

**THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA,  
REGULAR SESSION TO BE HELD AT  
THE HAROLD E. GETTY COUNCIL CHAMBERS  
Monday, February 9, 2015  
5:30 PM**

**CITY OF WATERLOO  
GOALS**

- 1. Support economic development efforts that attract, retain and create quality jobs resulting in a diverse economic base and increased population.*
- 2. Continue to support implementation of the Downtown Master Plan.*
- 3. Facilitate and promote the development of housing options to meet the needs of current and future Waterloo citizens.*
- 4. Develop a customer-centered service delivery approach.*
- 5. Seek additional opportunities to share services and resources with other government entities.*
- 6. Collaborate with statewide elected officials to reduce the burden on local property taxes.*
- 7. Address the changing public workforce needs in Waterloo.*
- 8. Enhance and protect a diverse, family-oriented community where neighborhoods are safe and well maintained.*
- 9. Enhance the quality of place opportunities for the citizens of our community.*

**General Rules for Public Participation**

- 1. At the chair/presider's discretion, you may address an item on the current agenda by stepping to the podium, and after recognition by the chair/presider, state your name, address and group affiliation (if appropriate) and speak clearly into the microphone.**
- 2. You may speak one (1) time per item for a maximum of five (5) minutes as long as you have registered with the City Clerk's office no later than 4:00 p.m. on the day of the Council Meeting. If not registered with the City Clerk's office you may speak one (1) time per item for a maximum of three (3) minutes.**
- 3. If there is a hearing scheduled as part of an agenda item, the chair/presider will allow everyone who wishes to address the council, using the same participation guidelines found in these "general rules".**
- 4. Although not required by city code of ordinances, oral presentations may be allowed at the chair/presider's (usually the Mayor or Mayor Pro Tem) discretion. The "oral presentations" section of the agenda is your opportunity to address items not on the agenda. You may speak one (1) time per item for a maximum of five (5) minutes as long as you have registered with the City Clerk's office no later than 4:00 p.m. on the day of the Council Meeting. If not registered with the City Clerk's office a speaker may speak to one (1) issue per meeting for a maximum of three (3) minutes. Official action cannot be taken by the Council at that time, but may be placed on a future agenda or referred to the appropriate department.**
- 5. Keep comments germane and refrain from personal, impertinent or slanderous remarks.**
- 6. Questions concerning these rules or any agenda item may be directed to the Clerk's Office at 291-4323.**
- 7. Citizens are encouraged to register with the Clerk's Office by 4:00 p.m. on Monday of the day of the City Council meeting to appear before the City Council (may also register by phone). Registered speakers will be given first priority.**

Roll Call.

Moment of Silence.

Pledge of Allegiance

Abraham Funchess, Human Rights Director

***Agenda, as proposed or amended.***

**Minutes of February 2, 2015, Regular Session, as proposed.**

**Recognition of Darryl Hartema as the February 2015 Team Member of the Month.**

**1. Consent Agenda:**

*(The following items will be acted upon by voice vote on a single motion without separate discussion, unless someone from the council or public requests that a specific item be considered separately.)*

**A. Resolution to approve the following:**

1. Bills Payment, Finance Committee Invoice Summary Report, a copy of which is on file in the office of the City Clerk.
2. Request from Cunningham Schools for a 5K Run/Walk to be held on May 2, 2015 from 9:00 - 10:00 a.m..  
Submitted By: Joe Leibold, Captain of Police Services
3. Resolution preliminarily approving plans, specifications, form of contract, etc. and setting date of bid opening as February 26, 2015 and date of public hearing as March 2, 2015 for the F.Y. 2015 Asphalt Overlay Program, Contract No. 874; and instruct City Clerk to publish notice of plans, specifications, form of contract, etc.  
Submitted By: Jamie Knutson, PE, Associate Engineer
4. Resolution preliminarily approving specifications, bid documents, etc., and setting date of bid opening as March 5, 2015 and date of public hearing as March 9, 2015 for the FY2015 Upper Gates Shelter Project, and instruct City Clerk to publish notice of specifications, bid document, etc.  
Submitted By: Travis Nichols, Facilities/Project Manager
5. Resolution setting date of hearing as February 23, 2015 to approve request of Green Acres Storage, LLC to rezone 2.26 acres from "R-4, R-P" Planned Multiple Family Residence District to "B-P" Business Park District for the purpose of constructing a new 102,090 SF indoor storage facility, generally located east of 4015 Hurst Drive; and instruct City Clerk to publish notice.  
Submitted By: Noel Anderson, Community Planning & Development Director
6. Resolution approving the request of Heartland Homes of Cedar Valley, LLC for tax exemptions on the construction of four (4) new 12-plex apartment buildings valued at \$4,000,000 for the property located at 4002, 4004, 4006 and 4008 University Avenue and located within the Consolidated Urban Revitalization Area (CURA).  
Submitted By: Noel Anderson, Community Planning & Development Director
7. Resolution setting date of public hearing as February 23, 2015 to approve a parking agreement with Agape Rehabilitation Agency, P.C., to lease 19 City owned parking spaces located adjacent to 403-405 Jefferson Street.  
Submitted By: Aric Schroeder, City Planner

**B. Motion to approve the following:**

1. **TRAVEL REQUESTS**

a. **Bryan Foster**

Class/Meeting: Shade Tree Short Course and INLA Tradeshow

Destination: Ames, IA

Dates: 2/24/15 - 2/26/15 Amount not to exceed: \$260.00

b. **Eric Thorson, City Engineer**

Class/Meeting: 2015 American Public Works Association/ISOSWO Spring Conference

Destination: West Des Moines, IA

Dates: 3/25/15 - 3/27/15 Amount not to exceed: \$485.00

c. **Wayne Castle, Associate Engineer**

Class/Meeting: 78th Annual SLSI Land Surveyors Conference

Destination: Ames, IA

Dates: 3/5/15 - 3/6/15 Amount not to exceed: \$355.63

2. **LIQUOR LICENSES**

a. **Trucker Bar, 1915 Bourland Avenue**

Class: C Liquor

Renewal Application Includes Sunday

Expiration Date: 12/12/15

b. **Spicoli's, 3555 University Avenue**

Class: C Liquor, Outdoor Service

Renewal Application Includes Sunday

Expiration Date: 12/11/15

3. **APPOINTMENTS**

a. **Ronald W. Nielsen**

Board/Commission: Memorial Hall Commission

Expiration Date: 3/31/2018

New Appointment

b. **Scott McDonald**

Board/Commission: Memorial Hall Commission

Expiration Date: 3/31/2018

New Appointment

4. Motion to approve Application for Fireworks Display for Charles Majeske for Hairball Concert at McElroy Auditorium on February 13, 2015.

5. Motion to approve Application for Fireworks Display for Isle Capri Casino, 777 Isle Capri Boulevard, on February 19, 2015.

6. Recommendation of appointment of Justin Lamprecht to the position of Park Maintenance II Forestry in the Leisure Services Department effective February 10, 2015, subject to physical examination and drug screen.

Submitted By: Paul Huting, Leisure Services Director

**RESOLUTIONS**

2. Resolution approving Notice of Discontinuation from NPDES Coverage Under General Permit No. 2 to the Iowa Department of Natural Resources in conjunction with F.Y. 2014 Orange School Sanitary Sewer Extension, Contract No. 816; and authorize Mayor to execute said document.

Submitted By: Jamie Knutson, PE, Associate Engineer

3. Resolution approving award of contract to Benton's Sand and Gravel of Cedar Falls, Iowa, in the amount not to exceed \$514,955.64, in conjunction with F.Y. 2015 Geraldine Road - Phase III, Contract No. 871.

Submitted By: Jeff Bales, Associate Engineer

4. Motion approving Change Order No. 3 for a net increase \$7,274.17 for the LaPorte Road Pumping Station and Force Main, Contract No. 847.

Submitted By: Larry N. Smith, Waste Management Services Superintendent

5. Motion approving Change Order No. 3 for a net increase of \$75,950.09 for the F.Y. 2014 W. Airline Highway Rehabilitation, Contract No. 827; and authorize the Mayor and City Clerk to execute said document.

Submitted By: Dennis Gentz, PE, Assistant City Engineer

6. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Iowa Erosion Control, Inc., of Victor, Iowa, at a total cost of \$1,188,925.98, for the F.Y. 2014 W. Airline Highway Rehabilitation, Contract No. 827.

Submitted By: Eric Thorson, PE, City Engineer

7. Resolution approving Completion of Project and Recommendation of Acceptance of work performed by Municipal Pipe Tool Company, LLC of Hudson, Iowa in the amount of \$679,390.87 for the Sanitary Sewer Improvements Service Areas No. 15 and 16 - Phase I, Contract No. 866 and receive and file two (2) year maintenance bond.

Submitted By: Larry N. Smith, Waste Management Services Superintendent

8. Resolution authorizing the Police Department to apply for a Governor's Traffic Safety Bureau Grant for the period of October 1, 2015 to September 30, 2016.

Submitted By: Joe Liebold, Captain of Police Services

9. Resolution authorizing the City Clerk to certify against certain parcels unpaid snow removal, weed mowing and lot clean-ups.

Submitted By: Larry N. Smith, Waste Management Services Superintendent

10. Resolution approving request by Otto and Kim Maclin of Anacapa Associates, LLC to cancel development agreement, and rescind Resolution No. 2014-919 for the sale of 506 Reed Street. All obligations contained in bid packet will be cancelled except the \$1,000 escrow fee paid by Otto and Kim Maclin to be retained by the City.

Submitted By: Noel Anderson, Community Planning & Development Director

## **ORAL PRESENTATIONS**

## **ADJOURNMENT**

***Motion to adjourn.***

*Suzy Schares, CMC  
City Clerk/Human Resource Director*



**MEETINGS**

5:00 p.m. Boards and Commissions Committee, Harold E. Getty Council Chambers

5:05 p.m. Human Resources Committee, Harold E. Getty Council Chambers

5:10 p.m. Finance Committee Meeting, Harold E. Getty Council Chambers

# CITY OF WATERLOO

## Council Communication

Minutes of February 2, 2015, Regular Session, as proposed.

**City Council Meeting:** 2/9/2015

**Prepared:**

### ATTACHMENTS:

Description		Type
<input type="checkbox"/>	Minutes	Cover Memo

Submitted by: Submitted By:

February 2, 2015

The Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 p.m., on Monday, February 2, 2015. Mayor Ernest G. Clark in the Chair. Roll Call: Jones, Schmitt, Lind, Morrissey, Welper, and Hart. Absent: Cole.

Moment of Silence.

Pledge of Allegiance: Mayor Clark.

144097 - Hart/Schmitt

that the Agenda, as proposed, for the Regular Session on Monday, February 2, 2015, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

144098 - Hart/Schmitt

that the Minutes, as proposed, for the Regular Session on Monday, January 26, 2015, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

CONSENT AGENDA

144099 - Hart/Jones

that the following items on the consent agenda be received, placed on file and approved:

a. Resolutions to approve the following:

1. Resolution approving Finance Committee Invoice Summary Report, dated February 2, 2015, in the amount of \$777,215.16, a copy of which is on file in the City Clerk's office, together with recommendation of approval of the Finance Committee.

Resolution adopted and upon approval by Mayor assigned No. 2015-76.

2. Resolution preliminarily approving specifications, bid documents, etc., and setting date of bid opening as March 5, 2015 and the date of public hearing as March 9, 2015 for Parking Management Services, and instruct City Clerk to publish notice of specifications, bid document, etc. and taking of bids.

Resolution adopted and upon approval by Mayor assigned No. 2015-77.

3. Resolution preliminarily approving specifications, bid documents, etc., and setting date of bid opening as February 26, 2015 and the date of public hearing as March 2, 2015 for the Riverfront Sports Park #7-#8 Field Lighting Project, and instruct City Clerk to publish notice of specifications, bid document, etc. and taking of bids.

Resolution adopted and upon approval by Mayor assigned No. 2015-78.

4. Resolution approving the request of Sidik Dautovic for tax exemptions on the construction of an addition to a single family home valued at \$38,000 for property located at 1856 Forest Ave., and located within the Consolidated Urban Revitalization Area (CURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-79.

5. Resolution approving the request of Steve & Roxanne Droste for tax exemptions on the construction of an addition to a single family home and pole building valued at \$325,000 for property located at 1445 Arbor Ln., and located within the Consolidated Urban Revitalization Area (CURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-80.

6. Resolution approving the request of Brian Kennett for tax exemptions on the construction of a new twin home valued at \$125,750 for property located at 1964 Redtail Dr., and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-81.

7. Resolution approving the request of Marcus Pratt for tax exemptions on the construction of a new single family home valued at \$279,000 for property

located at 3410 Marigold Dr., and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-82.

