

**THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA,  
REGULAR SESSION TO BE HELD AT  
THE HAROLD E. GETTY COUNCIL CHAMBERS  
Monday, February 2, 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

Kent Shankle, Director of Cultural & Arts Commission

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

**Minutes of January 26, 2015, Regular Session, as proposed.**

**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. 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.

Submitted By: Suzy Schares, City Clerk/HR Director

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.

Submitted By: Travis Nichols, Facilities/Project Manager

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 the property located at 1856 Forest Ave., and located within the Consolidated Urban Revitalization Area (CURA).

Submitted By: Noel Anderson, Community Planning & Development Director

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 the property located at 1445 Arbor Ln., and located within the Consolidated Urban Revitalization Area (CURA).

Submitted By: Noel Anderson, Community Planning & Development Director

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).

Submitted By: Noel Anderson, Community Planning & Development Director

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).

Submitted By: Noel Anderson, Community Planning & Development Director

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).

Submitted By: Noel Anderson, Community Planning & Development Director

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).

Submitted By: Noel Anderson, Community Planning & Development Director

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

a. **Lt. Al Carrier**

Class/Meeting: 2015 Iowa Employment Conference

Destination: Altoona, IA

Dates: 4/22/15 - 4/23/15 Amount not to exceed: \$420.00

b. **Sgt. A. Farmer & P.O. B. Walter**

Class/Meeting: CDR Operators/CDR Analysis and Applications Class

Destination: Nashville, TN

Dates: 3/22/15 - 3/28/15 Amount not to exceed: \$2,920.00

c. **Lt. Greg Fangman**

Class/Meeting: Police Staff and Command School

Destination: Marshalltown, IA

Dates: 10/5/15 - 2/12/16 Amount not to exceed: \$11,240.00

d. **Mohammad Elahi, Traffic Engineer**

Class/Meeting: Systems Engineering for Signal Systems Including Adaptive Control

Destination: Ames, IA

Dates: 2/25/15 - 2/26/15 Amount not to exceed: \$210.00

e. **Jason Hernandez & David Meiser, Medical Officers**

Class/Meeting: EMS Today Conference 2015

Destination: Baltimore, MD

Dates: 2/24/15 - 3/1/15 Amount not to exceed: \$2,840.40

2. **LIQUOR LICENSES**

a. **Dollar General #7136, 66 E. Tower Park Drive**

Class: C Beer, B Wine

Renewal Application Includes Sunday

Expiration Date: 2/29/16

b. **BH Club, 910 West 5th Street**

Class: C Liquor

Renewal Application Includes Sunday

Expiration Date: 1/12/16

c. **The Times Sports Bar & Grill, 213 E. 5th Street**

Class: C Liquor

New Application Includes Sunday

Expiration Date: 1/25/16

d. **Dollar General #4698, 2935 Logan Avenue**

Class: C Beer, B Wine

Renewal Application Includes Sunday

Expiration Date: 2/29/16

e. **New Star, 315 Fletcher Ave.**

Class: E Liquor, B Wine, C Beer

New Application Includes Sunday

Expiration Date: 1/31/16

3. **APPOINTMENTS**

a. **Candy Streed**

Board/Commission: Main Street Waterloo Redevelopment Authority

Expiration Date: 12/31/16

New Appointment

b. **John Molseed**

Board/Commission: Main Street Waterloo Redevelopment Authority

Expiration Date: 12/31/16

New Appointment

c. **John Hayes**

Board/Commission: Main Street Waterloo Redevelopment Authority

Expiration Date: 12/31/15

Re-Appointment

d. **Mike Butler**

Board/Commission: Main Street Waterloo Redevelopment Authority

Expiration Date: 12/31/15

Re-Appointment

e. **Steve Sinnott**

Board/Commission: Main Street Waterloo Redevelopment Authority

Expiration Date: 12/31/17

Re-Appointment

f. **Andy Abbott**

Board/Commission: Main Street Waterloo Redevelopment Authority

Expiration Date: 12/31/17

New Appointment

g. **Shaylin Girsch**

Board/Commission: Main Street Waterloo Redevelopment Authority

Expiration Date: 12/31/17

Re-Appointment

h. **Richard Jaacks**

Board/Commission: Design Review Board

Expiration Date: 2/2/18



New Appointment

i. **M. Brad Condon**

Board/Commission: Board of Adjustment

Expiration Date: 2/2/20

New Appointment

j. **Sherryl Newton**

Board/Commission: Main Street Waterloo Redevelopment Authority

Expiration Date: 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.

## **PUBLIC HEARINGS**

### **2. Animal Control Services for the City of Waterloo**

Hearing cancelled due to no bids being received.

Submitted By: Sandie Greco, Traffic Operations Superintendent

## **RESOLUTIONS**

3. 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.

Submitted By: Larry Smith, Waste Management Services Superintendent

4. 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.

Submitted By: Aaron Buzza, Executive Director of Waterloo Convention & Visitors Bureau

5. 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.

Submitted By: Dennis Gentz, PE, Assistant City Engineer

6. 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.

Submitted By: Phillip Schuppert, Storm Water Specialist

7. 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.

Submitted By: Noel Anderson, Community Planning & Development Director

8. 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.

Submitted By: Noel Anderson, Community Planning & Development Director

9. 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.

Submitted By: Noel Anderson, Community Planning & Development Director

10. 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.

Submitted By: Noel Anderson, Community Planning & Development Director

### **OTHER COUNCIL BUSINESS**

11. **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.**

Submitted By: Craig Clark Building Official/Maintenance Administrator

### **ORAL PRESENTATIONS**

#### **ADJOURNMENT**

***Motion to adjourn.***

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

### **MEETINGS**

4:30 p.m. Council Work Session, Harold E. Getty Council Chambers

4:55 p.m. Boards and Commissions Committee, Harold E. Getty Council Chambers

5:00 p.m. Human Resources Committee, Harold E. Getty Council Chambers

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

### **PUBLIC INFORMATION**

1. Waterloo Housing Authority Board meeting minutes of January 15, 2015 on file in the City Clerk's office.

January 26, 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, January 26, 2015. Mayor Ernest G. Clark in the Chair. Roll Call: Cole, Jones, Schmitt, Lind, Morrissey, Welper, and Hart.

Moment of Silence.

Pledge of Allegiance: Sheryl McGovern, Library Director.

144067 - Hart/Schmitt

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

144068 - Hart/Schmitt

that the Minutes, as proposed, for the Regular Session on Tuesday, January 20, 2015, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

Mayor Clark read a Proclamation declaring January 25-31, 2015 as "Catholic Schools Week."

CONSENT AGENDA

144069 - Hart/Schmitt

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 January 26, 2015, in the amount of \$2,976,213.04, 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. 2015-51.

2. Resolution preliminarily approving specifications, bid documents, etc., and setting date of bid opening as February 12, 2015 and the date of public hearing as February 16, 2015 for Turf Maintenance Equipment; 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. 2015-52.

3. Resolution approving an Order Accepting Acknowledgment/Settlement Agreement and check for \$300.00 from Tobacco Outlet Plus, 1803 La Porte Road for the sale of tobacco to minor violation.

Resolution adopted and upon approval by Mayor assigned No. 2015-53.

4. Resolution approving an Order Accepting Acknowledgment/Settlement Agreement and check for \$300.00 from Casey's General Store, 1604 La Porte Road for the sale of tobacco to minor violation.

Resolution adopted and upon approval by Mayor assigned No. 2015-54.

5. Resolution approving the request of Pamela Ann Cochran for tax exemptions on the construction of a new twin home valued at \$150,000 for property located at 5906 Summerland Dr., and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-55.

6. Resolution approving the request of Samira & Nisuet Bolic for tax exemptions on the construction of a new home valued at \$300,000 for property located at 1916 Paloma Pl., and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-56.

- 7. Resolution approving the request of Adam Smith for tax exemptions on the construction of a new home valued at \$193,887 for property located at 1514 Hummingbird Circle, and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-57.

- 8. Resolution approving the request of Ben Buckley for tax exemptions on the construction of a new single family home valued at \$575,000 for property located at 4646 West 4th St., and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-58.

- 9. Resolution approving the request of Don and Fran Page for tax exemptions on the construction of a new twin home valued at \$150,000 for property located at 5493 Summerland Dr., and located in the City Limits Urban Revitalization Area (CLURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-59.

- 10. Resolution approving the request of Michael Hoy for tax exemptions on the construction of a kitchen and bath remodel valued at \$18,000 for property located at 335 Almond St., and located within the Consolidated Urban Revitalization Area (CURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-60.

- 11. Resolution approving the request of Chastity Thomas for tax exemptions on the construction of a new single family home valued at \$130,000 for property located at 923 Lafayette St., and located within the Consolidated Urban Revitalization Area (CURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-61.

- 11. Resolution approving the request of George & Sharlene Schmitz for tax exemptions on the construction of a new detached garage valued at \$26,600 for property located at 1309 Logan Ave., and located within the Consolidated Urban Revitalization Area (CURA).

Resolution adopted and upon approval by Mayor assigned No. 2015-62.

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. Bob Ball, Chief Building Inspector	Wisconsin Commercial Building Code Refresher	Madison, Wisconsin	02/15/2015 - 02/18/2015	\$1,185.00
b. Investigator Hesse	Canvassing, Search and Recovery Strategies for Abducted Children	Council Bluffs, Iowa	02/09/2015 - 02/12/2015	\$610.00
c. Larry Smith, Waste Management Superintendent	18th Annual IAWEA Maintenance Conference	Ankeny, Iowa	02/03/2015 - 02/04/2015	\$365.00

2.

Approved Beer, Liquor, and Wine Applications				
Name & Address of Business	Class	New or Renewal	Expiration Date	Includes Sunday
a. Wishbone 201 W. 18th Street	Class C Liquor, Outdoor Service, Catering	Renewal	01/31/16	X
b. Sac's Neighborhood Pub 2000 Hawthorne Avenue	Class C Liquor	Renewal	01/31/16	X

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

Appointee	Board/Commission	Expiration Date	New or Re-Appointment
Gene Leonhart	General Contractors Board	01/26/2018	New Appointment

Nancy Bamsey	Leisure Services Commission	03/01/2018	Re-Appointment
Edward Ottesen	Design Review Board	01/26/2018	New Appointment
Carol Dietz	Plumbing Board of Licensing, Examiners and Appeals	01/23/2018	Re-Appointment
Marvin Spencer	Leisure Services Commission	03/01/2015	Re-Appointment
Randy Waschkat	Plumbing Board of Licensing, Examiners and Appeals	01/10/2018	Re-Appointment
Michael C. Dennis	Memorial Hall Commission	12/31/2017	Re-Appointment

Roll call vote-Ayes: Seven. Item 1.A.6: Ayes: Six. Abstention: One (Lind). Motion carried.

Mayor Clark recognized the new appointees.

PUBLIC HEARINGS

144070 - Schmitt/Hart

that proof of publication of notice of public hearing on Adoption of Multi-Jurisdictional Hazard Mitigation Plan for Black Hawk County, Iowa, as published in the Waterloo Courier on January 16, 2015, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

144071 - Schmitt/Hart

that the hearing be closed. Voice vote-Ayes: Seven. Motion carried.

144072 - Schmitt/Hart

that "Resolution adopting the Multi-Jurisdictional Hazard Mitigation Plan for Black Hawk County, Iowa", be adopted. Roll call vote-Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2015-63.

144073 - Hart/Schmitt

that proof of publication of notice of public hearing on Phase II CIP Pipe Lining Project, Contract No. 876., as published in the Waterloo Courier on January 9, 2015, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

144074 - Hart/Schmitt

that the hearing be closed. Voice vote-Ayes: Seven. Motion carried.

144075 - Hart/Schmitt

that "Resolution confirming approval of plans, specifications, form of contract, etc. in conjunction with Phase II CIP Pipe Lining Project, Contract No. 876", be adopted. Roll call vote-Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2015-64.

144076 - Hart/Schmitt

that "Resolution ordering construction in conjunction with Phase II CIP Pipe Lining Project, Contract No. 876", be adopted. Roll call vote-Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2015-65.

144077 - Hart/Schmitt

to receive, file and instruct City Clerk to read bids and refer to Waste Management Superintendent for review. Voice vote-Ayes: Seven. Motion carried.

Bidder	Bid Security	Bid Amount
Paul Govoni Hydro-Klean, Inc. 333 NW 49 <sup>th</sup> Place Des Moines, IA 50313	5%	\$1,500,363.25
Tom Qualls SAK Construction, LLC 864 Hoff Rd. OFallon, MO 63366	5%	\$1,782,725.35
Mitchell Hoeft Insituform Technologies USA, LLC 4080 Idaho Ave N. Crystal, MN 55427	5%	\$1,548,548.80
Visu-Sewer, Inc. W230 N4855 Betker Dr Pewaukee, WI 53072	5%	\$1,588,910.90
Municipal Pipe Tool Co., LLC 515 Fifth Street PO Box 398 Hudson, IA 50643	5%	\$1,471,353.90

RESOLUTIONS

144078 - Cole/Morrissey

that "Resolution approving award of bid for Two (2) Ford F-350 Pickup Trucks for Leisure Services Department to Bill Colwell Ford of Hudson, Iowa in the amount of \$67,272", be adopted. Roll call vote-Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2015-66.

144079 - Cole/Morrissey

that "Resolution approving award of bid for One (1) Heavy Duty Chipper for the Leisure Services Department to Ditch Witch of Omaha, Nebraska in the amount of \$68,454", be adopted. Roll call vote-Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2015-67.

144080 - Cole/Morrissey

that "Resolution approving Construction Plans for Sanitary Sewer serving Summerland Condos North First Addition, as submitted by Helland Engineering & Surveying LTD, of Cedar Falls, Iowa, and Sewage Treatment Agreement DNR Form 29 (Nov 00) with the Department of Natural Resources and the final acceptance of construction plans subject to the review and acceptance by the DNR; and authorize Mayor to execute said agreement", be adopted. Roll call vote-Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2015-68.

144081 - Cole/Morrissey

that "Resolution approving Construction Plans for Sanitary Sewer serving Summerland Condos South, as submitted by Helland Engineering & Surveying LTD, of Cedar Falls, Iowa, and Sewage Treatment Agreement DNR Form 29 (Nov 00) with the Department of Natural Resources and the final acceptance of construction plans subject to the review and acceptance by the DNR; and authorize Mayor to execute said agreement", be adopted. Roll call vote-Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2015-69.

144082 - Morrissey/Cole

that "Resolution approving Waterloo Convention and Visitors Bureau Event/Capital Project Grant Application for improvements at the Byrnes Tennis Center; and authorize the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2015-70.

144083 - Morrissey/Cole

that "Resolution approving Acceptance of Improvements of the Hammond Hills Sixth Addition (Paving) performed by K. Cunningham Construction Co., Inc., of Cedar Falls, Iowa, and (Sanitary Sewer & Storm Sewer) performed by Stickfort Construction Co., of Hudson, Iowa; and receive and file two-year Maintenance Bond from both contractors", be adopted. Roll call vote-Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2015-71.

144084 - Morrissey/Cole

that "Resolution approving the request by Robson Homes, Inc for the 7-lot Final Plat of Prairie Meadow Estates, generally located east of Mourning Dove Drive", be adopted. Roll call vote-Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2015-72.

