the applicant entity (or predecessor entities), or on the part of any current (or prospective) officer, principal, owner or in any business dealings of current (or prospective) officers, principals or owners of the applicant entity? ☐ Yes ☒ No
4. In the last five years have there been, or are there currently any investigations of potential violations of public health, safety (including workplace safety) or environmental laws by the applicant entity, or any current or prospective officer, principal, director or owner? ☐ Yes ☒ No
5. In the last five years have there been, or are there currently any violations of antitrust laws by the applicant entity, or any current or prospective officer, principal, director or owner? ☐ Yes ☒ No
6. *If yes to any of the above, please provide additional explanation:*

I hereby give permission to the Iowa Economic Development Authority (IEDA) to research the Business' history, make credit checks, contact the Business' financial institutions, insurance carriers and perform other related activities necessary for reasonable evaluation of this application. I also hereby authorize the Iowa Department of Revenue to provide to IEDA state tax information pertinent to the Business' state income tax, sales and use tax, and state tax credits claimed.

I understand that all information submitted to IEDA related to this application is subject to Iowa's Open Record Law (Iowa Code, Chapter 22), unless specifically marked as confidential section.

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I understand that upon execution of the contract and prior to the issuance of a tax credit number or the disbursement of Award Funds, a recipient shall pay IEDA a one-time compliance cost fee in the amount of \$500. In addition, if tax benefits are greater than \$100,000, the Recipient shall remit to IEDA a compliance cost fee 0.5% of the value of the Tax Incentives claimed pursuant to the contract. The fee will be due and payable upon filing the Recipient's annual tax return for each tax year in which tax credits are claimed under the contract.

I hereby certify that all representations, warranties or statements made or furnished to IEDA in connection with this application are true and correct in all material respect. I understand that it is a criminal violation under Iowa law to engage in deception and knowingly make, or cause to be made, directly or indirectly, a false statement in writing for the purpose of procuring economic development assistance from a state agency or subdivision.

For the Business:

For the Sponsor(s):

_____ Signature _____ Date 5/22/2023	_____ Signature _____ Date 5.22.23
Kris Field, Manager Business Intelligence Name and Title (typed or printed)	NOEL ANDERSON, COMMUNITY PLANNING & DEVELOPMENT DIRECTOR Name and Title (typed or printed)

IEDA will not provide assistance in situations where it is determined that any representation, warranty or statement made in connection with this application is incorrect, false, misleading or erroneous in any material respect. If assistance has already been provided prior to discovery of the incorrect, false, or misleading representation, IEDA may initiate legal action to recover incentives and assistance awarded to the Business.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Greg Ahlhelm, Building Official
Building Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

An ordinance amending the City of Waterloo Code of Ordinances by amending Title 9, Building Regulations, Chapter 4, Plumbing Regulations, Article A, Plumbing Code, Section 9-4A-2, Amendments, by adding subsection 715.1.2.

RECOMMENDED COUNCIL ACTION

Approval

SUMMARY STATEMENT AND BACKGROUND INFORMATION

Section 715 is amended by adding the following subsection:

715.1.2 For new building or structure, the building sewer beginning two (2) feet from the structure, shall be SCH 40 PVC, PVC SDR 23.5, or cast iron soil pipe to the sewer main.

NEIGHBORHOOD IMPACT

DATA, ANALYSIS, AND STRATEGIES

IMPLEMENTATION, ACCOUNTABILITY, AND COMMUNICATION

COMMUNITY ENGAGEMENT METHODS

SOURCE OF EXPENDITURES

ALTERNATIVE ACTION

LEGAL DESCRIPTION

ATTACHMENTS

1. Article A. Plumbing Code Amendment

ARTICLE A. PLUMBING CODE

9-4A-2: AMENDMENTS:

Section 715 is amended by adding the following subsection:

715.1 .1 The building sewer, beginning two (2) feet from any building or structure, shall be schedule 40 PVC, PVC SDR 23.5, cast iron soil pipe, vitrified clay tile, truss pipe or concrete pipe.

715.1.2 For new building or structure, the building sewer beginning two (2) feet from the structure, shall be SCH 40 PVC, PVC SDR 23.5, or cast iron soil pipe to the sewer main.



COMMUNICATION TO THE WATERLOO CITY COUNCIL

NAME AND DEPARTMENT

Randy Bennett, Public Works Division Manager
Public Works Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

An ordinance amending the City of Waterloo Code of Ordinances by amending Title 5, Police Regulations, Chapter 1, Animal Control, Article B, Dangerous Animals and Regulated Dogs, Section 5-1B-9, Dog Attacks.

RECOMMENDED COUNCIL ACTION

Requesting approval to update ordinance language.

SUMMARY STATEMENT AND BACKGROUND INFORMATION

5-1B-9: DOG ATTACKS:

In the event of an attack on a person or a domestic animal by a dog at-large that was previously determined to be a vicious dog or that is determined to be a vicious dog as a result of such attack, the dog shall be ~~apprehended~~ seized by animal control. The dog will be tested for rabies and may be destroyed by the city without further action or possibility of appeal. The owner or caretaker will be charged all fees and charges incurred as set forth in subsection [5-1-1E](#) of this chapter and all costs incident to destruction of the dog. (Ord. 5204, 3-10-2014; amd. Ord. 5684, 1-17-2023).

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

Kelley Felchle, City Clerk
City Clerk Department

MEETING DATE

February 5, 2024

AGENDA ITEM TITLE

An ordinance amending the City of Waterloo Code of Ordinances by amending Title 1, Administration, Chapter 4, Mayor and City Council, Section 11, Method of Keeping Minutes.

RECOMMENDED COUNCIL ACTION

Approve

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. Amendment to Method of Keeping Minutes - DRAFT 12-20-2023
2. Iowa Code - 21.3 (1)

1-4-11: METHOD OF KEEPING MINUTES:

A. ~~Minutes of all city council meetings shall be maintained by the city clerk as a permanent record.~~ The city clerk shall record the minutes of all city council meetings in accordance with Iowa Code Section 21.3(2). A record shall be made of the names of the member of the public recognized by the chair to speak. ~~and addresses of persons addressing council and a summary of their remarks. A record shall be made of each member moving and seconding a motion, resolution, ordinance, or amendment.~~ Open session Minutes shall be available for viewing ~~by any member of the public~~ during normal city hall business hours as soon as the minutes of the meeting are complete. Minutes shall be made available no later than the close of business on the Friday prior to the next regular council meeting.

B. Council members shall notify the city clerk prior to the start of the meeting if a correction to the previous meeting's minutes is suggested to allow the city clerk time to verify that such a correction is required. (Ord. 5662, 9-19-2022)

21.3 Meetings of governmental bodies.

1. Meetings of governmental bodies shall be preceded by public notice as provided in [section 21.4](#) and shall be held in open session unless closed sessions are expressly permitted by law. Except as provided in [section 21.5](#), all actions and discussions at meetings of governmental bodies, whether formal or informal, shall be conducted and executed in open session.

2. Each governmental body shall keep minutes of all its meetings showing the date, time and place, the members present, and the action taken at each meeting. The minutes shall show the results of each vote taken and information sufficient to indicate the vote of each member present. The vote of each member present shall be made public at the open session. The minutes shall be public records open to public inspection.

[C71, 73, 75, 77, §28A.1, 28A.5; C79, 81, §28A.3]

C85, §21.3

[93 Acts, ch 25, §2](#); [2020 Acts, ch 1062, §94](#)

Referred to in [§372.13](#)