8. Resolution approving the request of David Pitz for tax exemptions on the construction of a new single family home valued at \$380,000 for property located at 1775 Falcon Ridge, and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-83.

9. Resolution approving the request of Jarad Askren & Kristin A. Kazynski for tax exemptions on the construction of a new twin home valued at \$174,500 for property located at 4125 Mourning Dove Dr., and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-84.

b. Motion to approve the following:

1.	Travel Requests				
	Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a.	Lt. Al Carrier	2015 Iowa Employment Conference	Altoona, IA	04/22/15 - 04/23/15	\$420.00
b.	Sgt. A. Farmer & P.O. B. Walter	CDR Operators/CDR Analysis and Applications Class	Nashville, TN	03/22/15 - 03/28/15	\$2,920.00
c.	Lt. Greg Fangman	Police Staff and Command School	Marshalltown, IA	10/05/15 - 02/12/16	\$11,240.00
d.	Mohammad Elahi, Traffic Engineer	Systems Engineering for Signal Systems Including Adaptive Control	Ames, IA	02/25/15 - 02/26/15	\$210.00
e.	Jason Hernandez & David Meiser, Medical Officers	EMS Today Conference 2015	Baltimore, MD	02/24/15 - 03/01/15	\$2,840.40

2.	Approved Beer, Liquor, and Wine Applications				
	Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a.	Dollar General #7136 66 E. Tower Park Drive	Class C Beer, B Wine	Renewal	02/29/16	X
b.	BH Club 910 West 5th Street	Class C Liquor	Renewal	01/12/16	X
c.	The Times Sports Bar & Grill 213 E. 5th Street	Class C Liquor	New	01/25/16	X
d.	Dollar General #4698 2935 Logan Avenue	Class C Beer, B Wine	Renewal	02/29/16	X
e.	New Star 315 Fletcher Ave.	Class E Liquor, B Wine, C Beer	New	01/31/16	X

3. Mayor Clark’s recommendation of the following appointments:

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Candy Streed	Main Street Waterloo Redevelopment Authority	12/31/16	New
John Molseed	Main Street Waterloo Redevelopment Authority	12/31/16	New
John Hayes	Main Street Waterloo Redevelopment Authority	12/31/15	Re-Appointment
Mike Butler	Main Street Waterloo Redevelopment Authority	12/31/15	Re-Appointment
Steve Sinnott	Main Street Waterloo Redevelopment Authority	12/31/17	Re-Appointment

Andy Abbott	Main Street Waterloo Redevelopment Authority	12/31/17	New
Shaylin Girsch	Main Street Waterloo Redevelopment Authority	12/31/17	Re-Appointment
Richard Jaacks	Design Review Board	02/02/18	New
M. Brad Condon	Board of Adjustment	02/02/20	New
Sherryl Newton	Main Street Waterloo Redevelopment Authority	12/31/15	Re-Appointment

4. Motion to approve Iowa Retail Cigarette/Tobacco/Nicotine/Vapor Permit application for F & S Stores LLC dba New Star, 315 Fletcher Avenue.

Mr. Schmitt questioned the specifications for the parking services.

Suzy Schares, City Clerk, explained that the City is looking for options and is providing all of the services at some level.

Roll call vote-Ayes: Six. Motion carried.

Mayor Clark recognized the new board appointees.

PUBLIC HEARINGS

Animal Control Services for the City of Waterloo - Mayor Clark explained that the hearing was cancelled due to no bids being received.

Mayor Clark will look to Council for input on next steps.

RESOLUTIONS

144100 - Hart/Schmitt

that "Resolution approving award of contract to Municipal Pipe Tool Company, LLC of Hudson, Iowa for the Sanitary Sewer Improvements for FY2015 Phase II-CIP Pipe Lining Project, Contract No. 876 in the amount of \$1,471,353.90", be adopted. Roll call vote-Ayes: Six.

Resolution adopted and upon approval by Mayor assigned No. 2015-85.

144101 - Hart/Schmitt

That "Resolution approving Convention & Visitors Bureau (CVB) Board recommendations for funding of hotel-motel tax mini-grant application for the Waterloo Community Playhouse/Black Hawk Children's Theater in the amount of \$2,430 and for the Faith Basketball Academy/Mid-America Youth Basketball Tournament in the amount of \$2,011", be adopted. Roll call vote-Ayes: Six.

Resolution adopted and upon approval by Mayor assigned No. 2015-86.

144102 - Hart/Schmitt

that "Resolution approving Agreement with Iowa Department of Transportation for use of city streets to detour Highway 218 traffic using IA 21 to E. San Marnan Drive to I380/218 from mid-August to mid-September, 2015 in conjunction with the Highway 218 Resurfacing Project from north of Marigold Drive to I380; and authorize Mayor to execute said document", be adopted. Roll call vote-Ayes: Six.

Mr. Hart questioned if this will have any impact on traffic coming to Hawkeye Community College coming in on Highway 21.

Eric Thorson, City Engineer, reported that the majority of work will be done at night.

Resolution adopted and upon approval by Mayor assigned No. 2015-87.

144103 - Morrissey/Schmitt

that "Resolution approving Spill Prevention, Control, and Countermeasure Plan Development Agreement for Public Works Campus facilities in the amount not to exceed \$3,500.00; and authorize Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Six.

Resolution adopted and upon approval by Mayor assigned No. 2015-88.

144104 - Morrissey/Schmitt

that "Resolution approving Housing Enterprise Zone Program Agreement No. 14-HEZ-180 with Iowa Department of Economic Development and JSA Development, LLC for the rehabilitation of 8 housing units, located at 320-322 E. 4th Street within Enterprise Zone boundaries; and authorize Mayor to execute said document", be adopted. Roll call vote-Ayes: Six.

Resolution adopted and upon approval by Mayor assigned No. 2015-89.

144105 - Morrissey/Schmitt

that "Resolution approving request by Otto and Kim Maclin of Anacapa Associates, LLC to cancel development agreement and rescind Resolution No. 2014-919 for the sale of 506 Reed Street", be adopted. Roll call vote-Ayes: Six.

Mr. Jones questioned what will happen to the property.

Mayor Clark reported that the City is moving towards demolition.

Mr. Hart questioned if there is a clause in the development agreement to require the Maclin's to pay for demolition.

Aric Schroeder, City Planner, explained that the City has not received the funds since a closing has not closed on the property. The applicant is asking to void the development agreement.

Mr. Jones questioned the wording of the development as to the applicant having to pay for the demolition and what would have happened if the applicant had not asked to purchase the property.

Aric Schroeder, City Planner, the City would have had to tear down the property if the applicant didn't purchase the property.

Mr. Morrissey explained that the applicant has had an unfortunate set of circumstances that is requiring them to back out of this agreement.

Forest Dillavou, 1725 Huntington Rd., expressed concern with not holding the applicant responsible for the property.

144106 - Hart/Schmitt

to table the item for one week to allow Council to review the development agreement. Roll call vote-Ayes: Five. Nays: One (Morrissey). Motion Carried.

144107 - Schmitt/Welper

that "Resolution approving extension of Purchase and Sale Agreement with Flowers Baking Co. of Waterloo, LLC to allow for completion of the Phase I and Phase II environmental work; and authorize the Mayor and City Clerk to execute any necessary documents", be adopted. Roll call vote-Ayes: Six.

Mr. Jones explained that the utilities can be disconnected to lower the expenses.

Resolution adopted and upon approval by Mayor assigned No. 2015-90.

144108 - Schmitt/Welper

that "Resolution supporting the application by Black Hawk Contracting & Development Co. for the Iowa Workforce Housing Tax Incentives Program to construct 28 new housing units in Waterloo", be adopted. Roll call vote-Ayes: Six.

Resolution adopted and upon approval by Mayor assigned No. 2015-91.

#### OTHER COUNCIL BUSINESS

144109 - Hart/Schmitt

that motion to approve Change Order No. 1 in the amount of \$1,497.00 to Don Gardner Construction of Waterloo, Iowa in conjunction with the Waterloo Public Library Restroom Renovation; and authorize Mayor to execute said document, be approved. Voice vote-Ayes: Six. Motion carried.

#### ORAL PRESENTATIONS

Jim Chapman, 224 Bertch, expressed concern with the John Deere layoffs and low minimum wage in Iowa.

Steve Murphy, 124 Terrace Drive, asked Council to start with the base budget and then work up. He expressed concern with the increased expenses being asked for animal control.

Forest Dillavou, 1725 Huntington Road, reported that City departments can increase revenue and cut expenses.

Mr. Morrissey expressed interest in preserving the Wonder Bread Bakery structure as a historical building.

144110 - Hart/Schmitt

that the above oral comments be received and placed on file. Voice vote-Ayes: Six. Motion carried.

ADJOURNMENT

144111 - Hart/Schmitt

that the Council adjourn at 5:57 p.m. Voice vote-Ayes: Six. Motion carried.

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Suzy Schares, CMC  
City Clerk/Human Resource Director

Mary Peterson  
 Dr. Walter Cunningham School for Excellence  
 1224 Mobile Street  
 Waterloo, Iowa 50703

Chief Dan Trelka  
 City of Waterloo  
 715 Mulberry Street  
 Waterloo, Iowa 50702

Dear Chief Trelka:

I am the Literacy Coach at Cunningham Elementary. We are organizing a 5K Run/Walk in the community around Cunningham. We would like permission and help blocking roads and directing traffic. The Cunningham 5K Run/Walk is scheduled for May 2, 2015. (We will not reschedule if it is cancelled) The race starts at 9:00 am and is expected to run for an hour, ending at 10:00 am. We are anticipating around 300 people. Enclosed is the race course. We plan to start beside the school at the corner of Adams and Ash then traveling west on Adams and turning left onto Mobile St. Continue going south on Mobile St turning left onto Sumner St. Continue running on Sumner St until turning right onto Linden Ave. Runners will travel south until intersecting with MLK Jr. Dr. **We would need police assistance at the intersection of Linden and MLK Dr. watching for cars turning from MLK to Linden.** Participants will run on the wide sidewalk along MLK JR. Dr. turning left onto Idaho St. **We would need police assistance barricading one lane of Idaho to use for the runners and one lane of Newell as they turn left onto Newell from Idaho. We would also need assistance at those intersections helping to direct traffic.** Runners will continue on Newell St. traveling west until turning left onto Beech St. Then turning left onto Webster St. Runners will go one block then turn right onto Linden Ave. Runners will continue traveling south until turning right onto Cottage. Our 5K Run/Walk ends back at Cunningham at the intersection of Ash and Cottage. I am unsure if you require signs posted for no parking on the street the morning of the race.

If this race course is not accepted, please include reasons why. We have already designed an alternative race course. Thank you for your time and consideration.

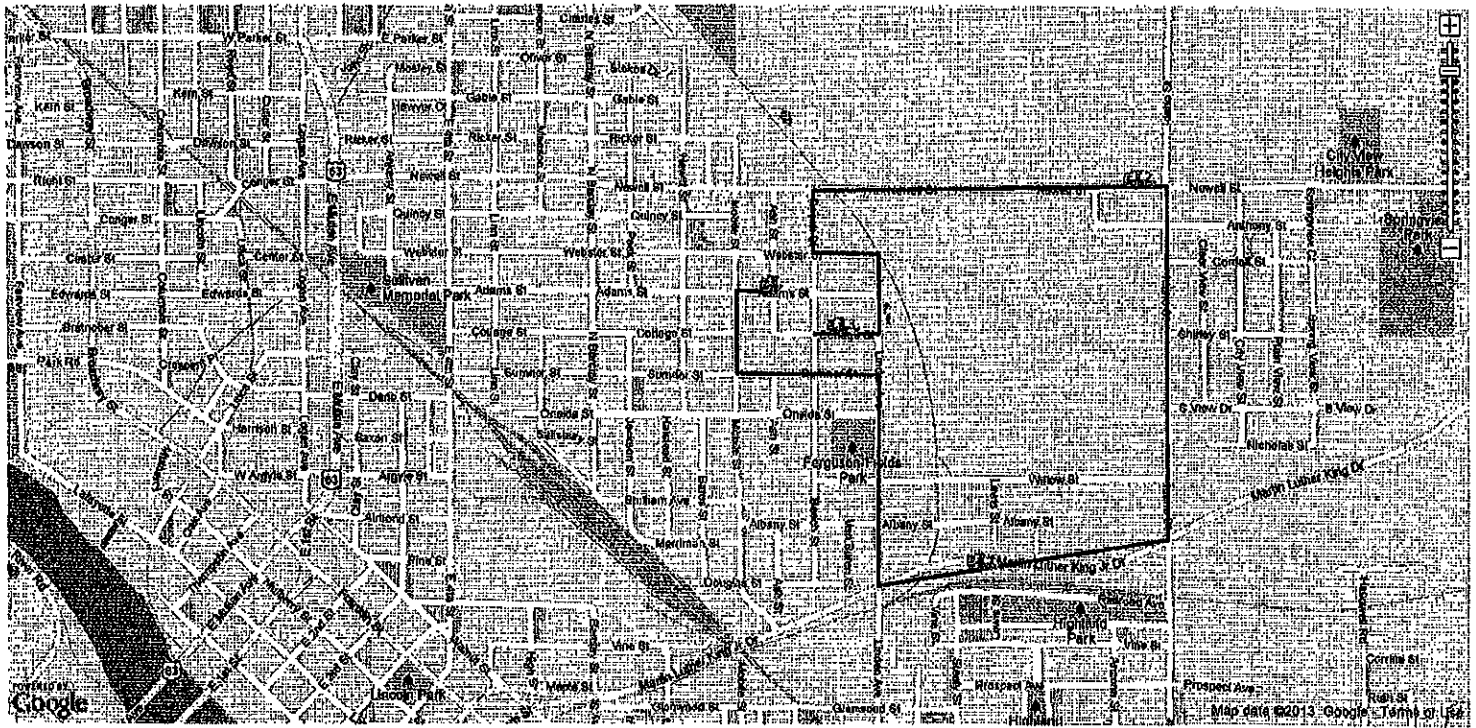
Mary Peterson -- 610-0108 -- *petersonm@waterlooschools.org*  
 Brad Cross  
 Tiffany Folkerts