144085 - Schmitt/Hart

that "Resolution approving Amendment to Supplemental Agreement No. 4 with Ament, Inc., of Waterloo, Iowa, through a Memorandum of Understanding Agreement, in conjunction with additional plan development services for the F.Y. 2014 Kimball Avenue Transportation Improvements, Contract No. 843; and authorize Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2015-73.

144086 - Schmitt/Hart

that "Resolution approving a Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application to hire three (3) additional firefighters; and authorize Mayor to sign said application", be adopted. Roll call vote-Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2015-74.

144087 - Schmitt/Hart

that "Resolution approving award of contract to Failor Hurley Construction of Waterloo, Iowa for the Waterloo Center for the Arts Restroom Renovation in the amount \$195,340.00", be adopted. Roll call vote-Ayes: Seven.

Resolution adopted and upon approval by Mayor assigned No. 2015-75.

ORDINANCES

144088 - Lind/Hart

that "an Ordinance amending the City Code 3-1-6 (After Hours Establishment) and renumber the newly amended 3-1-6 as 3-3-3", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

Dan Trelka, Director of Safety Services, explained that Code Enforcement inspections were also added to the draft ordinance.

144089 - Lind/Hart

that rules requiring ordinances to be considered and voted for passage at two prior meetings be suspended. Roll call vote-Ayes: Seven. Motion carried.

144090 - Lind/Hart

that "an Ordinance amending the City Code 3-1-6 (After Hours Establishment) and renumber the newly amended 3-1-6 as 3-3-3", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven.

Ordinance adopted and upon approval by Mayor assigned No. 5263.

144091 - Welper/Hart

that "an Ordinance repealing Title 3, Chapter 3, Section 3 (3-3-3): Shooting Galleries, in its entirety", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

144092 - Welper/Hart

that rules requiring ordinances to be considered and voted for passage at two prior meetings be suspended. Roll call vote-Ayes: Seven. Motion carried.

144093 - Welper/Hart

that "an Ordinance repealing Title 3, Chapter 3, Section 3 (3-3-3): Shooting Galleries, in its entirety", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven.

Ordinance adopted and upon approval by Mayor assigned No. 5264.

OTHER COUNCIL BUSINESS

144094 - Hart/Schmitt

that Change Order #1 resulting in a decrease of \$2,000 from Lehman Trucking for the demolition of 1423 Hawthorne Street, 421 Almond Street, 717 Vinton Street, 1013 Lincoln Street, and 1135 Magnolia Parkway, be received, placed on file and approved. Voice vote-Ayes: Seven. Motion carried.

Mr. Morrissey questioned if the Waterloo Historical Society is invited to the dilapidated housing meetings.

Mayor Clark explained that they are not invited but that could be changed.

ORAL PRESENTATIONS

David Dryer, 3145 W. 4<sup>th</sup> Street, questioned how a home at 519 E. 3<sup>rd</sup> Street will remain historical as it is being turned into a duplex. He spoke in opposition to the SAFER grant being used to hire additional firefighters. He expressed concern with transparency.

Mayor Clark explained that the remodel project on 519 E. 3<sup>rd</sup> Street will go to the Board of Adjustment prior to being approved.

Mr. Schmitt explained the process for the SAFER grant employees.

Jim Chapman, 224 Bertch, expressed concern with the oral comments time limit enforcement.

144095 - Hart/Schmitt

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

ADJOURNMENT

144096 - Hart/Schmitt

that the Council adjourn at 5:56 p.m. Voice vote-Ayes: Seven. Motion carried.

\_\_\_\_\_  
Suzy Schares, CMC  
City Clerk/Human Resource Director



# CITY OF WATERLOO

## Council Communication

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.

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

**Prepared:** 1/28/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> RFP	Backup Material

### SUBJECT:

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.

Submitted by: Submitted By: Suzy Schares, City Clerk/HR Director

Recommended Action: Approve the specifications, etc. and taking of bids, and set the date of bid opening and hearing

Summary Statement: The scope of work includes all aspects of managing the parking ramps, City owned lots, and parking enforcement.

Expenditure Required: Unknown

Source of Funds:

Policy Issue: N/A

Alternative: N/A

Background Information:



# **City of Waterloo**

## **Request For Proposals**

### **PARKING MANAGEMENT SERVICES**

#### **I. OVERVIEW**

The City of Waterloo is seeking proposals from qualified parking management firms to manage, operate and maintain all on-street parking, four (4) surface parking facilities and four (4) structured parking facilities along with any future facilities. Through this RFP the City also desires to improve the delivery of parking services to the downtown core and general public.

#### **II. EXISTING PARKING SYSTEM AND OPERATING DYNAMICS**

- A. On-street parking: Within downtown, there are 830 on-street parking meters with time zone restrictions of \$0.50 per hour and a 30-minute minimum.
- B. Off-street parking: the City has four (4) surface parking lots (see Exhibit A) that consist of leased and metered stalls. There are 10-hour meters at \$0.25 per hour and 2 to 4-hour meters at \$.50 per hour. The City also has two (2) structured parking facilities (see Exhibit A) with leased stalls ranging from \$35 to \$55 per month along with two (2) structured parking facilities (see Exhibit A) which have ticket-in/cashiers-out systems with a rate of \$1 for the first hour and \$0.50 per hour after that.
- C. Parking fines: Parking overtime fines are \$10 within 30 days or \$15 thereafter. Current operation of parking enforcement is done by PEOs using hand written tickets and on-foot patrol.

#### **III. SCOPE OF SERVICES and SUBMITTAL REQUIREMENTS**

- A. General: The intent of the RFP is to assess and evaluate each respondent's capabilities and the proposed approach and methodology. Each respondent must address each of the following items:
  - 1. Cover Letter – a letter signed by a principal or authorized representative whom can make legally binding commitments on behalf of the entity.
  - 2. Experience – A profile of the respondents experience and history respective to the general scope of services outlined below, including references.
  - 3. Plans and Proposals – Submit a narrative description for the following items:
    - a. **Management Plan:**  
A proposed management plan to include: staffing, accounting and logistics. The management plan should include a base monthly management fee and any alternative pricing/costs.
    - b. **Operations Plan:**  
Describe in detail the proposed operations plan for the system and each individual facility. This should include an operating proposal generally consistent with existing conditions (as-is) and an alternative proposal that would incorporate technology upgrades (upgrade).

Other items that should be addressed in the Operations Plan:

- i. Technology – The City would like to explore options and costs associated with transitioning to and integrating multi-space pay systems into the appropriate facilities. Additionally, the City would like to explore options and costs for signage/wayfinding upgrades and a web-based permitting/payment system.
- ii. Monthly and Hourly Permit System – Note that the existing system will accommodate hourly parking in certain lots where attendants are present and monthly parking and permit issuance is handled manually, inclusive of billing and collections. The ‘upgrade’ plan should include a system that allows customers to pay with credit or debit cards and should explore a web-based permitting system.
- iii. Validation Program (hourly) – The City would like to explore options to be able to validate parking.
- iv. Enforcement – In addition to development of an enforcement plan for off-street facilities and on-street enforcement.
- v. Security – Operator will be responsible for recommending, supervising and providing security for the City Facilities twenty-four (24) hours per day, seven (7) days per week, fifty-two (52) weeks per year, with costs of said security being charged as an operating expense. City shall be responsible for reviewing the recommendations of the Operator on security levels and for determining the level of security in the facilities.
- vi. Equipment – All existing equipment (gates, ticket spitters, attendant booths, etc.) are owned by the City. Under an ‘upgrade’ scenario, the City is open to exploring other arrangements for the necessary technology and improvements.
- vii. Data Collection and Monitoring – The City has recognized the need for a continual and consistent data management program to track both on-street and off-street parking space utilization. Under an ‘as-is’ scenario, the City will be pursuing manual counts within the off-street facilities on a quarterly basis. In terms of an ‘upgrade’ scenario, the City seeks the ability to more closely monitor and collect data on space utilization and peak periods.
- viii. Maintenance and Utilities – As generally outlined below.

Contractor Responsibilities:

- Service and repairs for all parking facility equipment (gates, ticket spitters, etc.)
- Snow removal to occur within 48 hours
- Sand and salt (as needed) in winter months
- Striping (at least once per year)
- Sweeping – Twice per year or as necessary
- Cleaning – This includes any windows, stairwells, lobbies, signage or any areas or amenities within the facility, as needed.
- Landscaping and trash removal (both within the facility and adjacent boulevards) – Weekly
- Monitoring lights, signs, mechanically operated doors, security equipment, floor and roof drainage systems, ventilation equipment, carbon monoxide detectors, sump pumps, floor drains, etc. – Daily
- Comprehensive General Liability Insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition and/or operation of the Facilities in amounts of

not less than \$500,000 combined single limit coverage with \$1,000,000 umbrella policy and property damage.

City Responsibilities:

- Utilities and related services and cost (electricity, heat, water, etc.)
- Elevator maintenance, building improvement and general building repairs light bulbs, etc.
- Hauling of snow will be done by City of Waterloo.

**c. Transition and Implementation Plan:**

A detailed transition plan should be submitted to include a schedule for implementation for both scenarios (as-is and upgrade). The 'upgrade' scenario should include a proposal to transition facilities to a technology solution. As part of the 'upgrade' proposal, at minimum, the following is expected in addition to a breakdown of estimated costs.

- i. Assistance with selection of new equipment;
- ii. Assistance with bidding;
- iii. Construction management for implementation and installation;
- iv. Facility management during construction activity.

**d. Facilities Improvement Plan:**

As part of the Operations Plan or as part of this sub-heading, describe any improvements that need to be made as a result of the proposed management and operations plan.

**e. Recommendation Plan:**

Describe any improvements or system modifications that your company would propose in order to improve facilities and/or the operating performance of the system. Any suggested improvements or modifications should be clearly described and if applicable, estimated costs should be included.

**IV. RFP SCHEDULE AND PROCESS**

- A. Submittal: Proposals will be accepted up until 1:00 p.m. on March 5, 2015. Proposals should be directed to the following address:

City of Waterloo  
Attention: City Clerk's Office  
715 Mulberry Street  
Waterloo IA 50703

- B. Schedule of Dates:

Pre-Proposal Meeting and Facility Tour	February 18, 2015 at 1:00 p.m.
Deadline for Proposal Submission	March 5, 2015 at 1:00 p.m.
Public Hearing	March 9, 2015 at 5:30 p.m.
Review Proposals	Week of March 16th
Interviews / Contract Negotiation	Last two weeks of March
City Council Approval	April
Contract Start Date	July 1, 2015

- C. Pre-Proposal Meeting and Facility Tour: Prior to the proposal submission deadline, the City will schedule and conduct a pre-proposal meeting and facility tour for any interested parties. This meeting will take place on February 17<sup>th</sup> at 1:00 p.m. on the 2<sup>nd</sup> floor of City Hall. The pre-proposal meeting will include an opportunity for questions and answers.
- D. Selection Committee: The City of Waterloo staff and appointed committee members will review and make recommendation to the Building and Grounds Committee for the RFP. Final review and any contract approval will be completed by the City Council.
- E. Criteria: It is the City's intent to contract with one (1) firm to provide Parking Management Services as set forth herein. The City of Waterloo intends to award the service contract to the firm which best meets the City's needs. The City seeks the firm that will provide the most beneficial opportunity to improve management, customer service and the financial performance of the on and off-street parking system. Respondents may be asked to provide additional information. The following criteria shall apply:
  - 1. Experience and Qualifications of the Operator
    - a. Experience managing municipal / public parking systems
    - b. Experience upgrading systems to utilize technology (multi-space pay systems in particular or other similar solutions)
    - c. Experience coordinating construction, bidding and implementation of improvements
  - 2. Operator Approach / Methodology
    - a. Management Plan, Operations Plan, Transition Plan and Improvement Plan – and overall comprehensiveness in terms of an approach that will accommodate parking system enhancements and improve the delivery of parking services in the downtown core with consideration to operating costs and system revenues.
  - 3. Cost of Services

**V. RFP TERMS / CONDITIONS**

- A. The City reserves the right to reject any or all proposals. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, as a minimum, applicable provisions of the Request for Proposals and any City requirements for agreements and contracts. The City reserves the right to negotiate any part of the Contractors RFP that best suits the need of the City.

**VI. CONTRACT TERMS**

- A. The City is contemplating a contract for a term of three (3) years with an option to extend.

**VII. EXHIBITS**

**Exhibit A – Parking lot and ramp map locations**

**VIII. DOCUMENTS AND ADDITIONAL INFORMATION**

**2008 Parking Study upon request  
AECOM Parking Repairs Summary Report 2012**

# CITY OF WATERLOO

## Council Communication

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.

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

**Prepared:** 1/23/2015

### ATTACHMENTS:

Description	Type
❑ RFP Riverfront Sports Park #7-#8 Field Lighting Project	Backup Material

### SUBJECT:

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.

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 February 26, 2015 and date of hearing as March 2, 2015

Summary Statement:

This project provides for field lighting on #7 and #8 diamonds at Riverfront Sports Park.

Expenditure Required:

\$145,000 (based on past lighting projects for Leisure Services)

Source of Funds:

BHCGA Grant of \$90,000, hail damage insurance funds and G.O. bond funds

Policy Issue:

N/A

Alternative:

N/A

Background Information:

This lighting project will allow for better scheduling and safer playing conditions at Riverfront Sports Park.

PROJECT MANUAL FOR:

## **RIVERFRONT SPORTS PARK #7-#8 FIELD LIGHTING 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  
General Conditions  
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



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

**NOTICE OF PUBLIC HEARING**

**On Proposed Specifications and the**

**NOTICE TO BIDDERS**

**RIVERFRONT SPORTS PARK #7-#8 FIELD LIGHTING PROJECT**

**NON-MANDATORY PRE-BID CONFERENCE**

10:00 a.m., February 17, 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 **Thursday, February 26, 2015 until 1:00 p.m.**, for the **RIVERFRONT SPORTS PARK #7-#8 FIELD LIGHTING PROJECT**.

**OPENING OF BIDS**

All proposals received for **RIVERFRONT SPORTS PARK #7-#8 FIELD LIGHTING PROJECT** will be opened in the First Floor Conference Room in City Hall, Waterloo, Iowa on **Thursday, February 26, 2015, at 1:00p.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 **RIVERFRONT SPORTS PARK #7-#8 FIELD LIGHTING PROJECT at 5:30 p.m. on Monday, March 2, 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 **RIVERFRONT SPORTS PARK #7-#8 FIELD LIGHTING PROJECT** in accordance with these plans and specifications.

**CONTRACT PERIOD**

The work shall be completed no later than **October 31, 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,

\_\_\_\_\_  
Suzy Schares, City Clerk

## **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.

## **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

**RIVERFRONT SPORTS PARK #7-#8 FIELD LIGHTING 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 Danes Complex, located on Movilla Street, in accordance with International Building Code and any applicable code and local ordinances.

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:**

Interested parties must provide and install a pre-selected, pre-aimed, pre-wired, fully functional Musco lighting system. This system will consist of eight light assemblies to include footings, poles and pre-assembled luminaires.

**Underground electrical and switchgear is to be supplied under a separate contract.**

- A. Manufacturer's Instructions: Written instructions for the installation of the sports lighting equipment shall be provided by the manufacturer. The contractor shall review the instructions prior to beginning installation and review any areas of concern with the manufacturer. **(See Attached Instructions)**
- B. Installation of Equipment: Contractor shall install lighting equipment per manufacturer's stated requirements to ensure lighting performance is achieved.
- C. Manufacturer Representative: A qualified representative from Musco Lighting shall be available to provide installation guidance if required by the contractor.
- D. Handling of Equipment: The lighting equipment shall be handled in an appropriate manner to ensure safe installation and prevent damage to the equipment. Repair or replacement of damaged component shall be the responsibility of the installing contractor.
- E. Rigging: Use the appropriate rated web fabric slings to lift components into position. Chains or cables shall not be allowed due to potential failure and damage to components.

**Selected Lighting System**

**Musco Light Structure Green™ System delivered to the site**

- (8) Pre-cast concrete bases with integrated grounding
- (8) Galvanized steel poles
- Electrical component enclosures
- Pole length wire harness
- (32) Factory-aimed and assembled luminaires

- Control Link® Control & Monitoring System for flexible control and solid management of the lighting system
- Lighting Contactors sized for 480 Volt three phase

### **Warranty**

- Guaranteed constant light levels of 50 foot-candles infield, 30 foot-candles outfield for 25 years
- One group re-lamp at the end of the lamps' rated life, 5000 hours
- Musco Constant 25™ product assurance and warranty program that eliminates 100% of maintenance costs for 25 years, including labor and materials

### **Musco Lighting Representative**

Jason Shillig  
P.O. Box 260  
2107 Stewart Rd.  
Muscatine, Iowa 52761  
1.800.754.1205 ext. 4724  
Jason.shillig@musco.com

### **START DATE**

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

### **COMPLETION DATE**

**All work shall be completed by OCTOBER 31, 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  
**RIVERFRONT SPORTS PARK #7-#8 FIELD LIGHTING 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 **RIVERFRONT SPORTS PARK #7-#8 FIELD LIGHTING PROJECT** in accordance with the contract documents and for the total price for work in place for the following amount:

**TOTAL BID PRICE:**

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

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.

6. The Prime Contractor and Subcontractor(s), which have performed an aggregate of \$10,000.00 in work for the City in the current calendar year, are prepared to submit an AAP or Update and an EOC, within ten (10) days of notification that the bid submitted is lowest and acceptable.
7. The Bidder has received the following Addendum or Addenda:

Addendum No. \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 \_\_\_\_\_                      \_\_\_\_/\_\_\_\_/\_\_\_\_  
 \_\_\_\_\_                      \_\_\_\_/\_\_\_\_/\_\_\_\_

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 subcontractors listed on this proposal and/or submitted to the Contract Compliance Officer cannot be changed except for the following reasons.

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

9. The Bidder has filled in all blanks on this proposal. Those blanks not applicable are marked "none" or "NA".

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: \_\_\_\_/\_\_\_\_/\_\_\_\_

**(To be submitted by the Bidder only upon request of the City of Waterloo, Iowa.)**

**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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name of Bidder

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn

deposes and says that she/he is \_\_\_\_\_ of

\_\_\_\_\_  
Name of Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this \_\_\_day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission will expire \_\_\_\_\_, 20\_\_\_\_.

**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 **RIVERFRONT SPORTS PARK #7-#8 FIELD LIGHTING 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 of prices in said subcontractor's proposal, or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Waterloo, Iowa, or any person interested in the proposed Contract;
- 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 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 the property located at 1856 Forest Ave., and located within the Consolidated Urban Revitalization Area (CURA).

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

**Prepared:** 1/23/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Application, Deed and Map	Backup Material

**SUBJECT:** 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 the property located at 1856 Forest Ave., 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 Sidik Dautovic for the construction of an addition to a single family home located at 1856 Forest Ave., Waterloo, Iowa 50702, Valued at \$38,000 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: Legal Description: Lot No. Two Hundred Ninety-three (293) in "Kenwood Park" in the City of Waterloo.



For Office Use Only  
 Received by: \_\_\_\_\_  
 Staff to date stamp and make a copy for applicant

**CONSOLIDATED URBAN REVITALIZATION AREA**

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

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

1. At least a 10% improvement to the value of the residential property. At least a 15% improvement to the value of commercial property if a building was previously on the site. If commercial property was previously vacant, all actual value added by the improvements is eligible for tax exemption.
2. Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
3. This application must be filed with City prior to the 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: SIDIK DAUTOVIC SIGNATURE: Sidik Dautovic  
 ADDRESS: 1856 Forest Av  
 TELEPHONE: 319-464-6241 DATE: \_\_\_\_\_

A. What is the Address of the property being improved? 1856 Forest Av, Waterloo, IA 50701

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?)

bedroom bathroom closet

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. X 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)?

22' x 23' adition

D. City of Waterloo Building and Inspections Department Information:

Permit Number: 2287 Date permit was issued: Apr 2014 Total permit(s) valuation: 38,000

E. What was the cost of the improvement? 38,000

F. Estimated or actual date of completion of these improvements? Feb. 1, 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

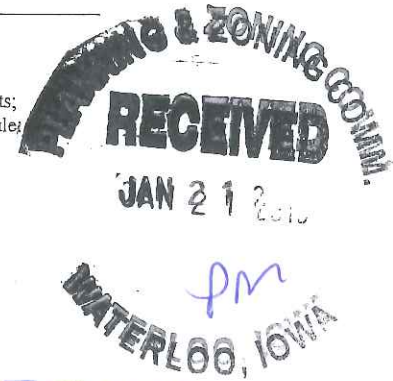
BLACK HAWK COUNTY ASSESSOR

\_\_\_\_ 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.



IOWA TITLE & ESCROW SERVICES

Preparer Information Charles P. Augustine, 531 Commercial Street, Ste 700, Waterloo, (319) 232-3304  
Individual's Name Street Address City Phone



Address Tax Statement : Sidik Dautovic  
1856 Forest Ave., Waterloo, Iowa

SPACE ABOVE THIS LINE FOR RECORDER

WARRANTY DEED - JOINT TENANCY

For the consideration of One and no/100 Dollar(s) and other valuable consideration,  
~~Sharon J. Dautovic, Single~~ Sharon J Thorp and Brian A Thorp, wife and husband

do hereby Convey to  
Sidik Dautovic and Elvira Dautovic

as Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in Black Hawk County, Iowa:

Lot No. Two Hundred Ninety-three (293) in "Kenwood Park" in the City of Waterloo, Iowa.

Subject to easements, restrictions, covenants, ordinances and limited access provisions of record.

REV 100.80

REAL ESTATE TRANSFER TAX PAID 124  
\$ 100.80 STAMP #  
PATRICIA S. SASS  
RECORDER 100  
8/13/02 BLACK HAWK  
DATE COUNTY

STATE OF IOWA, SS  
BLACK HAWK CO.  
13 AUG 2002  
Patricia S. Sass  
Deputy

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

STATE OF IOWA, Dated: August 9, 2002 ←

BLACK HAWK COUNTY, ss:

On this 9th day of August, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~Sharon J. Dautovic, Single~~ Sharon J Thorp and Brian A Thorp wife and husband

X Sharon J Thorp  
Sharon J Thorp (Grantor)

Brian A Thorp  
Brian A Thorp (Grantor)

to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

(Grantor)

X Debra K. Dreger  
Debra K. Dreger

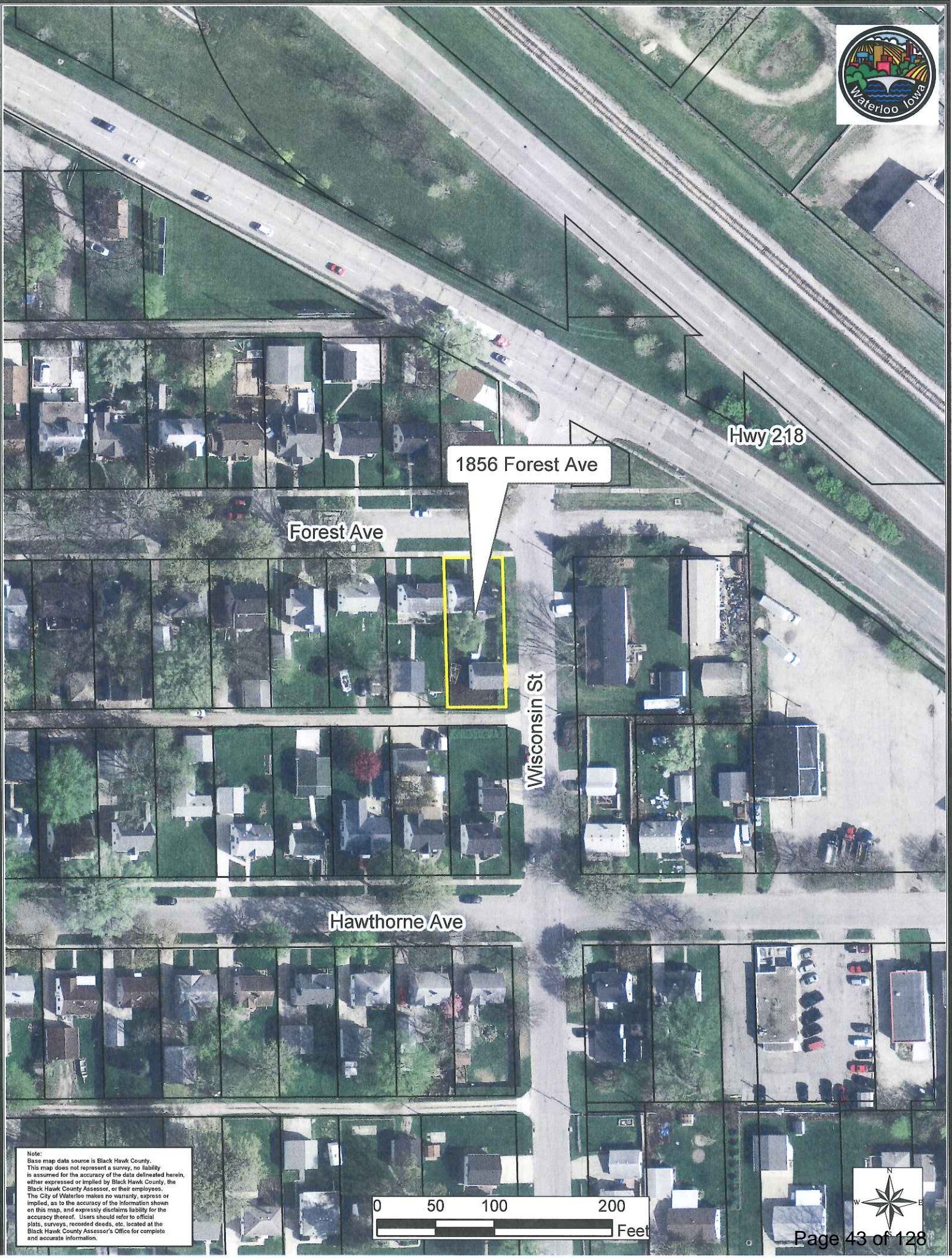
Notary Public

(This form of acknowledgment for individual grantor(s) only)

(Grantor)

RECEIVED  
BLACK HAWK COUNTY  
ASSESSOR





1856 Forest Ave

Forest Ave

Hwy 218

Wisconsin St

Hawthorne 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.





# CITY OF WATERLOO

## Council Communication

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 the property located at 1445 Arbor Ln., and located within the Consolidated Urban Revitalization Area (CURA).

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

**Prepared:** 1/27/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Application, Deed and Map	Backup Material

### SUBJECT:

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 the property located at 1445 Arbor Ln., 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 Steve & Roxanne Droste for the construction of a new single family home and pole building located at 1445 Arbor Ln., Waterloo, Iowa 50707, Valued at \$325,000 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: Legal Description: See Attached





# CONSOLIDATED URBAN REVITALIZATION 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.

PLANNING & ZONING COMM. RECEIVED

JAN 27 2015 AM

WATERLOO, IOWA

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

- 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, the actual value added by the improvements is eligible for tax exemption.
- Be located within the CURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
- 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: Steve & Roxanne Droste SIGNATURE: [Signature]  
 ADDRESS: 1445 ARBOR Lane  
 TELEPHONE: 319-269-0547 DATE: 1-26-15

A. What is the Address of the property being improved? 1445 ARBOR Lane, Waterloo

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

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

C. What was the nature of the improvement(s)?  
new home and pole building

D. City of Waterloo Building and Inspections Department Information:  
Permit Number: WA03912 Date permit was issued: 8-15-13 Total permit(s) valuation: 225,000

E. What was the cost of the improvement? 325,000

F. Estimated or actual date of completion of these improvements? December 20, 2013

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

\_\_\_\_\_  
 Tami McFarland  
 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.



Doc ID: 006192120003 Type: GEN  
Kind: WARRANTY DEED  
Recorded: 06/24/2013 at 12:24:44 PM  
Fee Amt: \$147.80 Page 1 of 3  
Revenue Tax: \$120.80  
Black Hawk County Iowa  
JUDITH A MCCARTHY RECORDER

File **2013-00026793**



### Warranty Deed

(Corporate/Business Entity Grantor)  
THE IOWA STATE BAR ASSOCIATION  
Official Form #335

#### Recorder's Cover Sheet

**Preparer Information:** (Name, address and phone number)

David S. Kelsen, 3265 W. 4th Street, P.O. Box 2394, Waterloo, IA 50704, Phone: (319) 235-7031

**Taxpayer Information:** (Name and complete address)

David S. Kelsen

**Return Document To:** (Name and complete address)

P. O. Box 2394, Watereloo, IA 50704

**Grantors:**

M.E.N.D. LLC

**Grantees:**

Steven N. Droste and Roxanne R. Droste,  
husband and wife, as joint tenants with full  
rights of survivorship and not as tenants in  
common

**Legal description:** See Page 2

**Document or instrument number of previously recorded documents:**

147.80 ✓  
(500 GF)

133099

(22)

File Number: 2013-00026793 Seq: 1

76,000



# Warranty Deed

(Corporate/Business Entity Grantor)

For the consideration of One Dollar(s) and other  
valuable consideration, M.E.N.D. LLC

a(n) a limited liability company organized and existing under  
the laws of Iowa does hereby Convey to Steven N. Droste and  
Roxanne R. Droste, husband and wife, as joint tenants with full rights of survivorship and not as  
tenants in common the following described real estate in Black Hawk County, Iowa:  
See description attached

The title holder, M.E.N.D. LLC, is a manager-managed limited liability company, and in accordance with the Articles of Organization on file with the Iowa Secretary of State, the undersigned Secretary and President are the individual officers and members authorized to execute the Warranty Deed herein, as a transaction in the ordinary course of business.