*Chief/Capt. Herbold -*

*Mary would like a call after it has been approved by Council. Thanks!*

*MW*





Cunningham 5K Route  
May 3, 2014

# CITY OF WATERLOO

## Council Communication

Resolution preliminarily approving plans, specifications, form of contract, etc. and setting date of bid opening as February 26, 2015 and date of public hearing as March 2, 2015 for the F.Y. 2015 Asphalt Overlay Program, Contract No. 874; and instruct City Clerk to publish notice of plans, specifications, form of contract, etc.

**City Council Meeting:** 2/9/2015

**Prepared:** 2/4/2015

### ATTACHMENTS:

Description	Type
▣ F.Y. 2015 Asphalt Overlay Program	Backup Material

### SUBJECT:

Resolution preliminarily approving plans, specifications, form of contract, etc. and setting date of bid opening as February 26, 2015 and date of public hearing as March 2, 2015 for the F.Y. 2015 Asphalt Overlay Program, Contract No. 874; and instruct City Clerk to publish notice of plans, specifications, form of contract, etc.

Submitted by: Submitted By: Jamie Knutson, PE, Associate Engineer

Summary Statement: Plans prepared by the City Engineer's Office. Street list is attached.

Expenditure Required: Base + Alternate \$3,640,661.62

Source of Funds: Local Option Sales Tax Funds

**FY 2015 ASPHALT OVERLAY PROGRAM  
CONTRACT NO. 874**

<u>STREET</u>	<u>FROM</u>	<u>TO</u>
8th St., W.	Leavitt St.	Grant Ave.
9th St., W.	E. Ridgeway Ave.	St. Francis Dr.
11th St., W.	Washington St., SB	Washington St., NB
12th St., W.	Commercial St.	Black Hawk St.
17th St., W.	Commercial St.	Black Hawk Rd.
Anthony St.	Plainview St.	Spring View St.
Bertch Ave.	Vermont St.	7th St., W.
Burton Ave.	Broadway St.	Airline Hwy.
City View St.	Newell St.	South View Dr.
Colby Rd.	Park Ln., W.	150' S of Barryington
Faber Rd.	Pleasant Valley Dr.	Rainbow Dr.
Hummingbird Cr. (1500 blk)	Mockingbird Ln.	Mourning Dove Dr.
Johnathan St.	San Marnan Dr., W.	Tower Park Dr.
Kenilworth Rd.	Prospect Blvd.	Byrnes Dr.
Lafayette St.	Fairview St.	585' E
Linbud Ln.	Sager Ave.	Alabar Ave.
Mitchell Ave., E.,	11th St., W.	Minnesota St.
Mockingbird Ln.	Hummingbird Cr.	Hummingbird Cr.
Mourning Dove Dr.	Hummingbird Cr.	Pavement End
Newell St.	80' W of Peek St.	Ash St.
Plainview St.	South View Dr.	Anthony St.
Quincy St.	Manson St.	Barclay St., N.
Ridgeway Ave., W.	4th St., W.	Sergeant Rd.
San Marnan Dr., E. Frnt.	Hammond Ave.	383' W
Teton Dr.	Hoff Rd.	Winghaven Dr.
Valley Rd.	Pleasant Valley Dr.	Rainbow Dr.
Westbourne Rd.	Mayfair St.	Hackett Rd., S.
Westbourne Rd.	Tilbury Rd.	Castle St.

# CITY OF WATERLOO

## Council Communication

Resolution preliminarily approving specifications, bid documents, etc., and setting date of bid opening as March 5, 2015 and date of public hearing as March 9, 2015 for the FY2015 Upper Gates Shelter Project, and instruct City Clerk to publish notice of specifications, bid document, etc.

**City Council Meeting:** 2/9/2015

**Prepared:** 2/3/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> FY2015 Upper Gates Shelter Project RFP	Cover Memo

**SUBJECT:** Resolution preliminarily approving specifications, bid documents, etc., and setting date of bid opening as March 5, 2015 and date of public hearing as March 9, 2015 for the FY2015 Upper Gates Shelter Project, and instruct City Clerk to publish notice of specifications, bid document, etc.

Submitted by: Submitted By: Travis Nichols, Facilities/Project Manager

Recommended Action: Approve the plans, specifications, etc. and taking of bids, and set the date of bid opening as March 5, 2015 and date of hearing as March 9, 2015

Summary Statement: This project provides for new shelter and 10' wide concrete sidewalk extension at Upper Gates Park.

Expenditure Required: \$70,000 (based on past shelter projects for Leisure Services)

Source of Funds: Community Development Block Grant of \$52,000, and City match of \$18,000 from G.O. bond funds

Policy Issue: N/A

Alternative: N/A

Background Information: This shelter project is part of an extensive master plan developed for the Upper Gates Park area..

PROJECT MANUAL FOR:

## **FY2015 UPPER GATES SHELTER PROJECT**

City of Waterloo, Department of Leisure Services  
Waterloo, Iowa

## **CONTRACT DOCUMENTS**



### **CONTACT PERSON:**

Travis Nichols, Facilities/Project Manager  
Waterloo Leisure Services  
(319) 291-4370  
[Travis.nichols@waterloo-ia.org](mailto:Travis.nichols@waterloo-ia.org)

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Notice to Bidders  
Instruction to Bidders  
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Bid Specifications  
Bid Form  
Statement of Bidder's Qualifications  
Bid Bond  
Non-collusion Affidavit of Prime Bidder  
Non-collusion Affidavit of Subcontractor  
Equal opportunity Clause

### Added Attachments:

MBE/WBE Certified Contractor Guide for the City of Waterloo  
MBE/WBE Business Enterprise Pre-Bid Contact Information  
Musco Lighting Installation Instructions  
Section 3 Clause Packet  
Davis-Bacon Wage Determination Packet  
Federal Labor Standards Provisions HUD Form 4010  
Shelter and Sidewalk Location Drawing

**CITY OF WATERLOO, IOWA  
LEISURE SERVICES COMMISSION**

**NOTICE OF PUBLIC HEARING**

**On Proposed Specifications and the**

**NOTICE TO BIDDERS**

**FY2015 UPPER GATES SHELTER PROJECT**

**NON-MANDATORY PRE-BID CONFERENCE**

10:00 a.m., February 24, 2015 at Leisure Services Office, 1101 Campbell Ave, Waterloo, Iowa

**RECEIVING OF BIDS**

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in City Hall, Waterloo, Iowa, on **March 5, 2015 until 1:00 p.m.**, for the **FY2015 UPPER GATES SHELTER PROJECT**.

**OPENING OF BIDS**

All proposals received for **FY2015 UPPER GATES SHELTER PROJECT** will be opened in the First Floor Conference Room in City Hall, Waterloo, Iowa on **Thursday, March 5, 2015 until 1:00 p.m.**, and the proposals will be referred to the Waterloo Leisure Services Commission for recommendation of award.

**PUBLIC HEARING**

Notice is hereby given that the Waterloo City Council will conduct a public hearing on the proposed Specifications and Form of Contract for the **FY2015 UPPER GATES SHELTER PROJECT at 5:30 p.m. on Monday, March 9, 2015**. The hearing will be held in the Council Chambers in Waterloo City Hall. The contract documents are on file in the City Clerk's office, 715 Mulberry St. and the Waterloo Leisure Services Commission office, 1101 Campbell Ave., Waterloo, Iowa, for public examination. Any person interested may file written objection with the City Clerk before the date set for the hearing or appear and make objection at the meeting.

**SCOPE OF WORK**

The Contractor shall provide all labor and materials necessary for the **FY2015 UPPER GATES SHELTER PROJECT** in accordance with these plans and specifications. This is a federally funded project that is compliant with the **Davis-Bacon Act**.

**CONTRACT PERIOD**

The work shall be completed no later than **June 15, 2015**.

**PROPOSALS SUBMITTED**

All bids must be submitted on forms supplied by the Waterloo Leisure Services Commission.

### **BID SECURITY REQUIRED**

All bids must be accompanied, in a separate envelope, by a certified or cashier's check drawn on an Iowa bank chartered under the laws of the United States, or a certified share draft drawn on a Credit Union in Iowa chartered under the laws of the United States, or a bid bond 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 work and will furnish the required bonds, and in case the successful bidder shall fail or refuse to enter into the Contract and furnish the required bonds, the bid security may be retained by said City as agreed liquidated damages. If Bid Bond is used, it must be signed by both the bidder and the surety or the surety's agent. Signature of surety's agent must be supported by accompanying Power of Attorney.

### **CONTRACT AWARD**

The City shall award the Contract to the responsible Bidder(s) whose bid, conforming to the Specifications, is most advantageous to the City and the Waterloo Leisure Services Commission; price and other factors considered. The intention is not to award the contract at the time of bid opening, but to award the contract after review of bids and bidder information by the City and Waterloo Leisure Services Commission such that the award is made within thirty (30) days after bid opening.

The City reserves the right to waive any and all parts of a specific bid.

### **BOND**

The successful Bidder shall furnish a Performance and Payment Bond, within ten (10) days after notification of acceptance of the bid, in an amount equal to one hundred percent (100%) of the contract price. The Bond is 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 operation of the Contractor.

### **AFFIRMATIVE ACTION PROGRAM**

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

### **METHOD OF PAYMENT TO CONTRACTOR**

The Contractor will be paid against monthly estimates of the work completed and work approved by the Leisure Services staff. Final payment will be made thirty one (31) days after completion of the work and acceptance by the Waterloo Leisure Services staff. Before final payment is made for said work, vouchers showing that all subcontractors and workmen and all persons furnishing materials have been fully paid for such materials and labor will be required.

Published pursuant to the provision of Division VI of Chapter 384 the City Code of Iowa and upon order of the City Council of said Waterloo, Iowa, on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

City of Waterloo, Iowa,

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Suzy Schares, City Clerk



CITY OF WATERLOO, IOWA  
Waterloo Leisure Services

**INSTRUCTION TO BIDDERS**

**I. 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.

**II. PROPOSALS SUBMITTED**

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

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

**III. LATE BIDS AND MODIFICATIONS OR WITHDRAWALS**

Bids and modifications or withdrawals thereof received at the office designated in the 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, will be considered at any time it is received and may thereafter be accepted. Bids may be withdrawn by written or telegraphic request received from bidders prior to the time set for closing of bids.

**IV. PUBLIC OPENING OF BIDS**

Bids will be publicly opened at the specified time and place 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.

**V. COLLUSIVE AGREEMENTS**

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

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

## **VI. MBE/WBE CONTRACT COMPLIANCE PROGRAM/SUBCONTRACTING**

The program proposes numerical projections regarding utilization of Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) as Subcontractors, vendors and suppliers in performance of contracts awarded by the City of Waterloo, Iowa. A goal of at least 10 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.

For more information contact City of Waterloo Contract Compliance:

Rudy D. Jones, Director  
Community Development Board  
620 Mulberry Street Suite 202  
Waterloo, Iowa 50703  
(319) 291-4429

## **VII. EMPLOYMENT AND BUSINESS OPPORTUNITY (SECTION 3/ HUD ACT OF 1968)**

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. See **Section 3 Clause** attachment for more information.

## **VIII. FEDERAL LABOR STANDARDS PROVISIONS (HUD FORM 4010)**

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. For more information see attached **HUD form 4010**.

## **IX. STATEMENT OF BIDDER'S QUALIFICATIONS**

Each Bidder shall, upon request of the Waterloo Leisure Services, submit on the form furnished a statement of the Bidder's qualifications, his/her experience record in completing the type of project proposed, and equipment available for the work contemplated; and when requested, a detailed financial statement. The Waterloo Leisure Services shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform obligations under the Contract; and the Bidder shall furnish the Waterloo Leisure Services 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 Waterloo Leisure Services that the Bidder is qualified to carry out properly the terms of the Contract.

## **X. EXECUTION OF AGREEMENT, BOND, AND CERTIFICATE OF INSURANCE**

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

B. Having satisfied all conditions of award as set forth elsewhere in these documents, the successful bidder shall, within the period specified in paragraph "A" above, furnish a surety bond in a penal sum not less than the amount of the contract as awarded, as security for the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all persons, firms, or corporations to whom the contractor may become legally indebted for labor, materials, tools, equipment, or services of any nature including utility and transportation services, employed or used by him/her in performing the work. The bond shall protect and save harmless the City and Waterloo Leisure Services 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 and the Waterloo Leisure Services. Such bond shall be in the same form as that included in the contract documents and shall bear the same date as, or a date subsequent to that of the agreement. The current Power of Attorney for the person who signs for any surety company shall be attached to such bond.

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

D. The failure of the successful bidder to execute such agreement and to supply the required bond or bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the City, may grant, based upon reasons determined sufficient by the City, may either award the contract to the next lowest responsible bidder or re-advertise for bids, and may charge against the bidder the 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 or Waterloo Leisure Services for a refund.

CITY OF WATERLOO, IOWA  
Waterloo Leisure Services

**GENERAL CONDITIONS**

**Definitions**

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

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

**Owner or Local Public Agency (LPA)** - means the Waterloo Leisure Services.

**Contractor** - means the person, firm or corporation entering into the Contract with The City of Waterloo, to construct and install the improvements described in the Specifications and shown on the Plans or Drawings.

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

**Superintendence by Contractor**

Except where the Contractor is an individual and gives personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Waterloo Leisure Services/City of Waterloo, on the work site at all times during working hours with full authority of the Contractor. The Contractor shall also provide an adequate staff to properly coordinate and expedite the work.

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

**Other Contracts**

The City of Waterloo may award or may have awarded other Contracts for additional work, and the Contractor shall cooperate fully with other Contractors, by scheduling work under this Contract with that to be performed under other Contracts as may be directed by the Waterloo Leisure Services/City of Waterloo. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

**Fitting and Coordination of the Work**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all Subcontractors engaged upon this Contract. The Contractor shall be prepared to

guarantee to each Subcontractor the locations and measurements which they may require for the fitting of their work to all surrounding work.

### **Care of Work**

The Contractor shall be responsible for all damages to person or property that occur as a result of negligence in connection with the execution of work and shall be reasonable for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the Waterloo Leisure Services.

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

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

### **General Requirements**

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

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

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

### **Permits and Codes**

The Contractor shall secure from the appropriate departments of the local government, at no charge, the required building, electrical, plumbing and heating permits.

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

### **Liability Insurance**

The Contractor shall 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 therefore, and said Contractor shall also carry insurance which shall meet the requirements of the Iowa Worker's Compensation Law.

Before the work shall be started on this contract, the Contractor shall furnish the City Clerk/Finance Manager 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 Bodily Injury (including wrongful death)	\$2,000,000.00 per person
Aggregate, Products and Completed Operations	\$2,000,000.00
Property Damage	\$2,000,000.00 per accident
Comp. Auto Bodily Injury	\$2,000,000.00 per person
Property Damage	\$2,000,000.00 per occurrence

The Contractor shall have the City of Waterloo, Iowa, named as an "Additional Named Insured" in the amount of \$2,000,000.00 liability for bodily injury (including wrongful death) and property damage. A certificate or a policy, if requested, shall be filed with the Owner.

**THE CITY OF WATERLOO IS TAX EXEMPT.**

All certificates and/or policies of insurance furnished by the Contractor to be filed with the City Clerk/Finance Manager shall include the name and address of the agency issuing the same. It shall be required that the City Clerk/Finance Manager be notified by registered mail of the cancellation or expiration of the above insurance.

**Removal of Debris, Cleaning, Etc.**

The Contractor shall periodically, or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the project area reasonably clean. Upon completion of the work the Contractor shall remove all temporary construction facilities, debris and unused materials provided for the work and put the whole site of the work in a neat and clean condition.

**CITY OF WATERLOO**  
LEISURE SERVICES COMMISSION  
**FY2015 UPPER GATES SHELTER PROJECT**

**SPECIFICATIONS**

The Contractor shall perform all work required and furnish all labor, materials, equipment, tools, transportation and supplies necessary to complete the work at Upper Gates Park, located at the intersection of East Donald Street and Mildred Avenue, in accordance with International Building Code and any applicable code and local ordinances. This is a federally funded project that requires compliance with the **Davis-Bacon Act**.

Should any misunderstanding arise as to the intent or meaning of the plans or specifications, the decision of the City shall be final and conclusive.

**SCOPE OF WORK:**

**Gable Shelter:**

**Minimum Specifications:**

- 20 ft. x 24 ft. measured from outside of eave and rake
- 5" x 5" Tube (3/16" thick) Steel Columns
- Support Beams 7" x 5" (3/16" thick)
- Purlins 5" x 3" (1/8" thick)
- All steel structure and steel components to be factory powder coated (Color to be determined)
- 2 inch X 6 inch Tongue & Groove Roof Decking
- Decking to be architectural grade No. 1 Pine
- 24-gauge Precut Metal Roofing (Color to be determined)
- All exposed fascia to be capped with 24 gauge metal to match metal roofing
- 30 lb. Felt Paper Underlayment
- Certified engineer stamped shop drawings to include footing details

**Acceptable Manufacturers:**

See attached list of pre-approved shelter vendors. Other shelter manufacturers must be pre-approved by Leisure Services.

**Sealed Roof Decking:**

All exposed wood roof decking and fascia must be factory sanded and sealed from shelter company or professionally sanded and sealed at the jobsite. Not all shelters come with this option and it will be the responsibility of the contractor to verify and bid appropriately.

**Concrete Shelter Slab:**

30' x 34' (1020 square feet)

**Concrete Sidewalks:**

10' x 580' (5800 square feet)  
5' x 20' (100 square feet)

Concrete shall be 5" thick; Mix C-4; broom finish. Curing compound to meet ASTM.C1315. Diamond or Round shaped isolation joints at column piers. Concrete cuts shall be made within 24 hours and approved by Leisure Services. Backfill with quality topsoil minimum of 5 feet from slab as needed. If fill is necessary it shall be ¾ inch road stone.

**Additional Concrete Work Per Square Foot Bid:**

We request a square foot price for any additional concrete work at this location to be done during this project.

**Electrical:**

There is no electrical work included in project. However, the Contractor shall work with the Leisure Services Electrician in setting required underground electrical conduit prior to concrete slab pour.

**Clean-Up:**

Contractor responsible for all clean-up related to this work. All refuse must be removed for jobsite.

**Guarantee:**

The Contractor shall guarantee all material and equipment furnished and installed by him for a period of one year after final acceptance by the Leisure Services commission. Should any defects arise as the result of defective materials or workmanship within the guarantee period, the Contractor shall make the necessary corrections at no cost to the City.

**START DATE**

**Work must commence within 45 days of signed contract.**

**COMPLETION DATE**

**All work shall be completed by JUNE 15, 2015**

**GUARANTEE**

The Contractor shall guarantee all material and equipment furnished and installed by him for a period of one year after final acceptance by the Leisure Services Commission. Should any defects arise as a result of defective workmanship or materials within the guarantee period, the Contractor shall make the necessary corrections at own expense.

**ALL WORK TO MEET ALL CITY OF WATERLOO BUILDING CODES.**

The City of Waterloo reserves the right to reject any and/or all bids.

The Contractor is responsible for obtaining permits and the performance of all work according to the City of Waterloo Codes. Permits will be at no charge.

If you have any questions, please contact Travis Nichols, Facilities/Project Manager, at 291-4370.



CITY OF WATERLOO, IOWA  
WATERLOO LEISURE SERVICES COMMISSION

BID FORM  
For  
**FY2015 UPPER GATES SHELTER PROJECT**

BIDDER: \_\_\_\_\_  
COMPANY NAME

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE: (\_\_\_\_\_) \_\_\_\_\_

1. The undersigned, being a Corporation existing under the laws of the State of \_\_\_\_\_, a Partnership consisting of the following partners: \_\_\_\_\_

\_\_\_\_\_,  
having been familiarized with the existing conditions on the project area affecting the cost of the work, and with all the Contract Documents now on file in the offices of the City Clerk, City Hall, Waterloo, Iowa, and the Waterloo Leisure Services Commission, 1101 Campbell Ave., Waterloo, Iowa, hereby proposes to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services required to complete the proposed **FY2015 UPPER GATES SHELTER PROJECT** in accordance with the contract documents and for the total price for work in place for the following amount:

**TOTAL BASE BID PRICE:**

\_\_\_\_\_ dollars (\$\_\_\_\_\_)

**ADDITIONAL CONCRETE WORK PER SQUARE FOOT BID:**

\_\_\_\_\_ dollars (\$\_\_\_\_\_ ) per square foot

2. 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 acceptance of this Bid is mailed or delivered to the undersigned within thirty (30) days after Bid Opening, 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 insurance within ten (10) days after the agreement is presented for signature, and start work within ten (10) days after "Notice to Proceed" is issued.

3. Security in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) In the form of \_\_\_\_\_, is submitted herewith in accordance with NOTICE TO BIDDERS.

4 Attached is a Non-Collusion Affidavit of Prime Contractor.

5. The Bidder is prepared to submit a financial and experience statement upon request.

7. The Bidder has received the following Addendum or Addenda:

8. The Bidder shall list the MBE/WBE subcontractors, amount of subcontracts and bid items listed on the City of Waterloo Minority and /or Women Business Pre-bid Contract Information Form submitted with this Bid Form. The apparent low bidder shall submit a list of all other subcontractor(s) to be used on this project to the City of Waterloo by 5:00 p.m. the business day following the day bids on this project are due along with the Non-collusion Affidavits of ALL Subcontractor(s).

- The City of Waterloo does not approve the subcontractors.
- The subcontractors submit in writing that they cannot fulfill their subcontracts

10. The bidder has attached all applicable forms.

11. The owner reserves the right to select alternatives, delete line items, and/or to reduce quantities prior to the Award of Contract due to budgetary limitations.

CONTACT PERSON: \_\_\_\_\_  
Please Print

PHONE: \_\_\_\_\_

SIGNED: \_\_\_\_\_ DATE:     /     /

**STATEMENT OF BIDDER'S QUALIFICATIONS**

All questions shall be answered and the data 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 desired.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where 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 the contract.
12. Experience in construction work similar in importance to the 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.



**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\_\_\_\_\_.

\_\_\_\_\_  
Principal (Seal)

By \_\_\_\_\_

\_\_\_\_\_  
(Title)  
Witness

\_\_\_\_\_  
Surety (Seal)

By \_\_\_\_\_  
Attorney-In-Fact

\_\_\_\_\_  
Witness

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of \_\_\_\_\_)

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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_

**COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

State of \_\_\_\_\_)  
\_\_\_\_\_)  
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 **FY2015 UPPER GATES SHELTER PROJECT** in Waterloo, Black Hawk County, Iowa;
3. Such subcontractor's proposal is genuine and is not a collusive or sham proposal;
4. Neither the subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit a collusive or sham proposal in connection with such contract or to refrain from submitting a proposal in connection with such contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other bidder, firm or person to fix the price or prices in said subcontractor's proposal, or to fix any overhead, profit or cost element of the price or prices in said subcontractor's proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the proposed Contract;
5. The price or prices quoted in the subcontractor's proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Subscribed and sworn to before me this  
\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

My commission expires \_\_\_\_\_.