The grantor hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 6/17/2013

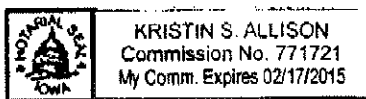
M.E.N.D. LLC  
a(n) a limited liability company

By [Signature]  
Mike Warden, President

By [Signature]  
Jerry D. Chapman, Secretary and Manager

STATE OF IOWA, COUNTY OF BLACK HAWK

This instrument was acknowledged before me on this \_\_\_\_\_  
by Mike Warden  
as President  
of M.E.N.D. LLC



[Signature]  
Kristin S. Allison, Notary Public

STATE OF IOWA COUNTY OF BLACK HAWK

This instrument was acknowledged before me on this June 18, 2013  
by Jerry L. Chapman  
as Secretary and Manager  
of M.E.N.D. LLC



David S. Kelsen  
DAVID S. KELSEN, Notary Public

Exhibit A

The East One-half of the Southeast Quarter of the Northwest Quarter of Section No. 29;

The Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Section No. 29; except the West 25 feet of the South 9 acres thereof; and

The South 1 acre of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of Section No. 29, all in Township No. 89 North, Range No. 12 West of the 5<sup>th</sup> P.M., in the City of Waterloo, Black Hawk County, Iowa; except that part of the Southeast Quarter of the Northwest Quarter of Section No. 29 described as follows:

Beginning at the East line of Bishop Avenue, Waterloo, Iowa, and the North line of the South one acre of the Northwest Quarter of the Southeast Quarter of the Northwest Quarter of said Section No. 29, thence 300.0 feet East along said North line of said one acre; thence 140.0 feet South parallel with the East line of Bishop Avenue; thence 300.0 feet West parallel with the North line of said one acre to the East line of Bishop Avenue; thence 140.0 feet North to the point of beginning.

AND, EXCEPT

Part of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter, Section 29, Township 89 North, Range 12 West, of the 5<sup>th</sup> P.M., in the City of Waterloo, Black Hawk County, State of Iowa.

Beginning at the intersection point of the Southerly line of Northwest Quarter of said Section and the Easterly right of way line of Bishop Avenue, a 50 foot public right of way; thence North 00°00'00" East 590.13 feet along the Easterly right of way line Bishop Avenue to a point 74.19 feet South of the intersection point of the Northerly line of the Southwest Quarter, of the Southeast Quarter, of the Northwest Quarter of said Section and the Easterly right of way line of Bishop Avenue; thence South 89°45'30" East 73.00 feet along a line parallel to the Northerly line of the Southwest Quarter, of the Southeast Quarter, of the Northwest Quarter of said Section to the Centerline of a 80 feet wide Sanitary Sewer and Storm Sewer Easement, recorded in Easement Book 4, Page 106, in the Black Hawk County Recorders Office; thence South 69°32'06" East 114.21 feet along said centerline; thence South 00°00'00" West 550.57 feet along a line parallel to the Easterly right of way line of Bishop Avenue to a point on the Southerly line of Northwest Quarter of said Section; thence North 89°47'06" West 180.00 feet along the Southerly line of Northwest Quarter of said Section to the point beginning, containing 104,084.23 square feet or 2.349 acres.





Bishop Ave

1445 Arbor Ln

Cottage Grove Ave

Dearborn Ave

Note:  
Base map data source is Black Hawk County.  
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# CITY OF WATERLOO

## Council Communication

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).

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

**Prepared:** 1/21/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Application, Deed and Map	Backup Material

**SUBJECT:** 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).

Submitted by: Submitted By: Noel Anderson, Community Planning & Development Director

Recommended Action: Resolution approving the CLURA application from Brian Kennett for the construction of a new twin home located at 1964 Redtail Dr., Waterloo, Iowa 50701, valued at \$125,750, 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 the residential property under the City Limits Urban Revitalization Area Plan.

Expenditure Required: N/A

Source of Funds: N/A

Policy Issue: CLURA

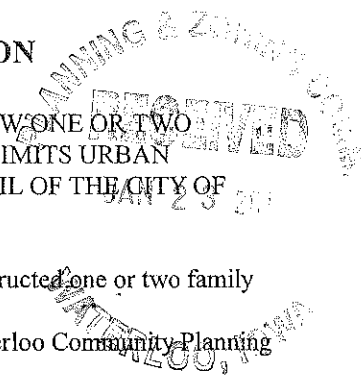
Alternative: N/A

Background Information: Legal Description: Lot 11 in Audubon Park Sixth Addition, Waterloo, Black Hawk County, Iowa.



CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW ONE OR TWO FAMILY DWELLINGS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.



The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed one or two family dwellings (single family homes or duplex/twin homes) that meet the following criteria:

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

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

NAME: Brian Kennett SIGNATURE: [Signature]
ADDRESS: 1964 Redtail Dr
TELEPHONE: 319-361-9251 DATE: 1/23/15

A. What is the Address of the property being improved? 1964 Redtail Dr
What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)
Auburn park 6th addition lot 11

B. What was the nature of the improvement(s)? (must be single family homes or duplex/twin homes to qualify)
twin home

C. City of Waterloo Building and Inspections Department Information:
Permit Number: 2014-0000-3745 Date permit was issued: 3/16/14 Total permit(s) valuation: 125,750

D. What was the cost of the new construction? 125,750

E. Estimated or actual date of completion of this new construction? Feb 28th 2015

CITY OF WATERLOO
APPROVED DATED: RESOLUTION NO:
DENIED

BLACK HAWK COUNTY ASSESSOR
APPROVED DATED:
T.J. Koenigsfeld
Black Hawk County Assessor

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.

Doc ID: 005466300001 Type: GEN  
Kind: WARRANTY DEED  
Recorded: 05/12/2014 at 10:46:00 AM  
Fee Amt: \$72.00 Page 1 of 1  
Revenue Tax: \$60.00  
Black Hawk County Iowa  
JUDITH A MCCARTHY RECORDER  
File 2014-00019909

**Return Document To:** Title Services Corporation, 603 Commercial St., Waterloo, IA 50704  
**Preparer Information:** Charles P. Augustine, 531 Commercial St., Ste. 250, Waterloo, IA 50701, Phone: (319) 232-3304  
**Taxpayer Information:** Brian Kennett and Brenton Kennett  
TSC#142132 2207 Thunder Ridge Blvd Carbon Falls IA 52013

**WARRANTY DEED  
(CORPORATE GRANTOR)**

For the consideration of One and No/100 Dollar(s) and other valuable consideration, **Winchester Farms, Inc.**, a corporation organized and existing under the laws of Iowa does hereby Convey to **Brian M. Kennett and Brenton A. Kennett**, the following described real estate in **Black Hawk County, Iowa**:

60.00

**Lot 11 in Audubon Park Sixth Addition, Waterloo, Black Hawk County, Iowa.**

**Subject to easements, restrictions, covenants, ordinances and limited access provisions of record.**

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be above stated; and it covenants to Warrant and Defend the real estate against the lawful claims of all persons, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, according to the context.

Dated: 5-8-14

By [Signature]  
Robert Claassen, as President of Winchester Farms, Inc.

STATE OF IOWA, COUNTY OF BLACK HAWK, ss:

This instrument was acknowledged before me on the 8<sup>th</sup> day of May, 2014, by Robert Claassen, as President of Winchester Farms, Inc.



[Signature]  
Notary Public

72.00 gm

(12.00)

37,800.00





San Marnan Dr

W 4th St

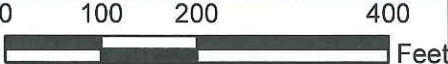
1964 Redtail Dr

Hwy 20

Redtail Dr

Partridge Ln

Note:  
Base map data source is Black Hawk County.  
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# CITY OF WATERLOO

## Council Communication

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).

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

**Prepared:** 1/26/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Application and Map	Backup Material

### SUBJECT:

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).

Submitted by:

Submitted By: Noel Anderson, Community Planning & Development Director

Recommended Action:

Resolution approving the CLURA application from Marcus Pratt for the construction of a new single family home located at 3410 Marigold Dr., Waterloo, Iowa 50701, valued at \$279,000, 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 the residential property under the City Limits Urban Revitalization Area Plan.

Expenditure Required:

N/A

Source of Funds:

N/A

Policy Issue:

CLURA

Alternative:

N/A

Background Information:

Legal Description: Cedar Hills Tract S

Due Feb 1st



CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW ONE OR TWO FAMILY DWELLINGS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed one or two family dwellings (single family homes or duplex/twin homes) that meet the following criteria:

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

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

NAME: Marcus Pratt SIGNATURE: [Signature]
ADDRESS: 3306 Parkridge Rd.
TELEPHONE: 319 269 3649 DATE: 24 Jan 2015

A. What is the Address of the property being improved? 3410 Marigold Dr
What is the Legal Description of the property? (May be available at County Recorder's Office on 2nd floor of the Courthouse)
New Home
Cedar Hills Tract S

B. What was the nature of the improvement(s)? (must be single family homes or duplex/twin homes to qualify)
Single Family Home

C. City of Waterloo Building and Inspections Department Information:
Permit Number: 2014-00007966 Date permit was issued: 08/24/2014 Total permit(s) valuation: \$187,000
permit fee \$1481.20

D. What was the cost of the new construction? \$279,000.00

E. Estimated or actual date of completion of this new construction? April 15th 2015

CITY OF WATERLOO
APPROVED DATED: RESOLUTION NO:
DENIED

BLACK HAWK COUNTY ASSESSOR
APPROVED DATED:
DENIED T.J. Koenigsfeld
Black Hawk County Assessor

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.





3410 Marigold Dr

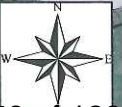
Marigold Dr

Afton Dr

Hwy 218

Memory Ln

Note:  
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# CITY OF WATERLOO

## Council Communication

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).

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

**Prepared:** 1/27/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Application, Deed and Map	Backup Material

**SUBJECT:** 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).

Submitted by: Submitted By: Noel Anderson, Community Planning & Development Director

Recommended Action: Resolution approving the CLURA application from David Pitz for the construction of a new single family home located at 1775 Falcon Ridge, Waterloo, Iowa 50701, valued at \$380,000, 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 the residential property under the City Limits Urban Revitalization Area Plan.

Expenditure Required: N/A

Source of Funds: N/A

Policy Issue: CLURA

Alternative: N/A

Background Information: Legal Description: Audubon Heights Second Addition Lot #10



### CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW ONE OR TWO FAMILY DWELLINGS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

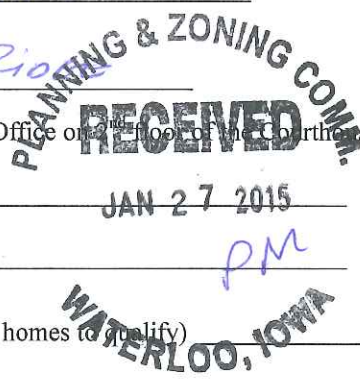
The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed one or two family dwellings (single family homes or duplex/twin homes) that meet the following criteria:

1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. 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. **Projects started prior to the adoption date of July 18, 2011 do not qualify.**

NAME: David Pitz SIGNATURE: [Signature]  
 ADDRESS: 1775 Falcon Ridge  
 TELEPHONE: 319.290.4752 DATE: 1.26.15

A. What is the Address of the property being improved? 1775 Falcon Ridge  
 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)  
Parcel ID 8813-08-301-055  
Audubon Heights Second Addition Lot #10



B. What was the nature of the improvement(s)? (must be single family homes or duplex/twin homes to qualify)  
New Construction

C. City of Waterloo Building and Inspections Department Information:  
 Permit Number: 5115 Date permit was issued: 6.27.14 Total permit(s) valuation: 335,000

D. What was the cost of the new construction? \$380,000 ??? (Ball Park)

E. Estimated or actual date of completion of this new construction? 3.1.15

CITY OF WATERLOO  
 \_\_\_\_\_ APPROVED DATED: \_\_\_\_\_ RESOLUTION NO: \_\_\_\_\_  
 \_\_\_\_\_ DENIED

BLACK HAWK COUNTY ASSESSOR  
 \_\_\_\_\_ APPROVED DATED: \_\_\_\_\_  
 \_\_\_\_\_ DENIED T.J. Koenigsfeld  
 Black Hawk County Assessor

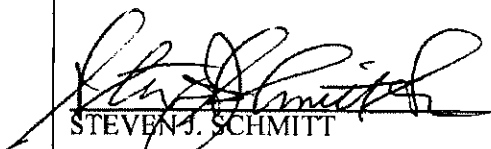
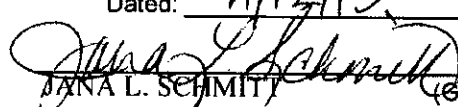


Note: City Council approval does not guarantee tax exemptions. The application must be reviewed and approved by the Black Hawk County Assessor's Office for criteria eligibility.

644157. pd



Doc ID: 005937050001 Type: GEN  
Kind: WARRANTY DEED  
Recorded: 11/15/2013 at 02:29:59 PM  
Fee Amt: \$99.20 Page 1 of 1  
Revenue Tax: \$87.20  
Black Hawk County Iowa  
JUDITH A MCCARTHY RECORDER

File 2014-00010390

THE IOWA STATE BAR ASSOCIATION Official Form No. 103 - May 2006	John S. Pieters, Sr.	FOR THE LEGAL EFFECT OF THE USE OF THIS FORM, CONSULT YOUR LAWYER
Return To: John S. Pieters, Sr., 722 Water St., Ste. 101, Box 2245, Waterloo, IA 50704-2245, (319) 234-3542		
Preparer: John S. Pieters, Sr., 722 Water St., Ste. 101, Box 2245, Waterloo, IA 50704-2245, (319) 234-3542		
Taxpayer: David L. Pitz, 3341 Moticello Ave., Waterloo, IA 50701		
<b>WARRANTY DEED - JOINT TENANCY</b>		
For the consideration of <u>ONE AND NO/100--(\$1.00)--</u> Dollar(s) and other valuable consideration, <u>STEVEN J. SCHMITT &amp; JANA L. SCHMITT, husband &amp; wife,</u>		
do hereby		
Convey to <u>DAVID L. PITZ &amp; HEATHER A. PITZ, HUSBAND AND WIFE</u>		
as Joint		
Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in <u>BLACK HAWK</u> County, Iowa:		
Lot 10, Audubon Heights Second Addition, Waterloo, Black Hawk County, Iowa.		
Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real es- tate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate. Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.		
 STEVEN J. SCHMITT (Grantor)		Dated: <u>11/12/13</u>
 JANA L. SCHMITT (Grantor)		
STATE OF IOWA, COUNTY OF BLACK HAWK		
This instrument was acknowledged before me on _____ by <u>STEVEN J.</u> <u>SCHMITT &amp; JANA L. SCHMITT, husband &amp; wife.</u>		
		 _____, Notary Public
		
JSP-Schmitt, Steven J., Sr.-Pitz, David-Deed-kp		
(This form of acknowledgment for individual grantor(s) only)		

87.20

87.20-5B  
89.00-5B

(12.00)

File Number: 2014-00010390 Seq: 1





Hoff Rd

1775 Falcon Ridge

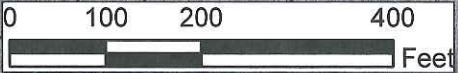
Falcon Ridge

Audubon Dr

Paloma Ln

Crabapple Ln

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.  
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# CITY OF WATERLOO

## Council Communication

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).

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

**Prepared:** 12/23/2014

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Application, Deed and Map	Backup Material

**SUBJECT:** 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).

Submitted by: Submitted By: Noel Anderson, Community Planning & Development Director

Recommended Action: Resolution approving the CLURA application from Jarad Askren & Kristin A. Kazynski for the construction of a new twin home located at 4125 Mourning Dove Dr., Waterloo, Iowa 50701, valued at \$174,500, 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 the residential property under the City Limits Urban Revitalization Area Plan.