**EQUAL OPPORTUNITY CLAUSE**  
(As provided in Executive Order No. 11246)

All contractors, subcontractors, vendors and suppliers of goods and services doing business with the City and value of said business equals or exceeds ten thousand dollars (\$10,000.00) annually agree as follows:

1. The contractor, subcontractor, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, color, creed, sex, national origin, economic status, age, mental or physical handicap, political opinions or affiliations. The contractor, subcontractor, vendor and supplier will develop an Affirmative Action program to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, sex, national origin, religion, economic status, age, mental or physical disability, political opinions or affiliations. Such actions shall include but not be limited to the following:
  - a. Employment
  - b. Upgrading
  - c. Demotion or Transfer
  - d. Recruitment and Advertising
  - e. Layoff or Termination
  - f. Rates of Pay or Other Forms of Compensation
  - g. Selection for Training Including Apprenticeship.
2. The contractor, subcontractor, vendor and supplier of goods and services will, in all solicitations or advertisements for employees, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, national origin, religion, economic status, age, mental or physical disabilities, political opinion or affiliations.
3. The contractor, subcontractor, vendor and supplier or his/her collective bargaining representative will send to each labor union or representative of workers which he/she has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of the contractor's commitment under this section.
4. The contractor, subcontractor, vendor and supplier of goods and services will comply with all published rules, regulations, directives, and order of the City of Waterloo Affirmative Action Program Contract Compliance Provisions.
5. The contractor, subcontractor vendor and supplier of goods and services will furnish and file compliance reports within such time and upon such forms as provided by the Affirmative Action Officer. Said forms will elicit information as to the policies, procedures, patterns, and practices of each subcontractor as well as the contractor himself/herself and said subcontractor, vendor and supplier will permit access to his/her employment books, records and accounts to the City's Affirmative Action Officer, for the purpose of investigation to ascertain compliance with this contract and with rules and regulations of the City's Affirmative Action Program – Contract Compliance Provisions relative to Resolution No. 24664.
6. In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations and orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further contracts in accordance with procedures authorized by the City Council.



7. The contractor, subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the non-discrimination clause in every contract, subcontract or purchase order unless exempted by the rules, regulations or orders of the City's Affirmative Action Program, and will provide in every subcontract, or purchase order that said provisions will be binding upon each contractor, subcontractor, or supplier.
8. We, the undersigned, recognize that we are morally and legally committed to non-discrimination in employment. Any person who applies for employment with our company will not be discriminated against because of race, creed, color, sex, national origin, economic status, age, mental or physical disabilities.

Signed: \_\_\_\_\_  
Appropriate Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# CITY OF WATERLOO

## Council Communication

Resolution setting date of hearing as February 23, 2015 to approve request of Green Acres Storage, LLC to rezone 2.26 acres from "R-4, R-P" Planned Multiple Family Residence District to "B-P" Business Park District for the purpose of constructing a new 102,090 SF indoor storage facility, generally located east of 4015 Hurst Drive; and instruct City Clerk to publish notice.

**City Council Meeting:** 2/9/2015

**Prepared:** 1/30/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Staff Report	Backup Material
<input type="checkbox"/> Site Plan	Backup Material
<input type="checkbox"/> Aerial	Backup Material
<input type="checkbox"/> Application	Backup Material
<input type="checkbox"/> Semi-truck addendum	Cover Memo

### SUBJECT:

Resolution setting date of hearing as February 23, 2015 to approve request of Green Acres Storage, LLC to rezone 2.26 acres from "R-4, R-P" Planned Multiple Family Residence District to "B-P" Business Park District for the purpose of constructing a new 102,090 SF indoor storage facility, generally located east of 4015 Hurst Drive; and instruct City Clerk to publish notice.

Submitted by:

Submitted By: Noel Anderson, Community Planning & Development Director

Recommended Action:

Approval

Transmitted herewith is a request to set the date of public hearing as February 23, 2015 for a request by Green Acres Storage, LLC to rezone 2.26 acres from "R-4, R-P" Planned Multiple Family Residence District to "B-P" Business Park District for the purpose of constructing a new 102,090 SF indoor storage facility, generally located east of 4015 Hurst Drive.

It would not appear that the rezone would have a negative impact upon the surrounding area or other surrounding land uses. The Future Land Use Map designates this area as Business Park: Professional Offices, Commercial and Compatible light Industrial. The rezone request is in conformance with the Future Land Use Map and Comprehensive Plan for this area. The site in question is located within the Primary Growth Area and can be served by the extension of existing utilities in the area.

The site plan shows a three story building with a total of 102,090 SF, 34,030 SF on each floor. The building will have a 3,500 SF unloading garage for customers to unload their items inside. A drive is located to the north of the unloading garage and wraps around the north and west side of the building to allow for safe and organized unloading route for customers, and a fire access lane for the Fire Department. The site plan

shows 11 regular parking stalls and also 9 truck stalls along Tower Park Drive. The parking required for a storage facility is 1 parking stall per two employees, and the applicant has indicated that there would be less than 4 employees, so parking requirements will be met.

Summary Statement:

The Business Park designation will work to allow an aesthetically pleasing professional office, commercial, and compatible industrial park setting. The area designated for Business Park locates on the Future Land use Map, contained within the Comprehensive Plan, direct such developments along major entryways into the community to allow for proper design of traffic movements as well as promotes such land for development. This area located along San Marnan Drive near US Highway 20 would appear to be an appropriate area for Business Park development.

Planning staff heard concerns from an adjoining property owner regarding the request. That individual indicated concerns regarding the property being used for storage units. Staff also received calls from Renee Cabbage at 745 Excelsior Lane, Bob Fahr at 1040 Sunrise Blvd, and Maxine Barrows 749 Excelsior Lane, with the concerns of noise, traffic, hours of operation, height, and the proposed use of the property as a storage facility. The applicant has indicated that the facility will be open from 6 am to 10 pm, and would typically have around 20 vehicles per day.

At their February 3, 2015 meeting the Planning and Zoning Commission voted unanimously to approve the rezone request.

Expenditure Required:

None

Source of Funds:

None required

Policy Issue:

Zoning and Land Use

Background Information:

Legal Description: Tower Park No 6 Lot 3

REQUEST:	Request to rezone approximately 2.267 acres of land from “R-4, R-P” Planned Multiple Residence District to “B-P” Business Park District, located east of 4015 Hurst Drive and south of W. San Marnan Drive.
APPLICANT:	Green Acres Storage, LLC, 550 Lindale Drive, Marion, IA 52302
GENERAL DESCRIPTION:	The proposed rezone area is located north of land that is zoned “B-P” Business Park District. The applicant would like the area to be rezoned in order to construct a three story building to accommodate indoor storage and truck rental.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	It would not appear that the rezone would have a negative impact upon the surrounding area or other surrounding land uses.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed rezone request would not appear to have a negative impact upon existing pedestrian and traffic conditions in the area. Roads adjacent to the rezone area are San Marnan Drive, which is classified as a Minor Arterial, Hurst Drive and Tower Park Drive , which are both classified as a Local Streets. Highway 20 is south of the rezone area, and is classified as a Principle Arterial.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN:	No trails are located adjacent to the property in question. The bicycle accommodation map shows a future trail connection along Fisher Drive to the south.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	<p>The rezone area in question is currently zoned “R-4, R-P” Planned Residence District, and has been zoned as such since February 25, 2004 when it was rezoned from “A-1” Agricultural District. The surrounding land is zoned as follows:</p> <p><b>North</b> – San Marnan Drive is located to the north of the property in question. North of San Marnan Drive the property is zoned “R-1” One &amp; Two Family Residence District.</p> <p><b>South</b> – Vacant land and commercial uses, zoned “B-P” Business Park District, and “C-P” Planned Commercial District.</p> <p><b>East</b> – Vacant land, zoned “R-4, R-P” Planned Multiple Residence District.</p> <p><b>West</b> – Professional offices and vacant land, zoned “R-4,R-P” Planned Multiple Residence District.</p>
DEVELOPMENT HISTORY:	The surrounding area has a mix of different uses, with low density residences developed in the 1980s to the early 2000s to the north. There are also commercial uses developed in the early 1990s, up to as recent as the early 2000s, primarily along the corner of San Marnan Drive and Kimball Avenue. A special permit was approved by the Board of Adjustment for the property in question in 2011 to allow for fill to be brought in to level off the site.
BUFFERS/ SCREENING	No buffering or screening is required for the request.

**REQUIRED:**

**DRAINAGE:**

Rezoning of the land would not appear to have a negative impact upon drainage in the surrounding area. As the site is developed it would be necessary to install appropriate storm water control methods.

**FLOODPLAIN:**

No areas of the site in question are located within a Special Flood Hazard Area as indicated by the Federal Insurance Administration's Flood Insurance Rate Map Community Number 190025 and Panel Number 0303F, dated July 18, 2011.

**PUBLIC /OPEN SPACES/ SCHOOLS:**

There are no schools or public spaces located within close proximity of the site in question.

**UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.**

An 8" Sanitary Sewer is located in the center of Tower Park Drive. A 10' utility easement is located along the north and south property lines. A 5' utility easement is located along the east property line and a 20' utility easement is located along the south 431' of the west property line. A 20' building line is also located along the southerly property line. Water is located along the southerly right-of-way of Tower Park Drive and gas is located within the northerly portion of right-of-way along Tower Park Drive. There is a three phase electrical line that is within the 10' utility easement along the south property line.

**RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:**

The Future Land Use Map designates this area as Business Park: Professional Offices, Commercial and Compatible light Industrial. The rezone request is in conformance with the Future Land Use Map and Comprehensive Plan for this area. The site in question is located within the Primary Growth Area and can be served by the extension of existing utilities in the area.

**STAFF ANALYSIS – ZONING ORDINANCE:**

The applicant is requesting to rezone 2.267 acres of land from "R-4, R-P" Planned Multiple Residence District to "B-P" Business Park District. Rezoning the property to "B-P" Business Park District would allow for the indoor storage facility to be located within the area but is also a site plan specific district that would allow for further site plan review if there are any proposed changes in the future. The applicant has submitted a site plan with the rezone request.

The site plan shows a three story building with a total of 99,900 SF, 33,300 SF on each floor. The building will have a 3,500 SF unloading garage for customers to unload their items inside. A drive is located to the north of the unloading garage and wraps around the north and west side of the building to allow for safe and organized unloading route for customers. The site plan shows 11 regular parking stalls and also 9 truck stalls along Tower Park Drive. The parking required for a storage facility is 1 parking stall per two employees, and the applicant has indicated that there would be less than 4 employees, so parking requirements will be

met.

The Business Park designation will work to allow an aesthetically pleasing professional office, commercial, and compatible industrial park setting. The area designated for Business Park locates on the Future Land use Map, contained within the Comprehensive Plan, direct such developments along major entryways into the community to allow for proper design of traffic movements as well as promotes such land for development. This area located along San Marnan Drive near US Highway 20 would appear to be an appropriate area for Business Park development.

In 2004, when the property was rezoned to “R-4, R-P”, neighbors expressed concerns regarding traffic, noise and the types of businesses that would be located in the area. The applicant has indicated that the proposed project is an entirely indoor storage facility with a well-designed building that will have the appearance of professional offices as opposed to a typical storage facility. The applicant also noted that the other similar facilities typically average about 20 vehicles per day visiting the site, so it would appear the facility would generate a low amount of traffic for the area.

**STAFF ANALYSIS –  
SUBDIVISION  
ORDINANCE:**

There is no platting required as a part of this request to rezone.

**STAFF  
RECOMMENDATION:**

Therefore, staff recommends that the request to rezone approximately 2.267 acres of land from “R-4, R-P” Planned Multiple Residence District to “B-P” Business Park District be approved for the following reasons:

1. It would appear that rezoning the land to “B-P” Business Park District would not have a negative impact upon the surrounding area.
2. The request is located within the primary growth area and can be served by the extension of existing utilities in the area.
3. The request would be in conformance with the Future Land Use map and Comprehensive Plan for the area.

Subject to the following condition:

1. That the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, parking, landscaping, drainage, etc.



# Green Acres Storage - Tower Park Drive - Waterloo, Iowa



1 : Green Acres Storage  
Waterloo, Iowa - 02:03:2015

Proposed Building





















January 30, 2015

Seth Green  
Green Acres Storage  
550 Lindale Drive  
Marion IA 52302

Subject: Green Acres Storage Facility 2126 Holliday Drive Dubuque, Iowa

Mr. Green,

This letter is written in reference to your request for a summary of our professional interaction as it regards development of your storage facility in Dubuque in 2012.

In February of 2012 you and Steven Smith rezoned the property at 2126 Holliday Drive from PC Planned Commercial to C-3 General Commercial zoning district. Both the Zoning Advisory Commission and City Council approved your request.

Subsequent to the rezoning you and your engineering firm, Buesing and Associates, submitted a site plan as required. The site plan was complete and well drafted and included a robust landscape plan and detailed storm water management measures as per the City's Unified Development Code requirements. A building permit for the project was issued on July 12, 2012. The building was erected in a timely fashion and the site plan provisions have all been completed. The landscaping is especially attractive and exceeds the City's requirements.

In short, Mr. Green, you have complied with all City requirements in a timely, professional and courteous fashion and have been a pleasure to work with. I believe that yours is an attractive, well designed and built facility that contributes to the citizens of Dubuque and the local economy. Thank you.

Guy Hemenway  
Assistant Planner



Planning and Development  
1225 6<sup>th</sup> Avenue, Suite 210  
Marion, Iowa 52302

January 30, 2015

To Whom It May Concern,

I am writing in regards to Mr. Seth Green and Green Acres Storage. Mr. Green built his storage facility here in Marion in 2007 and completed an addition in 2014. The business is very attractive, secure and well managed. Mr. Green has been great to work with over the years and very responsive to any concerns or issues that are identified on his property; taking care of most concerns himself before they become a concern of the City. The storage facility is attractive, the security system is maintained and the operation is lighted appropriately. The grounds are attractive and well-kept; and the building, both inside and out is immaculate. In my opinion there is a right way to conduct business and a wrong way, both which may be successful; however when conducting business in the right way you are not only successful but respected in the community; Mr. Green is respected in the community.

While I cannot speak directly to the proposed location or any zoning concerns associated with the project in Waterloo; I can speak to the professionalism of Mr. Green. He will do what he says or agrees to do and will work with the City to ensure that his operation is attractive, well-kept and highly regarded in the community.

On a personal note, I not only worked with him when he brought his business to Marion, but I have also rented both vehicles and mini storage facilities from him. The vehicles I rented were very clean and in great condition; and, the units were secure, safe and very well kept.

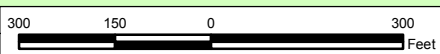
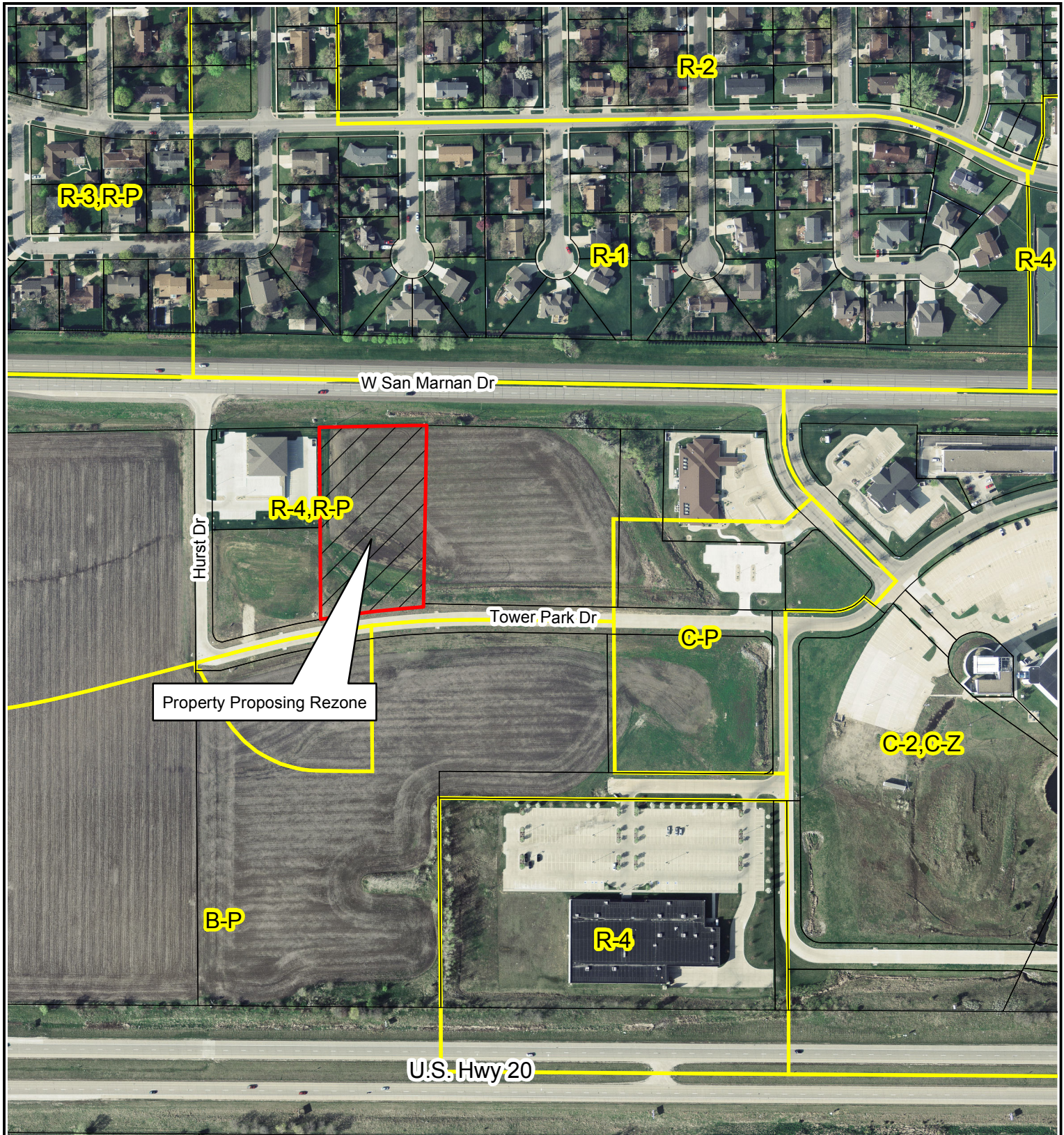
If you have and questions or comments regarding Mr. Green or his business operations in Marion please do not hesitate to contact me at 319-743-6321.

Sincerely,

Thomas D. Treharne, AICP  
Planning and Development Director



City of Waterloo Planning, Programming and Zoning Commission  
February 3, 2015



East of 4015 Hurst Drive  
Rezone "R-4, R-P" to "C-P"  
Green Acres Storage, LLC.



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

**1. APPLICATION INFORMATION:**

- a. Applicant's name (please print): Green Acres Storage LLC  
Address: 550 Lindale Drive Phone: 319-377-8000 Fax: 319-373-2800  
City: Marion State: Iowa Zip: 52302
- b. Status of applicant: (a) Owner ☐ (b) Other ☐ (CHECK ONE): If other explain: \_\_\_\_\_
- c. Property owner's name if different than above (please print): KLK Properties LLC  
Address: 3510 Kimball Avenue Phone: 319-234-5000 Fax: 319-291-7000  
City: Waterloo State: Iowa Zip: 50702

**2. PROPERTY INFORMATION:**

- a. General location of property to be rezoned: Lot #3 Parcel # 881309201027  
2.267 Acres; 98,750.52 sq. ft. Waterloo, Iowa
- b. Legal description of property to be rezoned: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. Dimensions of Proposed Zoning Boundary (Excluding Right of Way): 2.267 Acres
- d. Area of Proposed Zoning Boundary (Excluding Right of Way): 98,750.52 sq. ft.
- e. Current zoning: \_\_\_\_\_ Requested zoning: \_\_\_\_\_
- f. Reason(s) for rezoning and proposed use(s) of property: To accommodate  
Storage and truck rental
- 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 rezoning request).

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

Signature of Applicant

Date

Signature of Owner

Date

**GREEN ACRES STORAGE, LLC**  
**Semi-Truck Addendum**

This Addendum is made to a Monthly Rental Agreement dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Green Acres Storage, LLC as "Owner" and \_\_\_\_\_ as "Occupant."

WHEREAS, Owner generally does not permit semi-trucks to access the Facility; and

WHEREAS, Owner will make an exception to its policy regarding semi-trucks if all of the following conditions are met.

IT IS, THEREFORE, AGREED that the Rules and Regulations applicable to the Monthly Rental Agreement are modified to provide as follows:

"Occupant may enter the Facility with a semi-truck and trailer provided Occupant meets the following conditions:

1. Occupant and truck Owner must contact Owner to set up an exact appointment for truck entry.
2. The appointment must be at the exact time as scheduled.
3. Semi-truck cannot exceed sixty-two feet (62') in length, bumper to bumper.
4. Semi-truck access is \_\_\_\_\_ between the hours of \_\_\_\_ p.m. to \_\_\_\_ p.m. No access on Saturday without an appointment.
5. The Occupant must meet semi-truck at the Facility upon arrival and check-in with office to discuss any policy on how to enter the Facility and dock area with the semi-truck. The driver of the truck must show proper identification and register with the office prior to entering with the truck. Occupant must be present to open the dock door for the semi-truck operator.
6. Occupant shall be liable to Owner for all damages caused by the semi-truck while on the Facility.
7. The semi-truck must not block access and use of the Facility by other patrons of the Facility and cannot block normal access, and if others are waiting, may only use the dock for 1 hour.

I have read this policy and agree to adhere to all the terms and conditions. I further agree that Green Acres Storage may deny Occupant's trucking company access if all of these conditions are not met. This Addendum shall expire and the Rental Agreement or Rules and Regulations and terms shall return to full force and effect on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ or if indicated here \_\_\_\_, then the Addendum shall expire on the last day of Occupant's tenancy at the Facility.

**"Owner"**  
**GREEN ACRES STORAGE, LLC**

**"Occupant"**

By: \_\_\_\_\_  
Its: Authorized Agent  
Date Signed: \_\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Semi-Truck Owner Name: _____	Insurance Company Name: _____
Trucking Company: _____	Policy No: _____
PUCO #: _____	Telephone No: _____

# CITY OF WATERLOO

## Council Communication

Resolution approving the request of Heartland Homes of Cedar Valley, LLC for tax exemptions on the construction of four (4) new 12-plex apartment buildings valued at \$4,000,000 for the property located at 4002, 4004, 4006 and 4008 University Avenue and located within the Consolidated Urban Revitalization Area (CURA).

**City Council Meeting:** 2/9/2015

**Prepared:** 2/1/2015

### ATTACHMENTS:

Description	Type
❑ Application, Legal and Map	Backup Material

### SUBJECT:

Resolution approving the request of Heartland Homes of Cedar Valley, LLC for tax exemptions on the construction of four (4) new 12-plex apartment buildings valued at \$4,000,000 for the property located at 4002, 4004, 4006 and 4008 University Avenue and located within the Consolidated Urban Revitalization Area (CURA).

Submitted by:

Submitted By: Noel Anderson, Community Planning & Development Director

Recommended Action:

Resolution approving CURA application from Heartland Homes of Cedar Valley, LLC for the construction of four (4) new 12-plex apartment buildings located at 4002, 4004, 4006 and 4008 University Avenue, Waterloo, Iowa 50701, Valued at \$4,000,000 and authorize Mayor and City Clerk to execute said documents.

Summary Statement:

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 Residential property under the Consolidated Urban Revitalization Area.

Expenditure Required: N/A

Source of Funds: N/A

Policy Issue: CURA

Alternative: N/A

Background Information: N/A





For Office Use Only

Received by: AM

Staff to date stamp and make a copy for applicant

PLANNING & ZONING COMM.  
RECEIVED  
JAN 30 2015  
AM  
WATERLOO, IOWA

## 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 1<sup>st</sup> 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: Heartland Homes of Cedar Valley LLC SIGNATURE: [Signature]  
ADDRESS: 1025 Peoples Sq, Waterloo IA 50602  
TELEPHONE: 319-233-6981 DATE: 1-30-15

A. What is the Address of the property being improved? 4002/4004/4006/4008 University Ave

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

see attached

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)?

4 - 12 plex buildings

D. City of Waterloo Building and Inspections Department Information:

Permit Number: \_\_\_\_\_ Date permit was issued: 10/20/14 Total permit(s) valuation: 930,000 for each bldg

E. What was the cost of the improvement? 4,000,000

F. Estimated or actual date of completion of these improvements? Aug 2015

G. 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

CITY OF WATERLOO

APPROVED \_\_\_\_\_ DATED: \_\_\_\_\_ RESOLUTION NO: \_\_\_\_\_

DENIED \_\_\_\_\_

BLACK HAWK COUNTY ASSESSOR

APPROVED \_\_\_\_\_ DATED: \_\_\_\_\_

DENIED \_\_\_\_\_

T.J. Koenigsfeld  
Black Hawk County Assessor

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.