Expenditure Required: N/A

Source of Funds: N/A

Policy Issue: CLURA

Alternative: N/A

Background Information: Legal Description: Unit 4125 Mourning Dove Drive and the undivided interest in the common elements appurtenant to said unit, in Crossroads, A condominium, pursuant to the declaration recorded July 29, 2013, as Doc. #2014-02198, as subsequently amend, being laid out on lots 51 through 62 and 128 through 140 Crossroads Estates Replat No. 1, Waterloo, Black Hawk County, Iowa.



CITY LIMITS URBAN REVITALIZATION APPLICATION

FOR PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF NEW ONE OR TWO FAMILY DWELLINGS UNDER THE PROVISIONS OF THE CITY LIMITS URBAN REVITALIZATION AREA PLAN ADOPTED BY THE CITY COUNCIL OF THE CITY OF WATERLOO.

The City Limits Urban Revitalization Area (CLURA) allows property tax exemptions for newly constructed one or two family dwellings (single family homes or duplex/twin homes) that meet the following criteria:

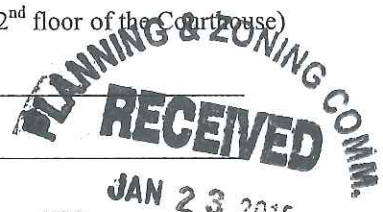
- 1. Be located within the CLURA boundaries (a map of which can be obtained from the City of Waterloo Community Planning & Development Department.)
2. This application must be filed with City prior to the 1st working day of February following the year when the improvements are completed to comply with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

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

NAME: Jihad Askren / Kristin Kozynski SIGNATURE: [Signatures]
ADDRESS: 4125 Mourning Dove Dr., Waterloo, IA 50702
TELEPHONE: (563) 238-2874 DATE: 1/23/15

A. What is the Address of the property being improved? 4125 Mourning Dove Dr

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



B. What was the nature of the improvement(s)? (must be single family homes or duplex/twin homes to qualify)
Twin home



C. City of Waterloo Building and Inspections Department Information:
Permit Number: 2881 Date permit was issued: 5-19-14 Total permit(s) valuation: 80K

D. What was the cost of the new construction? \$174,500

E. Estimated or actual date of completion of this new construction? December 2014

CITY OF WATERLOO
APPROVED DATED: RESOLUTION NO:
DENIED

BLACK HAWK COUNTY ASSESSOR
APPROVED DATED:
DENIED T.J. Koenigsfeld
Black Hawk County Assessor

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.

Number: 201500011955  
Recorded: 1/26/2015 at 1:35:14.663 PM  
Fee Amount: \$17.00  
Revenue Tax: \$279.20  
Sandie Smith, RECORDER  
Black Hawk County, Iowa

Prepared by:  
Matthew J. Adam  
Simmons Perrine Moyer Bergman PLC

1100 5th Street, Suite 205  
Coralville, IA 52241

(319) 354-1019  
FAX (319) 354-1760

Address tax statement and after recording return to: Jarad Askren and Kristin Kazynski; 4125 Mourning Dove Drive, Waterloo, IA 50702

# WARRANTY DEED

In consideration of one dollar and other valuable consideration, Robson Homes, Inc., an Iowa corporation, does hereby transfer and convey to Jarad Askren and Kristin A. Kazynski, as joint tenants with full rights of survivorship and not as tenants in common, all of its right, title and interest in real estate located in Black Hawk County, Iowa, legally described as follows:

See Exhibit "A" attached hereto.

The described real estate is conveyed subject to zoning, easements, covenants and restrictions of record in the office of the Recorder of Black Hawk County, Iowa.

The Grantor does hereby covenant with Grantees, and successors in interest, that it has lawful authority to transfer and convey the real estate; that Grantor holds title to the real estate in fee simple; and that the real estate is free and clear of all liens and encumbrances, except as may be stated above. Grantor does further hereby covenant with Grantees, and successors in interest, to warrant title and defend the real estate against the lawful claims of all persons or entities except as may be stated above.

ROBSON HOMES, INC.

Dated: Jan. 2, 2015

By: Joseph M. Robson  
Joseph M. Robson, President

STATE OF IOWA, COUNTY OF Linn ) SS:

This instrument was acknowledged before me on this 2 day of January, 2015 by Joseph M. Robson, as President of ROBSON HOMES, INC.

Darla D. Golden  
Notary Public in and for said State

My Commission Expires: 11-28-15



**Exhibit "A"**

Unit 4125 Mourning Dove Drive and the undivided interest in the common elements appurtenant to said unit, in Crossroads, A Condominium, pursuant to the declaration recorded July 29, 2013, as Doc. #2014-02198, as subsequently amended, being laid out on Lots 51 through 62 and 128 through 140 in Crossroads Estates Replat No. 1, Waterloo, Black Hawk County, Iowa.





Southtown Drive

Sarah Dr

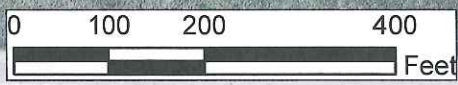
Mockingbird Ln

Hummingbird Cir

4125 Mourning Dove Dr

Mourning Dove Dr

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





# CITY OF WATERLOO

## Council Communication

Animal Control Services for the City of Waterloo

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

**Prepared:** 1/9/2014

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Request for proposal	Backup Material

**SUBJECT:** Hearing cancelled due to no bids being received.

Submitted by: Submitted By: Sandie Greco, Traffic Operations Superintendent

Recommended Action: Cancel Hearing - No bids received

Summary Statement: Request for Proposals for Animal Control Services is being requested as opposed to the City of Waterloo retaining Animal Control Services.

Expenditure Required:

Source of Funds:

Background Information: Costs for Privatizing Animal Control Services and the proposed FYE16 animal Control Services Budget need to be compared for the best and most economical service and cost to taxpayers.

## REQUEST FOR PROPOSALS – ANIMAL CONTROL SERVICES

The City of Waterloo is soliciting proposals to provide equipment, labor and facilities to provide complete Animal Control Services (the “Services”) to the City of Waterloo 24 hours per day, seven days per week. All proposals shall include a complete price quote. Included in the Animal Control Service is the Proposer’s full cooperation with all of the City of Waterloo departments for enforcement and observance of the animal control ordinances.

Conditions governing the Services are contained in Exhibit “A”, the proposed form of Contract, attached to this RFP and by this reference incorporated herein.

### A. SUBMITTING AND OPENING PROPOSALS

All proposals must be received in a sealed envelope in the City’s Clerk’s office (date and time stamped) by Thursday, \_\_\_\_\_, 2015 at 11:00 a.m., Central Time (our clock) in order to be considered. The City Clerk’s office is located at 715 Mulberry St., Waterloo, Iowa 50703. *Proposals sent electronically or via facsimile will not be accepted.* The mailing container or envelope shall be plainly marked on the outside with the notation “SEALED RFP FOR ANIMAL CONTROL SERVICES,” and the name of the company submitting the proposal.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Proposer. Similarly, the City is not responsible for, and will not open, any proposal responses that are received later than the date and time stated above. Late proposals will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of a proposal not properly identified.

Proposals will be opened on Thursday, \_\_\_\_\_, 2015, at 1:00 p.m. Central Time in the City Clerk’s office at City Hall, 715 Mulberry Street, Waterloo. The main purpose of this opening is to reveal the name(s) or the Proposer(s), not to serve as a forum for determining the awarded proposal(s).

### B. SCOPE OF SERVICES

Services to be performed by the successful respondent (the “Contractor”) for the City will be those described in the form of Contract attached hereto as Exhibit “A”, which generally include but are not limited to:

1. Responding to calls involving domestic animals, such as animal complaints, lost or found animals, etc.
2. Providing domestic animal and wildlife pickup and disposal services.
3. Providing limited veterinary and euthanasia services.
4. Providing facilities for impoundment, shelter and quarantine of animals.
5. Promoting responsible animal ownership, such as promoting pet licensing, and providing pertinent information to the owners.
6. Establishing a transparent record and bookkeeping system so that information can be readily provided to the City.
7. Responding to City officials and law enforcement on animal control matters.
8. Hours of operation – 24 hours per day, 7 days per week

- a. Normal business hours – 8:00 a.m. to 4:00 p.m.
  - b. Seasonal business hours (April 1 to October 31) – 8:00 a.m. to 8:00 p.m.
  - c. Night Call Service – 4:00 p.m. to 8:00 a.m.
  - d. Seasonal Night Call Service (April 1 to October 31) – 8:00 p.m. to 8:00 a.m.
9. Providing Services in a manner consistent with and conforming to the City’s animal control ordinances. It is expected that a Contractor, including all of its personnel and contractors, will be familiar with and have a working knowledge of all relevant ordinances.

C. REQUIRED INFORMATION:

1. A brief description of how you intend to perform the above mentioned General Areas of Service, including identification of any contractors or service providers you intend to use in performing the Services.
2. A list of personnel names and statement of qualifications, experience and degree of involvement for those who you expect to be performing services.
3. A brief description of the relevant experience of your company/organization.
4. Proposed breakdown of cost of services and proposed costing structure (if any).
5. Location and description of facility where the services will be performed.
6. Important Exceptions to Contract Documents – The Proposer shall clearly state in the submitted proposal any exceptions to, or deviations from, the minimum proposal requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.
7. Incomplete Information – Failure to complete or provide any of the information requested in this RFP, including references, and/or additional information as indicated, may result in disqualification by reason of non-responsiveness.

D. AWARD OF CONTRACT

1. Final selection of a contractor will be made of the responsive and responsible firm whose proposal, conforming to these documents, is most advantageous and offers the greatest overall value to the City of Waterloo with regard to the criteria detailed and the specifications set forth herein. The City will evaluate proposals in light of all factors it considers relevant, including but not limited to price, prior dealings, reputation, knowledge, skills, demonstrated commitment of the humane treatment of animals, demonstrated experience in managing and working with animals, nature and quality of facilities, and other information provided by the proposer in response to this RFP. The proposal should specifically describe the proposer’s policies on euthanization and adoption.
2. The City reserves the right to accept or reject any or all proposals and to waive any informalities or irregularities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any proposer. The City reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) calendar days from the date of the deadline for receiving proposals.
3. The City may select a proposer based on an “all or none” proposal, on individual responses, or as is otherwise deemed to be in the best interest of the City.
4. A Proposer’s submission of a proposal constitutes its acceptance of the City’s evaluation technique described in this section and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.
5. Any Contract award(s) made by the City of Waterloo is subject to prior approval by the City of Waterloo City Council.
6. After award, the Proposer will be required to enter into a written contract with the City that is substantially in the form attached hereto as Exhibit “A”.



E. MISCELLANEOUS

1. Questions can be directed to Sandie Greco, 625 Glenwood Street, Waterloo, Iowa 50703, phone 319-291-4439, Email: [sandie.greco@waterloo-ia.org](mailto:sandie.greco@waterloo-ia.org)
2. The City of Waterloo Animal Control Ordinance is available online by reviewing Title 5, Chapter 1, and Articles A and B thereunder, at the following link to the City Code of Ordinances: [http://www.sterlingcodifiers.com/codebook/index.php?book\\_id=412](http://www.sterlingcodifiers.com/codebook/index.php?book_id=412). To obtain a paper copy or an electronic copy, contact sandie.greco@waterloo-ia.org or call (319) 291-4440.
3. This Request for Proposal does not commit the City to make an award, nor will the City pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

F. GENERAL TERMS AND CONDITIONS OF PROPOSAL

1. LANGUAGE, WORDS USED INTERCHANGEABLY -

The word CITY refers to the CITY OF WATERLOO, IOWA throughout these Instructions and Terms and Conditions. Similarly, PROPOSER refers to the person or company submitting an offer to sell its goods or services to the CITY, and CONTRACTOR refers to the successful bidder.

2. PROPOSER QUALIFICATIONS - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the City upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City, or that is deemed irresponsible or unreliable by the City. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular supply/service proposal and that they have the necessary financial resources to provide the proposed supply/service as described in this Request for Proposal.

3. SPECIFICATION DEVIATIONS BY THE PROPOSER - Any deviation from this specification MUST be noted in detail, and submitted in writing in the Proposal. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.

4. SPECIFICATION CHANGES, ADDITIONS AND DELETIONS - All changes in Proposal documents shall be through written addendum. Verbal information

obtained otherwise will **NOT** be considered in awarding of Proposals.

5. PROPOSAL CHANGES - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal opening, will be void regardless of when they were mailed.

6. HOLD HARMLESS AGREEMENT - The Contractor agrees to protect, defend, indemnify and hold harmless the City of Waterloo, its officials, officers, employees and agents, from and against any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or company whatsoever, including the parties hereto and their employees, that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of the contract.

7. PROPOSAL CURRENCY/LANGUAGE - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.

8. PAYMENTS - Payments will be made for all goods/services delivered, inspected and accepted within 30 days after acceptance and on receipt of an original invoice.

9. MODIFICATION, ADDENDA & INTERPRETATIONS - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Proposal opening. Any and all such interpretations or modifications will be in the form of written addenda. All

addenda shall become part of the contract documents and shall be acknowledged and dated on the signature page.

10. **LAWS AND REGULATIONS** - All applicable State of Iowa and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction shall apply to the award throughout as the case may be, and are incorporated herein by reference.
11. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the City.
12. **ELECTRONIC SUBMITTAL** - Telegraphic and/or proposal offers sent by electronic devices (e.g. facsimile machines) are not acceptable and will be rejected upon receipt. Proposers will be expected to allow adequate time for delivery of their proposal either by airfreight, postal service, or other means.
13. **CANCELLATION** - Either party may cancel the contract in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
14. **ASSIGNMENT** - Proposer shall not assign the contract or any monies to become due thereunder without the prior written consent of the City. Any assignment or attempt at assignment made without such consent of the City shall be void.
15. **TAXES** - The City of Waterloo is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.
16. **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal and the proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Waterloo in connection with a proposal, the submitting party recognizes this and waives any claim against the City of Waterloo and any of its officials, officers and employees relating to the release of any document or information submitted.

Each submitting party shall hold the City of Waterloo and its officials, officers and employees harmless from any claims arising from the release of any document or information made available to the City of Waterloo arising from any proposal opportunity.

EXHIBIT A  
CONTRACT PROVISIONS

**AGREEMENT FOR ANIMAL CONTROL SERVICES**

This Agreement for Animal Control Services (the “Agreement”) is made and entered into as of the date set forth on the signature page hereof by and between the City of Waterloo, Iowa, (“City”), and \_\_\_\_\_ (“Contractor”).

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, it is mutually agreed as follows:

**1 - General Duties of Contractor.**

1.1. Contractor will handle cats, dogs, and other domestic animals (collectively, “Domestic Animals”) to the extent of Contractor’s resources; provided, however, that Contractor will furnish and maintain competent personnel and adequate facilities and equipment for the housing, shelter, care, quarantine, and disposal of such Domestic Animals pursuant to the ordinances of City.

1.2. Contractor will impound and keep Domestic Animals until otherwise disposed of in accordance with the provisions of the ordinances of the City tendered to it or by or from any department of the City. The Contractor shall fully cooperate with the City’s ordinance on micro-chipping animals before owners redeem dogs or cats.