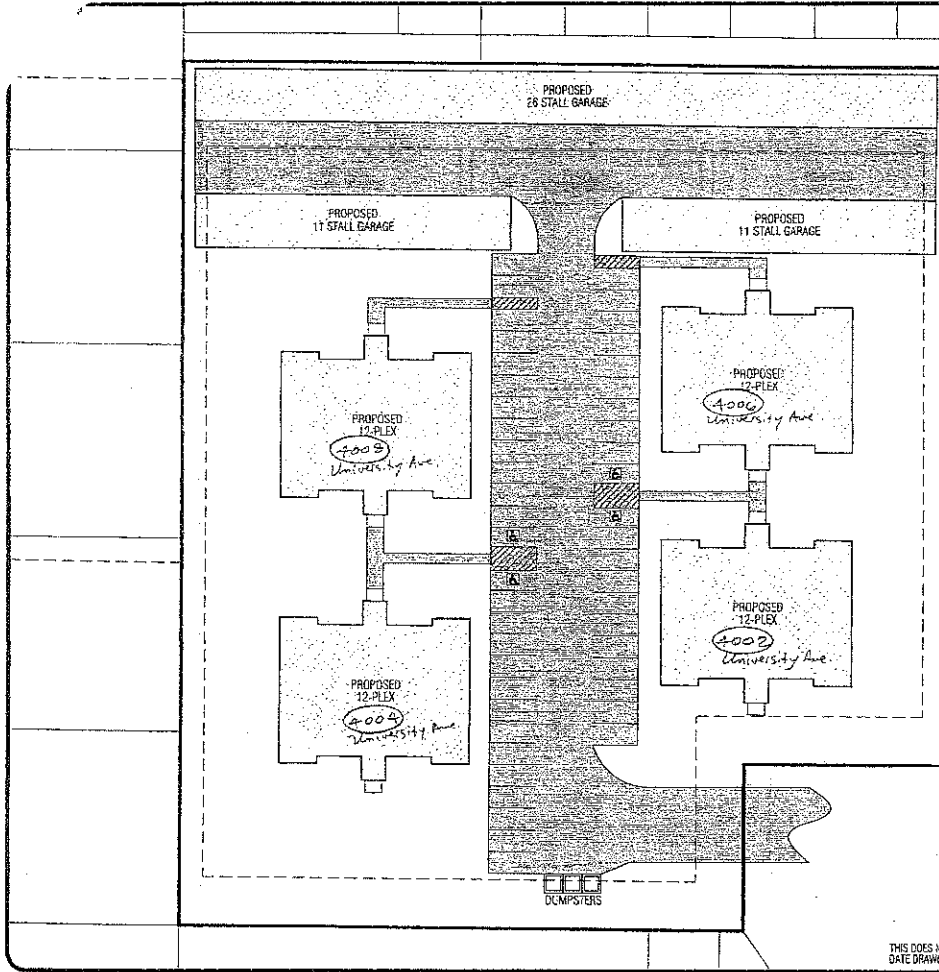
### EXHIBIT "A"

Lots 1, 2 and 8, Centennial Second Addition, Black Hawk County, Iowa, except those parts of said Lots lying within the following description:

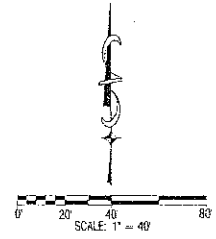
Commencing at an iron pin (with LS Enp 3362) found, said pin being at the Northeasterly Corner of Lot 2 of Centennial Addition: thence S89°13'44"W along the Northerly line of said Lot 2, 201.15 feet to an iron pipe found at the Northwest corner of said Lot 2 and the Point of Beginning; thence S00°10'36"W, along the West line of said Lot 2, 60.34 feet to an iron pipe found; thence S00°01'03"W, along the West line of Lot 1 of said Centennial Addition 152.37 feet to an iron pin found, said pin also marks the Northeasterly Right-of-Way line of U.S. Highway 218 (University Avenue); thence N73°34'03"W, along said Right-of-Way line 309.71 feet to a point on the West line of Lot 4 of said Centennial Second Addition, which point is 5.70 feet N00°06'31"W of an iron pipe which marks the Original Southwesterly Corner of said lot 4 (the bearing along the Original Southwesterly line of said Lot 4 being N74°35'00"W, a recorded bearing); thence N00°06'31"W along the West line of said Lot 4, 308.01 feet to a point on the South line of Lot 2 of said Centennial Second Addition; thence N89°09'45"W, along said South line 2.55 feet; thence N35°34'55"W along the Northeasterly line of Lot 5 of said Centennial Second Addition 97.35 feet; thence N00°17'11"E 70.00 feet; thence S89°42'49"E, 85.00 feet; thence N00°17'11"E, 300.00 feet; thence S89°26'18"E, 478.54 feet to a Point on the Westerly Right-of-Way line of Progress Avenue; thence S00°17'11"W along said Right-of-Way line, 503.32 feet to the Northeast Corner of Lot 4 of said Centennial Addition; thence N88°58'35"W along the North line of said Lot 4, 201.13 feet; thence S00°17'11"W along the West line of said Lot 4 and Lot 3 124.20 feet to the Northwesterly corner of Lot 2 of said Centennial Addition and the Point of Beginning.

and further except that part lying within Acorn Addition, Waterloo, Black Hawk County, Iowa, A Replat of Part of Lot 1, Centennial Second Addition, Waterloo, Black Hawk County, Iowa

and further except Parcels "C" and "D" of Plat of Survey Doc. #2009-08043 as corrected by Affidavit Doc. #2009-08800.



PRELIMINARY LAYOUT  
OF  
**"12-PLEX UNITS"**  
PART OF "CENTENNIAL SECOND ADDITION"  
WATERLOO, BLACK HAWK COUNTY, IOWA  
MARCH 2014



Hy Vee  
4000 University Ave.

THIS DOES NOT REPRESENT A PLAT OF SURVEY  
DATE DRAWN: 03/13/2014



HELLAND ENGINEERING & SURVEYING, LTD.  
1107 Technology Parkway  
Cedar Falls, Iowa 50613-6951  
(319)-266-0161





## Legend

-  Waterloo City Limits
-  CURA Boundary

Acorn Ln

4002-4008 University Ave

Midway Dr

Progress Ave

University Ave

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

0 100 200 400  
Feet





# CITY OF WATERLOO

## Council Communication

Resolution setting date of public hearing as February 23, 2015 to approve a parking agreement with Agape Rehabilitation Agency, P.C., to lease 19 City owned parking spaces located adjacent to 403-405 Jefferson Street.

**City Council Meeting:** 2/9/2015

**Prepared:** 2/4/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> DRAFT Parking Agreement	Cover Memo

**SUBJECT:** Resolution setting date of public hearing as February 23, 2015 to approve a parking agreement with Agape Rehabilitation Agency, P.C., to lease 19 City owned parking spaces located adjacent to 403-405 Jefferson Street.

Submitted by: Submitted By: Aric Schroeder, City Planner

Recommended Action: Approval

Summary Statement: Agape Therapy has a purchase agreement to buy the property at 403-405 Jefferson Street, which was formerly Midwest One Bank and move their therapy business to the location. The property in question includes approximately 10 parking stalls, but to satisfy the parking needs of the business, they are requesting to lease an additional 19 City owned parking spaces located adjacent to the property in question. A DRAFT copy of the parking agreement has been provided, but staff are working with the applicant on additional revisions to the proposed document. The current version would have the City offer the parking spaces at no charge, but Agape Therapy would be responsible for all snow and ice removal.

Expenditure Required: None

Source of Funds: N/A

Policy Issue: Parking Lease

**PARKING AGREEMENT**

This Parking Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2015, by and between Agape Rehabilitation Agency, P.C., d/b/a Agape Therapy ("Agape") and the City of Waterloo, Iowa ("City").

**RECITALS**

- A. Agape is the owner, or is under contract to become the owner in the near future, of real property located at 403-405 Jefferson Street, Waterloo, legally described as Lot 6, Block 6, Original Plat on the West Side of the Cedar River, Waterloo, Iowa (the "Agape Property").
- B. City is the owner of abutting parcels in said Block 6 on which are located concrete-paved parking spaces consisting of 10 spaces on the Northeasterly side of the Agape Property and 9 spaces on the Southeasterly side of the Agape Property (collectively, the "Spaces").
- C. The parties desire to set forth the terms on which Agape will make use of the Spaces.

**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. **Use of Spaces.** City agrees to allow Agape and "Authorized Users" (employees, vendors, contractors, patients and other invitees) permitted use of City Lot A and use of City Lot B during business hours, in exchange for snow removal and ice management. The spaces shall be available for public use after Agape's normal business hours.
2. **Care and Maintenance.** Agape takes the Spaces and will make use of same in their as-is condition. Agape shall be responsible for all snow removal and for ice control when conditions warrant and will regularly pick up and properly dispose of any litter or debris. City will not be responsible to provide any services or security for the benefit of Agape or Authorized Users with respect to the Spaces. Agape agrees to cooperate with City in scheduling any work of repair, replacement or improvement that City deems reasonably necessary.
3. **Term.** This agreement shall commence on June 1, 2015 and shall continue until either party delivers to the other no less than ninety (90) days' advance written notice of termination.
4. **Insurance.** Agape shall procure and maintain property damage and general liability insurance in minimum coverage levels of \$1,000,000 per occurrence, naming City as an additional insured. Any such policy shall provide for no less than thirty (30) days' advance

written notice to City before cancellation. Proof of insurance shall be delivered to City no later than the date of execution of this Agreement, and a renewal certificate shall be provided to City prior to expiration of any policy.

5. **Indemnity.** Agape agrees to indemnify and hold harmless City from and against any and all claims, demands, causes of action, costs, damages and liabilities of any type of nature whatsoever, including but not limited to reasonable attorney's fees and expenses, whether sounding in tort or contract, whether existing at law or in equity, arising from or in any way connected with use of the Spaces and associated driving and pedestrian areas by Authorized Users or by any person claiming through or under Agape or an Authorized User.

6. **General.** The parties agree that this Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified except in a written instrument signed by both parties. This Agreement is binding on the parties and their respective heirs, personal representatives, successors and assigns. Time is of the essence of this Agreement.

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

AGAPE REHABILITATION AGENCY,  
P.C., d/b/a Agape Therapy

CITY OF WATERLOO, IOWA

By: \_\_\_\_\_  
Deb Iehl, President

By: \_\_\_\_\_  
Ernest G. Clark, Mayor

Attest: \_\_\_\_\_  
Suzy Schares, City Clerk



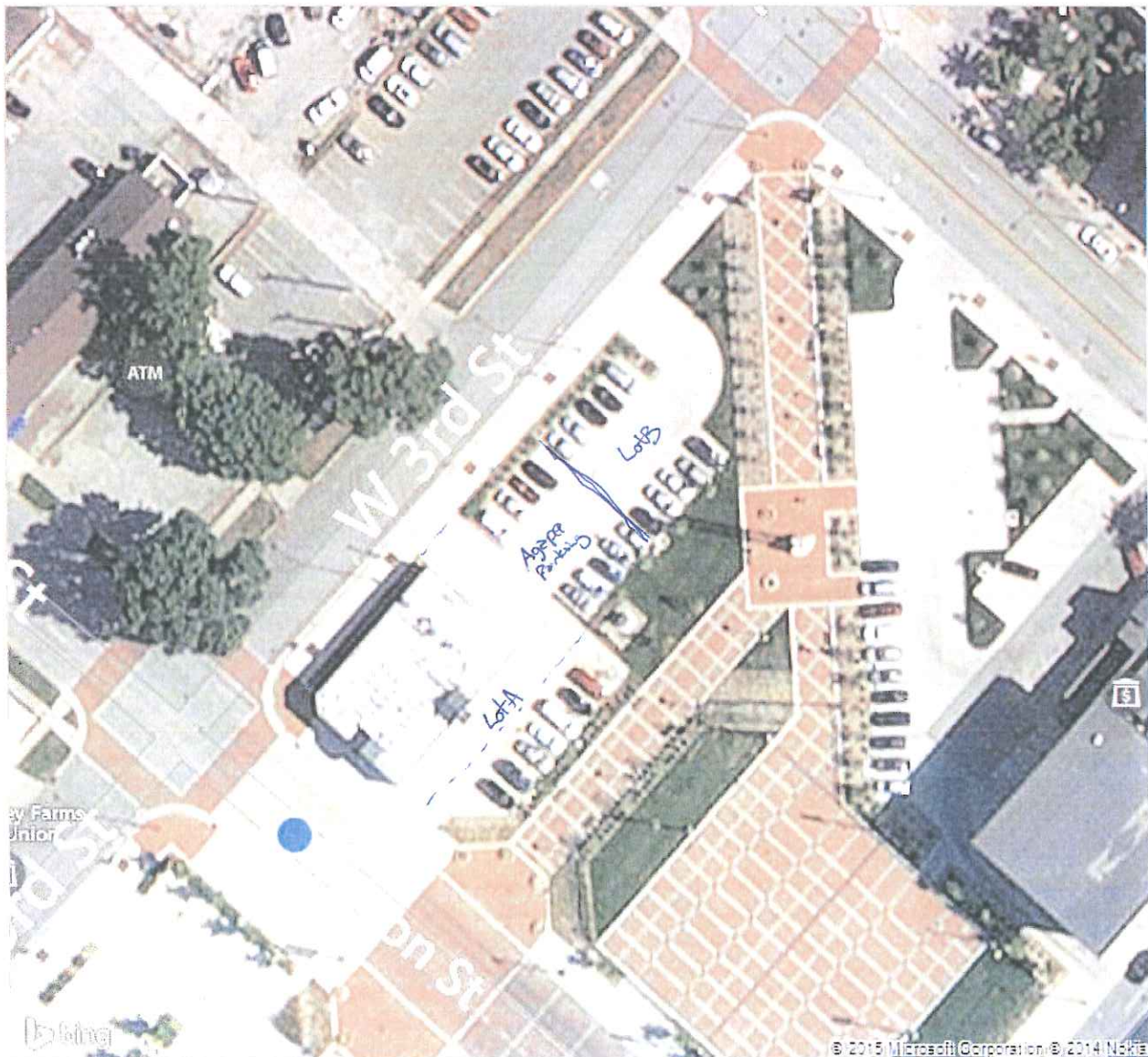
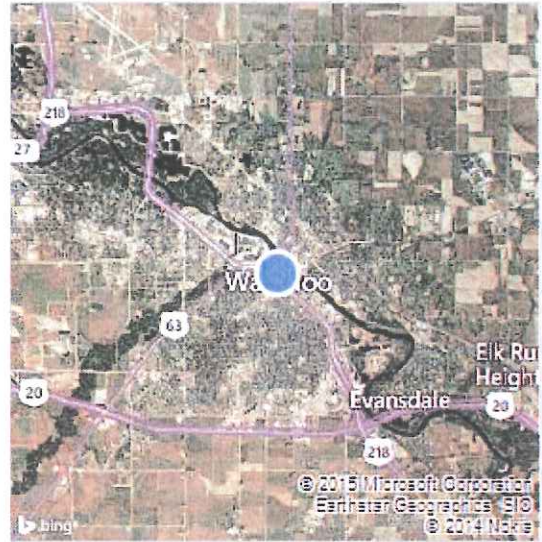