1.3. Contractor shall respond to telephone calls and other communications to it. The Contractor shall make a complete investigation of complaints pertaining to Domestic Animals, confined or at-large, or bite incidents, and keep a brief written record of its investigations. The Contractor agrees as part of its duty and responsibility under this Agreement to seize, if necessary and possible, any Domestic Animal concerning which complaints may have been made, and Contractor further agrees to investigate and pursue complaints until finally disposed of in accordance with the ordinances of the City and statutes of Iowa, relative to the harboring or licensing of Domestic Animals contemplated by this Agreement. Contractor shall furnish a suitably equipped vehicle and a competent humane officer to provide animal control in the City.

1.4. Contractor shall fully cooperate with City and any and all departments of the City in enforcing the ordinances of the City pertaining to licensing of dogs and cats and shall not release any dog or cat to the owner thereof, or to any other person, until compliance with City animal control ordinances pertaining to licensing.

1.5. Livestock are not covered by this Agreement, and Contractor has no duties with respect to livestock except such duties as Contractor may assume from time to time in its sole discretion.

1.6. Contractor will respond to all calls and requests made by the Waterloo Police Department or other pertinent City officials, with no regard to animal species or situation. If a response to such an animal call is not encompassed within the terms of this Agreement, the City

agrees to pay Contractor a fee of fifty dollars (\$50.00) per call. Requests must be made within the designated contractual hours, Monday through Friday.

1.7. All services provided by Contractor will be done in compliance with applicable City ordinances. In the event of any conflict between City ordinances and this Agreement, City ordinances shall control. Contractor, and all of its personnel and permitted subcontractors, shall be familiar with and have a working knowledge of all relevant ordinances.

1.8. Contractor shall collect all fees required by City ordinance, if any, and shall forward all amounts to the City at least monthly.

1.9. At least monthly, and more frequently if requested by City, Contractor will provide City with a report which includes complaint calls, action taken, redemptions, and domestic and wildlife animal numbers. Contractor shall also provide copies of warnings, citations, redemptions, licensing/rabies agreements and follow up efforts, spay/neuter contracts and follow up efforts. City shall have the right to inspect the records of Contractor to ensure that Contractor is and has abided by the provisions of this Agreement.

1.10. Contractor will provide services under this Agreement twenty-four (24) hours per day, seven (7) days per week, as follows:

- a. Normal business hours – 8:00 a.m. to 4:00 p.m.
- b. Night call service – 4:00 p.m. to 8:00 a.m.
- c. Seasonal hours (April 1 to October 31) – 8:00 a.m. to 8:00 p.m.
- d. Seasonal night call service – 8:00 p.m. to 8:00 a.m.

## **2 - Confined and Unlawfully At-Large Domestic Animals.**

2.1. Contractor agrees to collect, impound and dispose of Domestic Animals which are unlawfully at large, as defined by Waterloo Ordinance 5-1-14, but only if the animal is sick, injured, acting in an aggressive manner, or causing harm to another animal or person, or confined by a property owner in the territory of City, whether or not such Domestic Animals are licensed as provided by City ordinance. A confined animal, either domestic or wild, is one that is deprived of the ability to roam free, including but not limited to an animal kept in a building or on a leash, and is not owned by the property owner where the animal is confined. The property owner may be asked to sign a Contractor-approved form affirming the animal being retrieved from said property does not belong to the property owner, and has not scratched, bitten, or drawn blood while in the property owner's possession. By signing such form, the property owner will not thereby be liable for any actions of the confined animal being picked up by Contractor.

2.2. Contractor agrees to provide property owners within City with live traps for Domestic Animals. Property owner will be expected to sign a rental agreement and pay any trap rental fee. Property owners will be responsible for bringing said animals to the Contractor. Contractor reserves the right to refuse renting live animal traps to property owners that have proven abusive of animals in set traps and/or neglectful of the responsibility of monitoring traps or informing Contractor when a desired animal has been confined within a set trap.

### **3 - Holding Periods.**

3.1. Except as set forth in paragraph 3.2 below, Contractor agrees to hold impounded animals for the periods of time, and to issue appropriate notices, as prescribed by applicable ordinances, provided that if no other ordinance applies then Contractor shall follow the procedures set forth in Waterloo Ordinance 5-1-13(B). If any such animal is not timely claimed by its owner, the Contractor will be deemed to be the owner of the animal and will have the right to determine the disposition of that animal. If the animal is timely claimed by its owner, the owner will be responsible for all expenses and/or fees incurred by or set forth by Contractor.

3.2. Litters of puppies and kittens will only be held for twenty-four (24) hours. Animals that are not of age to survive on their own accord will have no required holding period; Contractor will have the right to determine disposition immediately upon their arrival at Contractor. The Contractor will immediately euthanize any animal that is found to be sick and/or injured beyond the care that the Contractor can provide. Cats appearing to be feral will require no predetermined holding period and may be euthanized immediately.

### **4 - Quarantine and Rabies Requirements.**

4.1. Contractor will assist the City, upon request, in securing stray dogs and cats in bite cases for purposes of quarantine, and Contractor shall enforce all quarantine requirements, including, but is not limited to, completion of bite reports, placement of animal in a home or approved facility such as a veterinarian or licensed boarding kennel (an "Approved Facility"), and communication and recording of all incidents to the Black Hawk County Health Department.

4.2. Contractor may seize and transport animals that have bitten to an Approved Facility or Contractor's premises whenever the owner fails to quarantine an animal which has been involved in a bite case. All applicable fees and requirements will be satisfied in full by the owner before the animal is returned. Such requirements may include, but are not limited to, boarding fees, medical fees that may be incurred while in the Contractor's care, and transport/pick-up fees.

4.3. Quarantine at the Contractor's facility will be at Contractor's discretion. The Contractor will not be responsible for boarding owned animals that have bitten. The Contractor may and will board owned animals under unforeseen circumstances, which may include, but are not limited to, owner refuses to quarantine, animal is unusually aggressive and poses a direct threat to others, or an uncontrolled situation prevents the owner from being able to quarantine the animal.

4.4. Contractor or the Approved Facility shall hold stray dogs and cats that have bitten a person and drawn blood in quarantine as required by City ordinances. If the Animal is not claimed by its owner within the ten (10) day holding period, the Contractor will be deemed to be the owner and will be responsible and have the right to determine the disposition of that Animal. If the Animal is claimed by its owner within the ten (10) day holding period, the owner will be responsible for all boarding and quarantine expenses incurred and/or other reasonable fees as set by Contractor.

4.5. Contractor agrees to have any stray or owned Domestic Animal transported and rabies tested upon request, at the expense of the requestor, or to have any other animal

transported and rabies tested if the Contractor determines in its own discretion that such testing is necessary. Testing will only be performed when a proper quarantine period is unable to be obtained, and/or at the discretion of the Contractor. Contractor shall make available to any person requesting rabies testing all information regarding options and fees for rabies testing. Contractor is not responsible for having wildlife tested for rabies.

#### **5 - Dead Animal Services and Wildlife Services.**

5.1. Contractor agrees to pick up and dispose of all dead domestic and wildlife animals found anywhere within the City promptly when requested by City during ordinary business hours. City agrees to pay Contractor a fee of sixty dollars (\$60.00) for the pick up and disposal of each dead deer.

5.2. Contractor is not responsible for pick up and/or transportation of deceased domestic “owned” animals from individuals residing in the City. Contractor will pick up and transport deceased “owned” animals from individuals residing in the City at the discretion of Contractor. The owner of a dead animal will be solely responsible for all applicable pick up, transport, and disposal fees.

5.3. Contractor is responsible for responding to calls for sick, injured, nuisance, and/or abandoned wildlife. The Contractor will have the responsibility for determining the disposition and disposal of such animal.

5.4. Contractor is not responsible or required to remove nuisance wildlife from property owner’s homes or other indoor structures. The Contractor may remove nuisance wildlife from property owner’s home or other indoor structures at the discretion of the Contractor. The property owner will be solely responsible for all applicable removal, transport and/or handling fees.

#### **6 - Night Call Services.**

6.1. Contractor agrees to provide at least one animal control officer that will respond to calls and pick up Domestic Animals on an emergency basis only. Emergency services that will be responded to include, but are not limited to, any sick or injured domestic or wildlife animal, confined stray dogs, animals acting in an aggressive manner, Domestic Animals and wild animals that are posing a direct threat or causing harm to a person and/or a Domestic Animal, and animals involved in an animal bite incident. The Contractor will respond to all calls and requests made by the Waterloo Police Department or other pertinent City officials, with no regard to animal species, situation, or time of call.

#### **7 - Dog Park Monitoring.**

7.1. Contractor is responsible for monitoring the City-owned dog park at least twice per week on non-consecutive days, and Contractor shall also respond to all calls and incidents stemming from use of the dog park.

**8 - Dangerous Animals.**

8.1. Any animal deemed to be dangerous or potentially dangerous pursuant to Title 5, Chapter 1, Article B of the Waterloo Code of Ordinances will be handled by Contractor in accordance with the requirements of said ordinances.

**9 - Owner-Surrendered Domestic Animals.**

9.1. Contractor is not responsible for responding to requests from individuals who wish to surrender ownership of a specific animal to Contractor, or for collecting animals in such situations. If an individual no longer desires to own their animal it will be that individual's responsibility to transport said animal to Contractor and to comply with any protocol and/or fees required to relinquish ownership of the animal to Contractor. The City has no financial responsibility to Contractor for animals entering the Contractor as owner-surrendered animals.

9.2. Contractor shall determine the fee to be charged to owners who surrender a Domestic Animal.

**10 - Miscellaneous Terms.**

10.1. Contractor shall commence work under this Agreement at 12:01 a.m. on \_\_\_\_\_ (the "Start Date"), and shall thereafter provide services hereunder until 11:59 p.m. on the day before the one-year anniversary of the Start Date, unless this Agreement is terminated earlier as provided in this Section 10. The parties may mutually agree in writing to extend the term of this Agreement for an additional one-year term.

10.2. City may terminate this Agreement at any time for convenience upon ninety (90) days' advance written notice to Contractor or at any time for cause upon thirty (30) days' advance written notice to Contractor. "Cause" shall mean gross neglect or gross mismanagement of Contractor's duties hereunder, or fraudulent conduct in the performance of said duties or otherwise with respect to this Agreement. Before giving notice of termination for convenience or cause, City agrees to consult with Contractor in good faith to attempt to resolve any concerns about Contractor or its performance under this Agreement.

10.3. Contractor shall have the right to terminate this Agreement at any time for cause upon thirty (30) days advance written notice to City. "Cause" shall include but not be limited to City's failure to pay fees as required by this Agreement and/or any other material breach of this Agreement. Before giving notice of termination for cause, Contractor shall contact City in a good faith attempt to resolve the material breach. If the breach is not cured within 30 days of the notice, the Agreement shall terminate.

10.4. City agrees to pay Contractor the base sum of \$\_\_\_\_\_ per month for the services provided for in this Agreement. In addition, City agrees to pay Contractor additional fees as expressly provided elsewhere in this Agreement. All fees for the services of Contractor are to be paid within thirty (30) days after receipt of Contractor's invoice for same. Contractor shall not bill City more than monthly. Contractor agrees fees and charges billed to City and an animal owner shall be mutually exclusive of each other that neither City nor the owner will, with respect to any given animal or incident, be billed for the same services.

10.5. By this Agreement City appoints, authorizes, and empowers Contractor to enforce City's laws pertaining to animals and animal control, including but not limited to the issuing of citations and appearances in court, including trial.

10.6. City shall have the right, exercisable from time to time in City's sole discretion, to monitor Contractor's operations in order to assure that such operations are conducted in accordance with the terms of this Agreement. A City observer will not be expected to assist Contractor or to perform any duties for or on behalf of Contractor. Contractor shall fully cooperate with any City observer in good faith and shall provide full access to all reports, data and information relating to the services provided by Contractor, or required to be provided by Contractor, pursuant to this Agreement.

10.7. Any notice under this Agreement shall be in writing and shall be delivered in person or by United States registered or certified mail, postage prepaid, and addressed as follows:

(a) if to City, at 625 Glenwood Avenue, Waterloo, Iowa 50703, Attention: Traffic Operations Superintendent, or designee.

(b) if to Contractor, to \_\_\_\_\_.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, or (ii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid. A party may change the address for giving notice by any method set forth in this paragraph. Reports and other non-notice communications between the parties may be delivered by any commercially reasonable method.

10.8. Contractor agrees to indemnify, defend and hold harmless City, its officials, officers, employees and agents, from and against any and all claims, demands, causes of action, costs, damages, losses, and liabilities whatsoever, including but not limited to reasonable attorneys' fees and expenses, arising from or in connection with any act or omission of Contractor, or anyone for whose acts Contractor is responsible, in performing or failing to perform its duties under this Agreement. This paragraph 10.8 shall survive the expiration or termination for any reason of this Agreement.

10.9. The Contractor shall at all times during the term of the Agreement maintain in full force and effect, at its own expense, Employer's Liability, Worker's Compensation, Automobile, Public Liability and Property Damage Insurance, and other insurance and bonds as set forth below, including contractual liability coverage for the indemnity and hold harmless provisions of this Agreement. Each policy shall require at least 30 days' advance written notice to the City in the event of cancellation or material change in terms. The City of Waterloo, Iowa shall be specifically named as an additional insured on all insurance. Such coverages shall be primary, non-contributing and contain waivers of subrogation against any coverage held by the City. Before commencement of work hereunder, the Contractor agrees to furnish the City with certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. Insurance coverages shall comply with the limits specified below:



<u>Coverages</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability (except automobile)	\$1,000,000 each occurrence
Property Damage Liability (except automobile)	\$1,000,000 each occurrence
Automobile Bodily Injury Liability	\$1,000,000 each occurrence
Excess Liability	\$5,000,000
Automobile Property Damage Liability	\$1,000,000 each occurrence

Fidelity bond coverage in the amount of at least \$100,000, with a responsible surety company with respect to all of Contractor's employees and agents as may be necessary to protect against losses, including, without limitation, those arising from theft, embezzlement, fraud, or misplacement of funds, money, or documents. Coverage must extend to any losses incurred by the City due to theft, embezzlement, or fraud by Contractor, its employees or agents.

A renewal certificate shall be provided to City prior to expiration of any policy. Contractor shall be responsible to insure its own personal property. City may at its own expense procure and maintain additional insurance for its own benefit.

10.10. Contractor may not assign or delegate any of its duties hereunder without the prior written consent of City.

10.11. Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the parties nor, except as expressly set forth herein, to create any liability for one party with respect to the liabilities or obligations of the other party or any other person. Contractor is an independent contractor.

10.12. This Agreement shall be binding upon and inure to the benefit of the parties and the respective successors and assigns of each.

10.13. In the event any provision of this Agreement, together with the Contract Documents (defined below), is held invalid, illegal, or unenforceable, whether in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any provision of this Agreement is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal, and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

10.14. The following documents (the "Contract Documents") are hereby incorporated herein by reference as though fully set forth herein: Request for Proposals (the "RFP"), addenda to the RFP, and Contractor's RFP Response (Proposal). In the event of conflict between the provisions of the Contract Documents and this Agreement, the provisions of this Agreement shall prevail. This Agreement, including the Contract Documents, constitutes the entire

agreement between the parties pertaining to the subject matter hereof. This Agreement may not be modified or amended except by the mutual written agreement of the parties.

10.15. Time is of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement for Animal Control Services by their duly authorized representatives as of \_\_\_\_\_, 2015.

[Contractor name]

CITY OF WATERLOO, IOWA

By: \_\_\_\_\_

By: \_\_\_\_\_

Ernest G. Clark, Mayor

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Suzy Schares, City Clerk

# CITY OF WATERLOO

## Council Communication

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.

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

**Prepared:** 1/26/2015

### ATTACHMENTS:

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

**SUBJECT:** 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.

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

Recommended Action: Approve recommendation of award of contract to Municipal Pipe Tool Company, LLC of Hudson, Iowa in the amount of \$1,471,353.90 for the Sanitary Sewer Improvements FY2015 Phase II-CIP Pipe Lining Project, be received, placed on file and adopted.

Background Information: Municipal Pipe Tool Company, LLC was low bid on project.



AECOM 319-232-6531 tel  
501 Sycamore Street 319-232-0271 fax  
Suite 222  
Waterloo, Iowa 50703  
www.aecom.com

January 22, 2015

Mr. Larry Smith  
Water Pollution Control Facility  
3505 Easton Avenue  
Waterloo, Iowa 50702

Subject: **Sanitary Sewer Improvements FY 2015 Phase II - CIP Pipe Lining Project  
Letter of Recommendation  
City of Waterloo, Iowa  
City Contract No. 876  
AECOM #60323440**

Dear Larry,

AECOM has reviewed the bids submitted for the Sanitary Sewer Improvements FY 2015 Phase II - CIP Pipe Lining Project on January 22, 2015 for the City of Waterloo, Iowa.

The apparent low bidder has met all the requirements of the Instructions to Bidders.

AECOM recommends awarding the contract to Municipal Pipe Tool Company, LLC of Hudson, Iowa for the Total Bid price of \$1,471,353.90.

Yours sincerely,

Christopher G. Oelkers, PE

Enclosure: Sanitary Sewer Improvements FY 2015 Phase II - CIP Pipe Lining Project Bid Tab dated 01/22/2015

c: Ms. Suzy Schares (w/enclosures)

P:\60323440\00000000\400-Technical\402 Phase II\Bid Tab\20150122 Is PhII CIP LTR Recommendation.docx

**Bid Tabulation**  
**San Sewer Improvements - FY15 CIP Pipe Lining Project**  
**City of Waterloo**  
**City Contract No. 876**  
**Letting: 1pm**  
**AECOM Project No: 60323440**  
**Thursday, January 22, 2015**



Item	Description	Unit	Estimated Quantity	Engineers Estimate		Hydro-Klean, LLC		SAK Construction, LLC		Insituform Technologies USA, LLC		Visu-Sewer, INC		Municipal Pipe Tool Co. LLC	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	8-Inch Diameter CIP Pipe Lining	LF	46234	\$ 23.50	\$ 1,086,499.00	\$ 19.10	\$ 883,069.40	\$ 23.60	\$ 1,091,122.40	\$ 19.25	\$ 890,004.50	\$ 19.55	\$ 903,874.70	\$ 19.35	\$ 894,627.90
2	10-Inch Diameter CIP Pipe Lining	LF	6084	\$ 27.50	\$ 167,310.00	\$ 23.70	\$ 144,190.80	\$ 26.80	\$ 163,051.20	\$ 25.80	\$ 156,967.20	\$ 24.45	\$ 148,753.80	\$ 21.50	\$ 130,806.00
3	12-Inch Diameter CIP Pipe Lining	LF	1699	\$ 35.00	\$ 59,465.00	\$ 26.50	\$ 45,023.50	\$ 36.30	\$ 61,673.70	\$ 28.70	\$ 48,761.30	\$ 28.50	\$ 48,421.50	\$ 28.50	\$ 48,421.50
4	15-Inch Diameter CIP Pipe Lining	LF	2207	\$ 45.00	\$ 99,315.00	\$ 34.40	\$ 75,920.80	\$ 51.15	\$ 112,888.05	\$ 39.40	\$ 86,955.80	\$ 38.70	\$ 85,410.90	\$ 39.50	\$ 87,176.50
5	Lateral Reinstatement	EA	1123	\$ 50.00	\$ 56,150.00	\$ 75.00	\$ 84,225.00	\$ 75.00	\$ 84,225.00	\$ 90.40	\$ 101,519.20	\$ 120.00	\$ 134,760.00	\$ 40.00	\$ 44,920.00
6	Manhole Inspection	EA	15	\$ 60.00	\$ 900.00	\$ 42.00	\$ 630.00	\$ 42.00	\$ 630.00	\$ 41.40	\$ 621.00	\$ 42.00	\$ 630.00	\$ 44.00	\$ 660.00
7	Internal Chimney Seal	EA	175	\$ 400.00	\$ 70,000.00	\$ 309.75	\$ 54,206.25	\$ 310.00	\$ 54,250.00	\$ 305.60	\$ 53,480.00	\$ 309.00	\$ 54,075.00	\$ 306.00	\$ 53,550.00
8	External Chimney Seal	EA	18	\$ 600.00	\$ 10,800.00	\$ 393.75	\$ 7,087.50	\$ 395.00	\$ 7,110.00	\$ 388.50	\$ 6,993.00	\$ 393.00	\$ 7,074.00	\$ 390.00	\$ 7,020.00
9	Manhole Barrel Joint Leak Repair	EA	101	\$ 600.00	\$ 60,600.00	\$ 498.75	\$ 50,373.75	\$ 500.00	\$ 50,500.00	\$ 492.10	\$ 49,702.10	\$ 498.00	\$ 50,298.00	\$ 494.00	\$ 49,894.00
10	Manhole Lining	EA	160	\$ 1,500.00	\$ 240,000.00	\$ 840.00	\$ 134,400.00	\$ 850.00	\$ 136,000.00	\$ 828.70	\$ 132,592.00	\$ 840.00	\$ 134,400.00	\$ 832.00	\$ 133,120.00
11	Grout Work	EA	31	\$ 1,000.00	\$ 31,000.00	\$ 498.75	\$ 15,461.25	\$ 500.00	\$ 15,500.00	\$ 492.10	\$ 15,255.10	\$ 498.00	\$ 15,438.00	\$ 498.00	\$ 15,438.00
12	Miscellaneous Manhole Work	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 5,775.00	\$ 5,775.00	\$ 5,775.00	\$ 5,775.00	\$ 5,697.60	\$ 5,697.60	\$ 5,775.00	\$ 5,775.00	\$ 5,720.00	\$ 5,720.00
<b>PROJECT COST</b>				<b>\$ 1,902,039.00</b>		<b>\$ 1,500,363.25</b>		<b>\$ 1,782,725.35</b>		<b>\$ 1,548,548.80</b>		<b>\$ 1,588,910.90</b>		<b>\$ 1,471,353.90</b>	

# CITY OF WATERLOO

## Council Communication

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.

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

**Prepared:** 1/28/2015

### ATTACHMENTS:

Description	Type
☐ CVB Mini-Grant applications	Backup Material

### SUBJECT:

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.

Submitted by:

Submitted By: Aaron Buzza, Executive Director of Waterloo Convention & Visitors Bureau

Summary Statement:

The CVB Board has reviewed the applications and the recommended funding corresponds to the scored percentage. The WCP request was \$3,000 and the percentage was 81%, leading to the \$2,430 recommendation. The Faith Basketball request was \$2,800 and the score percentage was 72%, leading to the \$2,011 recommendation.

Expenditure Required:

\$4,441

**Council Communication**  
**City Council Meeting: February 2, 2015**  
**Prepared: January 28, 2015**  
**Dept. Head Signature:**

**Number of Attachments:**

**SUBJECT:** Mini-Grant Approval

**Submitted by:** Aaron Buzza

**Recommended City Council Action:** Approve CVB Board recommendations for funding of the following hotel-motel mini grant applications:

\*Waterloo Community Playhouse - \$2,430

\*Faith Basketball Academy/Midamerica Youth Basketball Tournament -\$2,011

**Summary Statement:** The CVB Board has reviewed these applications and the recommended funding corresponds to the scored percentage. The WCP request was for \$3,000 and the percentage was 81% leading to the \$2430 recommendation. The Faith Basketball request was \$2,800 and the score percentage was 72%, leading to the \$2,011 recommendation.

**Expenditure Required: \$4,441**

**Source of Funds:** Hotel-motel tax grant funding

**Policy Issue:** None

**Alternative:** Do not fund

## GRANT REVIEW – Mini Grant

**Organization:** Waterloo Community Playhouse/Black Hawk Children’s Theater

**Project(s) Overview:** The Waterloo Community Playhouse has been selected as a host of the AACTFest performing arts festival. This event draws community theaters from around Iowa to showcase their performances and performers. The performances are open to the public and are judged by a panel of theater experts.

Historically the event has drawn as many as 10 teams (150+ people), plus support crew, from around Iowa to compete. It also will draw spectators from around the state, as well. The grant funds will assist with advertising, facility rental and the cost of the judges.

**Summary of Use of Funds:** Funding for advertising, facility rental and the cost of judges are all fundable costs.

### **Summary & How Application Relates to Goals:**

#### **Goal 1: Drive overnight stays in Waterloo**

The event should drive as many as 60 rooms for up to two nights. The total could be greater, based on where the teams come from and how many spectators spend the night, as well. They’ve also projected their room use based on four people per room, so it could easily be greater than the 60 they’ve reserved if teams have fewer people per room, too.

#### **Goal 2: Support & reward active partners who serve/drive visitors to Waterloo**

This is an event that will be largely visitor-based. The WCP will enter a team in the competition, and Cedar Falls may as well, but every other entry will come from a community theater outside of Black Hawk County.

The Playhouse also drives visitors to Waterloo throughout the year. The past three years, their out-of-county attendance has averaged nearly 9,500 people.

#### **Goal 3: Support organizations and activities that have a positive impact on Waterloo**

The Playhouse/Children’s Theater has an extremely positive impact on the community. They offer high quality theater performances throughout the year and involvement for community members in those performances. WCP/BHCT has been part of the Waterloo community since 1916.

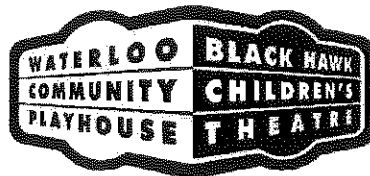
#### **Goal 4: Provide seed money for new ideas/projects**

While not new entirely, this is the first time in more than two decades Waterloo has hosted this event. It was last held in Waterloo more than 20 years ago.

#### **Goal 5: Provide assistance in marketing outside Black Hawk County**



Much of the marketing will focus on the areas represented by the theaters entered. Some of the marketing will occur within the Waterloo area, allowing residents and regular patrons to experience this competition, but quite a bit of the focus will be on bringing visitors from other areas of the state to support their local theaters and performers.



WCP/BHCT Walker Building • 224 Commercial Street • Waterloo, IA 50701  
Business Office: 319.235.0367 • Costume Shop: 319.232.4932 • Box Office: 319.291.4494

January 2, 2015

Mr. Aaron Buzza  
Waterloo Conventions & Visitors Bureau  
500 Jefferson St.  
Waterloo, IA 50701

Re Application for AACTFest theatrical performance festival

Dear Aaron,

We are very excited to host the Iowa AACTFest theatrical performance competition schedule for April 10<sup>th</sup> and 11<sup>th</sup> 2015. We see this as an opportunity to provide hospitality to our peers traveling to Waterloo to compete in this state competition of non-profit theatre companies from throughout Iowa. It also provides an opportunity for us to introduce our guests to the various services, venues and amenities available in Waterloo.

Thank you for your time and consideration of financial support. If you have questions, comments or suggestions regarding the event or the application, please feel free to contact me anytime. I can be reached through the business office or via my cell phone 319-240-3139.

On with the show!

Jon Robertson  
Development Director  
Waterloo Community Playhouse/Black Hawk Children's Theatre

WCP/BHCT is a not-for-profit tax-exempt corporation under the provisions of Section 501(c)(3) of the Internal Revenue Code. Your contribution is tax deductible as allowed by law.

Waterloo Hotel-Motel Tax Year-Round (Mini) Grant Application

Entire application MUST be typed and every question must be answered fully

Total Request: \$3,000

Total Project Cost \$10,700

**Contact Information**

Name of organization Waterloo Community Playhouse/Black Hawk Children's Theatre

Check payable to (if different than above) \_\_\_\_\_

FEIN Number 42-6018117

Name & Date of project/event AACTFest, April 10-11, 2015

Contact person Jon Robertson or Constance Grimm

Address 224 Commercial St.

City Waterloo State IA Zip 50702

Phone number 319-235-0367 Email jon@wcpbhct.org or constance@wcpbhct.org

Organization web address www.wcpbhct.org

**1. Organizational/Background Information**

**a. What is the mission of your organization?** To provide high quality theatre productions, entertainment and education for the cultural and creative enrichment of the Northeast Iowa Community.

**b. How does your organization benefit the community?** Involvement in the performing art is just one of many creative outlets our organization can offer the citizens of NE Iowa. For youth, involvement offers a non-traditional classroom education experience. Through expression, they gain knowledge who they are and what they can accomplish. As in sport, they also learn the values of discipline, teamwork and responsibility.

**c. How long has your organization been in existence?** The Waterloo Community Playhouse was established in 1916.

**d. How many staff members and/or volunteers are involved with the organization?** The staff consists of 6 full time, 4 part time employees and over 800 volunteers annually.

**e. Is a member of the Waterloo City Council on your Board of Directors?** NO

**f. How does your organization market outside of Black Hawk County?**

- Advertising/Marketing – print ads in newspapers, tourism guides, and programs of other theatres; radio ads; TV interviews and ads; ticket giveaways; electronic event calendars, social media channels (Facebook, Twitter, YouTube, ConstantContact)
- Direct Mail – bimonthly *Callboard* newsletter, postcards
- Printed Materials – season brochures, show posters, playbills

**g. Has your organization/business received hotel-motel tax grants previously?** YES, through partner funding each of the last two years, the money was applied to the marketing budget to promote our shows during each season.

**h. Have hotel-motel tax grants been received for this project previously?** NO

**i. Please attach Proof of Liability Insurance, Board/Management information, IRS Documentation.** See Attached Exhibit A for Liability insurance  
Exhibit B for Board/Management information  
Exhibit C for IRS documentation

**2. In what manner have you effectively supported or participated with the Waterloo CVB in the last 12 months? Examples include tradeshow, co-op marketing, event bids, etc.**

As one of the cornerstone cultural organizations, WCP/BHCT has been a partner organization with the CVB. We supply information and pictures to the CVB to help promote the exciting things happening in downtown Waterloo. Our productions have been utilized as the entertainment portion for tour group packages. We utilize our shows and special events to encourage more tourism through partnership agreements and cross-promotions.

**3. Project/Event Information**

**a. Please describe the project and specify the goals for the project.**

Community theatres from across the state will travel to Waterloo to compete in the AACTFest performing arts festival. Hosting this event will complement our goal of creating interest and participation in the performing arts to the community of NE Iowa.

**b. Please describe the mechanism for measuring the success of the project goals.**

The success of the project will depend on the number of teams entered and the quality of the performances. A panel of three adjudicators, with a wide range of theatrical training, experience and skills will provide constructive feedback in a supportive manner.

Ticket sales and participation of volunteers will also be measured and compared to historical data.

**c. For profit entities only: N/A**

**d. For capital projects only: N/A**

**4. Is this a new project or idea?** WCP/BHCT has not hosted AACTFest in over 20 years.

As a state-wide event, it draws teams of performers and their support crews from various areas of Iowa.