405 Jefferson St, Waterloo, IA 50701

My Notes



On the go? Use [m.bing.com](http://m.bing.com) to find maps, directions, businesses, and more





# CITY OF WATERLOO

## Council Communication

Resolution approving Notice of Discontinuation from NPDES Coverage Under General Permit No. 2 to the Iowa Department of Natural Resources in conjunction with F.Y. 2014 Orange School Sanitary Sewer Extension, Contract No. 816; and authorize Mayor to execute said document.

**City Council Meeting:** 2/9/2015

**Prepared:** 1/30/2015

**SUBJECT:**

Resolution approving Notice of Discontinuation from NPDES Coverage Under General Permit No. 2 to the Iowa Department of Natural Resources in conjunction with F.Y. 2014 Orange School Sanitary Sewer Extension, Contract No. 816; and authorize Mayor to execute said document.

Submitted by:

Submitted By: Jamie Knutson, PE, Associate Engineer

Background Information:

This document is required by the DNR when stabilization of the project site has been obtained.

# CITY OF WATERLOO

## Council Communication

Resolution approving award of contract to Benton's Sand and Gravel of Cedar Falls, Iowa, in the amount not to exceed \$514,955.64 in conjunction with F.Y. 2015 Geraldine Road - Phase III, Contract No. 871.

**City Council Meeting:** 2/9/2015

**Prepared:** 1/30/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> recommendation letter	Cover Memo

**SUBJECT:** Resolution approving award of contract to Benton's Sand and Gravel of Cedar Falls, Iowa, in the amount not to exceed \$514,955.64, in conjunction with F.Y. 2015 Geraldine Road - Phase III, Contract No. 871.

Submitted by: Submitted By: Jeff Bales, Associate Engineer

Summary Statement: Bids were received and opened on December 11, 2014, and read at the City Council meeting on December 15, 2014. After review of the bids, it's being recommended that the award of the contract be made to Benton's Sand and Gravel.

Expenditure Required: \$514,955.64

Source of Funds: 50% RISE Funds and 50% Local Option Sales Tax (\$257,477.82)



# CITY OF WATERLOO, IOWA

## COMMUNITY DEVELOPMENT

620 Mulberry Street, Carnegie Annex • Waterloo, IA 50703 • (319) 291-4429 Fax (319) 291-4431

January 23, 2015

Mayor  
BUCK  
CLARK

### MEMORANDUM

COUNCIL  
MEMBERS  
.....

TO: Jeff Bales, Associate City Engineer *R.D.J.*  
FROM: Rudy D. Jones, Community Development Director  
RE: Geraldine Road Construction Project – Phase III

DAVID  
JONES  
Ward 1

CAROLYN  
COLE  
Ward 2

PATRICK  
MORRISSEY  
Ward 3

QUENTIN M.  
HART  
Ward 4

RON  
WELPER  
Ward 5

TOM  
LIND  
At-Large

STEVE  
SCHMITT  
At-Large

After reviewing the bids for the above mentioned project and having an in-depth discussion with James Snodgrass of Benton's Sand and Gravel, the apparent low and responsible bidder, it has been determined that even though there is no TSB/MBE/WBE subcontractor participation, a good faith effort was made. Having worked with Mr. Snodgrass on other projects in the past, he has been a very good partner. We agreed that all parties will continue to diligently work at not only improving the pre-bid efforts to solicit participation, but also secure participation. If you have any questions, please give me a call at 291-4429.

Thanks.

RDJ:an

Cc: Perry Goodman



CITY WEBSITE: [www.cityofwaterlooia.com](http://www.cityofwaterlooia.com)

WE'RE WORKING FOR YOU!

An Equal Opportunity/Affirmative Action Employer

# CITY OF WATERLOO

## Council Communication

Motion approving Change Order No. 3 for a net increase \$7,274.17 for the LaPorte Road Pumping Station and Force Main, Contract No. 847.

**City Council Meeting:** 2/9/2015

**Prepared:** 2/3/2015

<b>SUBJECT:</b>	<u>Motion approving Change Order No. 3 for a net increase \$7,274.17 for the LaPorte Road Pumping Station and Force Main, Contract No. 847.</u>
Submitted by:	<u>Submitted By: Larry N. Smith, Waste Management Services Superintendent</u>
Recommended Action:	Motion approving Change Order #3 for a net increase of \$7,274.17 for the LaPorte Road Pumping Station and Force Main Contract No. 847.
Summary Statement:	Final contract amount for this project is \$414,622.93
Source of Funds:	Sewer Bonds

# CITY OF WATERLOO

## Council Communication

Motion approving Change Order No. 3 for a net increase of \$75,950.09 for the F.Y. 2014 W. Airline Highway Rehabilitation, Contract No. 827; and authorize the Mayor and City Clerk to execute said document.

**City Council Meeting:** 2/9/2015

**Prepared:** 2/3/2015

**SUBJECT:**

Motion approving Change Order No. 3 for a net increase of \$75,950.09 for the F.Y. 2014 W. Airline Highway Rehabilitation, Contract No. 827; and authorize the Mayor and City Clerk to execute said document.

Submitted by:

Submitted By: Dennis Gentz, PE, Assistant City Engineer

Summary Statement:

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 an increase to the total project cost.

Source of Funds:

Local Option Sales Tax Funds

# CITY OF WATERLOO

## Council Communication

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Iowa Erosion Control, Inc., of Victor, Iowa, at a total cost of \$1,188,925.98, for the F.Y. 2014 W. Airline Highway Rehabilitation, Contract No. 827.

**City Council Meeting:** 2/9/2015

**Prepared:** 2/3/2015

**SUBJECT:**

Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Iowa Erosion Control, Inc., of Victor, Iowa, at a total cost of \$1,188,925.98, for the F.Y. 2014 W. Airline Highway Rehabilitation, Contract No. 827.

Submitted by:

Submitted By: Eric Thorson, PE, City Engineer

Iowa Erosion Control, Inc. has completed the above referenced project in accordance with the plans and specifications.

Summary Statement:

Transmitted also to the Clerk's Office is the Maintenance Bond that guarantees the maintenance of this improvement for a period of two (2) years.

Source of Funds:

Local Option Sales Tax Funds

# CITY OF WATERLOO

## Council Communication

Resolution approving Completion of Project and Recommendation of Acceptance of work performed by Municipal Pipe Tool Company, LLC of Hudson, Iowa in the amount of \$679,390.87 for the Sanitary Sewer Improvements Service Areas No. 15 and 16 - Phase I, Contract No. 866 and receive and file two (2) year maintenance bond.

**City Council Meeting:** 2/9/2015

**Prepared:** 2/3/2015

**SUBJECT:**

Resolution approving Completion of Project and Recommendation of Acceptance of work performed by Municipal Pipe Tool Company, LLC of Hudson, Iowa in the amount of \$679,390.87 for the Sanitary Sewer Improvements Service Areas No. 15 and 16 - Phase I, Contract No. 866 and receive and file two (2) year maintenance bond.

Submitted by:

Submitted By: Larry N. Smith, Waste Management Services Superintendent

# CITY OF WATERLOO

## Council Communication

Resolution authorizing the Police Department to apply for a Governor's Traffic Safety Bureau Grant for the period of October 1, 2015 to September 30, 2016.

**City Council Meeting:** 2/9/2015

**Prepared:** 2/2/2015

<b>SUBJECT:</b>	<u>Resolution authorizing the Police Department to apply for a Governor's Traffic Safety Bureau Grant for the period of October 1, 2015 to September 30, 2016.</u>
Submitted by:	<u>Submitted By: Joe Liebold, Captain of Police Services</u>
Recommended Action:	Grant permission to apply for the GTSB Grant for the period of October 1, 2015 to September 30, 2016.
Summary Statement:	We have received this grant for the past several years. The funds are dedicated to traffic enforcement, training and equipment.
Expenditure Required:	There are no matching funds required for this grant. The award amount is determined by September 2015.
Source of Funds:	<b>Governors Traffic Safety Bureau/National Highway Traffic Safety Administration.</b>
Policy Issue:	None
Alternative:	None
Background Information:	We have been involved with this program for several years. The funds provide for increased video recording equipment, training and enforcement of impaired driving. A reduction in impaired driving greatly increases the safety of our community.



# CITY OF WATERLOO

## Council Communication

Resolution authorizing the City Clerk to certify against certain parcels unpaid snow removal, weed mowing and lot clean-ups.

**City Council Meeting:** 2/9/2015

**Prepared:** 2/3/2015

### ATTACHMENTS:

Description	Type
 assessments apr-nov 2014	Cover Memo

**SUBJECT:** Resolution authorizing the City Clerk to certify against certain parcels unpaid snow removal, weed mowing and lot clean-ups.

Submitted by: Submitted By: Larry N. Smith, Waste Management Services Superintendent

Recommended Action: Requesting Council approval to certify unpaid invoices of snow removal, weed mowing and lot cleanups to the property owner's taxes through black Hawk County for payment. These invoices are dated April 2014-November 2014 in the amount of \$68,394.85

# CITY OF WATERLOO

## Council Communication

Resolution approving request by Otto and Kim Maclin of Anacapa Associates, LLC to cancel development agreement, and rescind Resolution No. 2014-919 for the sale of 506 Reed Street. All obligations contained in bid packet will be cancelled except the \$1,000 escrow fee paid by Otto and Kim Maclin to be retained by the City.

**City Council Meeting:** 2/9/2015

**Prepared:** 1/28/2015

<b>SUBJECT:</b>	<u>Resolution approving request by Otto and Kim Maclin of Anacapa Associates, LLC to cancel development agreement, and rescind Resolution No. 2014-919 for the sale of 506 Reed Street. All obligations contained in bid packet will be cancelled except the \$1,000 escrow fee paid by Otto and Kim Maclin to be retained by the City.</u>
Submitted by:	<u>Submitted By: Noel Anderson, Community Planning &amp; Development Director</u>
Recommended Action:	To cancel development agreement and rescind Resolution 2014-919 authorizing the sale of 506 Reed Street to Otto and Kim Maclin of Anacapa Associates, LLC.
Summary Statement:	<p>As you may be aware 506 Reed Street was acquired through Iowa Code 657A and has been deemed sound enough for rehabilitation. Staff received one bid from Otto and Kim Maclin in the amount of \$10,100. Mr. and Mrs. Maclin have excellent backgrounds in construction; specifically rehabilitation of dilapidated homes. However, there project manager for the project has recently become medically unable to continue as there lead person for all of there projects. Therefore, Mr. and Mrs. Maclin have asked to be released from there agreement with the City of Waterloo.</p> <p>The property had not been transferred to Mr. and Mrs. Maclin prior to being notified of the medical emergency nor had the development agreement been recorded.</p>
Expenditure Required:	N/A
Source of Funds:	N/A
Policy Issue:	Sale of 657A Properties
Alternative:	N/A
Background Information:	Staff has been working to find a new buyer to complete the rehabilitation of the property but has been unsuccessful and anticipate demolition the property.