**6. What are expectations for attendance? 170**

**a. How many people do you expect from outside of Black Hawk County?**

We are expecting approximately 155 people. Two years ago, the event drew over 100 people, including actors and support crew from 6 communities across the state. Early projections indicate that we can expect at least 10 teams to compete this year and we are therefore projecting 150 people will be competing, plus at least 5 other festival officials who will also come from outside of the area.

**b. Please describe the specific mechanism for tracking attendance.**

The actors and their crew are required to check in before the competition. All other attendees will be tracked through our electronic ticketing system.

**7. What are your expectations for hotel room use in Waterloo?**

We have secured arrangements for up to 60 rooms hotels in Waterloo. This estimate is based on a room occupancy of 4 people.

**8. Please describe your marketing efforts.**

**a. What specific marketing will you be doing outside of Black Hawk County?**

We will invest in print/direct mail and social media advertising to promote the event outside of our local market.

**9. How does this project have a positive and lasting impact on Waterloo?**

Along with tourism and dollars for merchants, AACTFest will help create and support the efforts to bolster the reputation of the community as a "destination." Festival activities will include meals, social gatherings, entertainment, and an awards gala. Each activity will provide opportunities to showcase the attractions our city has to offer. Each team entered will receive a packet of materials which includes information about area attractions, restaurants, etc. It is our goal for Waterloo to be recognized as having a vibrant downtown entertainment district and other desirable amenities for tourists.

**10. Please fill out the attached budget information (attached Excel file), and provide the following budget snapshot.**

**a. Total Income:** Our goal is to generate a minimum of \$15,450.00

**b. Total Expense:** \$10,700.00

**c. Net Profit (Loss) for the event:** \$4,750.00

**d. Please describe how the requested grant money fits into the overall project. How will the funds be used, and does this grant have a profound impact on your ability to host this event?**

Grant funds will be used to cover the expenses of advertising, marketing materials, facility rentals and the expense of bringing in three adjudicators. Without grant support, we would be unable to commit to hosting this event. The expense of bringing in outside adjudicators from other states would be cost prohibitive. The number of participants are only projections at this point. Regardless of the number of teams who enter, we are still required to bring in three adjudicators. Grant funds will also ensure that

teams who enter, we are still required to bring in three adjudicators. Grant funds will also ensure that we can provide a quality experience for all of the guests coming from outside of the county for this competition.

**e. How will profit (if applicable) be used by the project/organization/business?**

Profit from this event will be used to supplement the ongoing educational activities and community performances provided by WCP/BHCT.

**Additional Information**

Are there additional details that should be known by the CVB Board of Directors or Waterloo City Council? No

**Acknowledgment and Signature**

I have reviewed this Application for Grant Funds from the City of Waterloo and Waterloo Convention and Visitors Bureau. To the best of my knowledge, the information contained in this application and its attachments is accurate and complete. The Hotel-Motel Tax Grant funds are **reimbursement** funds for project funding already spent, and are to be used for the express purpose as stated in the Grant Application. I, the undersigned, know full and well that if this program/project does not transpire, recommendation by the Waterloo Convention and Visitors Bureau Board of Directors for funding will be withdrawn. My organization will be responsible for refunding any portion of grant funds already received or for covering the costs for portions of the project that are non-fundable or not stated herein.



\_\_\_\_\_  
Signature of Applicant

**12/31/2014**

Date





Income: List all income expected for the project. Round dollar figures to the nearest dollars  
Please note if income from grants/sponsors has been secured or if funds are still pending

Income Source	Income/In-Kind (please note if cash or in-kind)	Source	Pending/Secured
Entry Fees 60 teams \$165 per team	3910	Teams	pending
Advertising	500		
Sponsorships			
Union Mission Church	300	Union Church	pending
Tomorrow Leader	500	Tomorrow Leaders	pending
Area churches	500	Area Churches	pending
Admissions	4500	Gym Facility	pending
concession	400	Union Church	pending
<b>Total Income</b>	<b>15610</b>		

Expenses: Provide an itemized list of all expenses, including both fundable and non-fundable items. Note which fundable expense will be met by the Hotel-Motel Tax Grant. Cash and in-kind match funds must be 50% of the total project cost or greater.  
Expenses should include items like the following: Travel expenses, bid/guarantee fees, registration costs, facility rental, equipment rental design costs, capital expenses (please specify each), safety and security costs, medical services, salaries, professional services (legal, accounting, etc., prizes (cash and other), marketing and advertising, insurance, honorariums, speaker's fees, hotel rooms, food & beverage, postage, phone utilities, printing, other (please specify). Please note that this list includes examples that are both fundable and non-fundable. Refer to the list on pages 2 & 3 for the complete list of fundable and non-fundable.

Expense Description	Expense Total	H-M Grant Request	Cash Match	In-Kind Match
Facility Rentals	4100	H-M Grant Request		
Officials	4,800		cash match	
insurance	500			in-kind match
medals	500		cash match	
postage	200		cash match	
concession	600		cash match	
t-shirts	250		cash match	



## GRANT REVIEW – Event/Capital Grant Application

**Organization:** Faith Basketball Academy

**Project(s) Overview:** Faith Basketball Academy is a local organization that is working with Mid-America Youth Basketball to put on a tournament for youth of the area and throughout the Midwest. Mid-America is an organization that has been around for more than 20 years and we've visited with them in the past about hosting tournaments. They like to have a local group to actually own and operate the tournament, and Faith Basketball gives them the structure/sanctioning/promotion they need.

This event has been held once previously in Waterloo, though the outcome was not as great as planners had hoped due to weather problems forcing a change in date. They did bring 2,500 total participants and spectators for that event, however.

This event will be held in late January/early February and use Highland Elementary, Carver and Bunger Middle Schools and the Cedar Valley SportsPlex.

**Summary of Use of Funds:** Funds will be used to assist in paying for the use of the gym space. Rental of space is a fundable expense, and the rental costs are less than 50% of the total budget.

### **Summary & How Application Relates to Goals:**

#### **Goal 1: Drive overnight stays in Waterloo**

The event does have an opportunity to draw visitors from around the region and country. MAYB has an extensive, nationwide mailing list that allows for tournament promotions. The challenge with the 2015 winter event, however, is that it is occurring the same weekend as the UNI Overseas Recruiting Fair. Rooms are already at a premium.

I have asked the planners at Faith Basketball about a possible date change, certainly going forward, but also even for 2015. They are going to be adding another tournament in the summer, which will be a great addition to the community and I'm hopeful we can help them find dates that work well for them and for Waterloo.

#### **Goal 2: Support & reward active partners who serve/drive visitors to Waterloo**

People are going to visit for the tournament. The winter tournaments are for 3<sup>rd</sup> through 8<sup>th</sup> grade students, which typically leads to many more spectators. Our economic impact calculator uses 2.7 people per room when it calculates youth amateur events, where adult amateur is 1.9.

#### **Goal 3: Support organizations and activities that have a positive impact on Waterloo**

Faith Basketball is filling a need that we'd previously identified: a group working with MidAmerica Youth Basketball to host tournaments. They've completed one event and already have this, and a summer tournament, planned. With quality venues at our schools and the Cedar Valley SportsPlex, we have a great opportunity to bring more events and more visitors to Waterloo.

**Goal 4: Provide seed money for new ideas/projects**

While not a new event, this is just the second time Faith Basketball has planned this tournament.

**Goal 5: Provide assistance in marketing outside Black Hawk County**

MYAB has an extensive, national, mailing list/email distribution system and their website advertises every one of their sanctioned events. While Faith Basketball isn't using grant funds to pay for advertising for the tournament, their partnership with MYAB gives them as much marketing power as the paid media we might be able to help them buy.

Waterloo Hotel-Motel Tax Grant application

Waterloo Hotel-Motel Tax Year-Round (Mini) Grant Application

*Entire application MUST be typed and every question must be answered fully*

Total Request: \$2,800 Total Project Cost \$10,700

**Contact Information**

Name of organization: Faith Basketball Academy

Check payable to (if different than above) Faith Basketball Academy

FEIN Number: 90-0876534

Name & Date of project/event: Saturday January 31<sup>st</sup> and Sunday February 1<sup>st</sup>, 2015

Contact person: Anthony Thomas

Address: 1910 City View Street

City \_Waterloo State Iowa Zip 50707

Phone number: 319-961-6314 Email: athomasbasketball@yahoo.com

Organization web address: mayb@mayb.com

**1. Organizational/Background Information**

a. What is the mission of your organization?

Mid America Youth Basketball wishes to offer a quality tournament to teams; providing them with as many games as possible. We offer a three game guarantee. However, we would like to offer our team's pool play and then bracket play. Providing certified referees will also give participating teams a greater trust in our program. We believe that a combination of many games, good officials, quality awards and good customer service equals a successful tournament. Mission

Faith Basketball Academy' philosophy is that young people will be able to participate in society and go through life challenges better if they follow basic biblical principles and understand their spiritual purpose. Basketball will be the entertainment piece that will be used to help build a spiritual growth in our athletes we serve.

b. How does your organization benefit the community?

The tournament will provide organized sport options to help our youth in their overall development. It will provide a competitive atmosphere for coaches, players, and parents. It will create outside business for local businesses and be entertainment for the Cedar Valley.

c. How long has your organization been in existence?

The Faith Basketball Academy was established in July of 2012. Mid America Youth Basketball origination has been in existence for 20 plus years.

Waterloo Hotel-Motel Tax Grant application

d. How many staff members and/or volunteers are involved with the organization?

We will have 3 to 4 staff and volunteers at each gymnasium that we will be occupying. Our locations will be Highland Elementary, George Washington Carver Intermediate, Bunger Intermediate, and The Sports Plex.

e. Is a member of the Waterloo City Council on your Board of Directors? If yes, please list.

No.

f. How does your organization market outside of Black Hawk County?

The tournament is marketed to over 20,000 teams across the United States on the Mid America Youth Basketball website. By going to [mayb@mayb.com](mailto:mayb@mayb.com) they can get all tournament information. Teams will be e-mailed about tournament also. Passing out fliers at other tournaments and church location.

g. Has your organization/business received hotel-motel tax grants previously? If so, please provide a list of projects. In 2012 for a Mid America Basketball Tournament

h. Have hotel-motel tax grants been received for this project previously? If so, please provide a copy of the completed project evaluation form(s) that were turned in for reimbursement.

i. Please attach Proof of Liability Insurance, Board/Management information, IRS Documentation.

**2. In what manner have you effectively supported or participated with the the Waterloo CVB in the last 12 months? Examples include tradeshows, co-op marketing, event bids, etc. N/A**

**3. Project/Event Information**

a. Please describe the project and specify the goals for the project.

The project is a basketball tournament for third through eighth grade boys and girls. We will promote and expose the athletes to an organized and competitive basketball tournament. Continuing to engage the Cedar Valley athletes in positive activities to enhance their development self-esteem, team work, cultural diversity and sportsmanship.

b. Please describe the mechanism for measuring the success of the project goals.

We would like to create an atmosphere that promotes the Cedar Valley as a great community to be a part of. The number of teams that register for the event in the Cedar Valley will be our measurement of success. Tournament evaluations completed by a Mid America Youth basketball regional director that will reflect high quality and professionalism for everyone involved including staff and volunteers.

C. For profit entities only: Please describe how this project is different from your normal business and how this ties into your normal business. How is this project tourism-related? N/A

d. For capital projects only: Please describe how this ties into your organization's mission, and how the project is tourism-related. How will this project allow you to draw additional people to Waterloo? N/A

Waterloo Hotel-Motel Tax Grant application

**4. Is this a new project or idea? If yes, please explain how this proposal explores a new idea, new direction, is innovative or is a new project? N/A**

**5. How does this event bring people to Waterloo from outside Black Hawk County?**

Mid America Youth Basketball is based out of Kansas. In the past, teams from have participated in Mid America Youth Basketball tournaments from Nebraska, Oklahoma, Illinois, Texas, Kansas, Missouri, Arkansas, Colorado and Iowa. There is the potential for teams from these states and from across the state of Iowa travel to the Cedar Valley for a tournament. Mid-America Youth basketball organization has over 20,000 contacts of boys and girls teams in their database.

**6. What are expectations for attendance?**

a. How many people do you expect from outside of Black Hawk County?

Our last tournament attracted 2,500 people from the Cedar Valley, surrounding areas and out of state. Because of the success of the 2012 winter MAYB tournament, in addition to the 2015 winter tournament we have scheduled a summer 2015 MAYB tournament which will take place in July.

b. Please describe the specific mechanism for tracking attendance.

Team registrations and wrist bands sold for admission will be used to track attendance

**7. What are your expectations for hotel room use in Waterloo?**

Our organization plan to block rooms at hotels around the Cedar Valley and post on the Mid America Youth Basketball website available hotels. Also we will use the United Basketball league Web page to promote where teams can stay as well.

**8. Please describe your marketing efforts.**

a. What specific marketing will you be doing outside of Black Hawk County?

Website, flyers, and mailing lists will be used to market.

**9. How does this project have a positive and lasting impact on Waterloo?**

It will give the youth from the Cedar Valley the opportunity to compete against other teams from outside the area. Visitors will have the opportunity to experience the cultural diversity, the art, museums and the history of the Cedar Valley. The success of this tournament could possibly lead to more tournaments on an even larger scale in the future. An identified goal is to bring a sanctioned International Basketball tournament to the area seeking to involve not only youth but adults as participants. We would offer opportunities for economically disadvantaged youth to be able to participate in this tournament to promote self-sufficiency, self-esteem and a sense of community involvement.

**10. Please fill out the attached budget information (attached Excel file), and provide the following budget snapshot.**

a. Total Income:

b. Total Expense:

c. Net Profit (Loss) for the event:

d. please describes how the requested grant money fits into the overall project. How will the funds be used, and does this grant have a profound impact on your ability to host this event?



Waterloo Hotel-Motel Tax Grant application

This event has been hosted before. With the Sports Plex being built being able to host tournament at a modern facility will help attract more teams and give us the capability of hosting a large tournament in the Cedar Valley Area.

The funds used will be for facility rental and quality officials these are two areas needed to run a successful tournament.

e. How will profit (if applicable) be used by the project/organization/business?

Profits will be used to run multiple youth tournaments and help fund other youth activities during the summer months.

**Additional Information**

Are there additional details that should be known by the CVB Board of Directors or Waterloo City Council?

**Acknowledgment and Signature**

I have reviewed this Application for Grant Funds from the City of Waterloo and Waterloo Convention and Visitors Bureau. To the best of my knowledge, the information contained in this application and its attachments is accurate and complete. The Hotel-Motel Tax Grant funds are **reimbursement** funds for project funding already spent, and are to be used for the express purpose as stated in the Grant Application. I, the undersigned, know full and well that if this program/project does not transpire, recommendation by the Waterloo Convention and Visitors Bureau Board of Directors for funding will be withdrawn. My organization will be responsible for refunding any portion of grant funds already received or for covering the costs for portions of the project that are non-fundable or not stated herein.

**Anthony Thomas**  
Signature of Applicant

**11/10/14**  
Date

# CITY OF WATERLOO

## Council Communication

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.

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

**Prepared:** 1/27/2015

### ATTACHMENTS:

Description	Type
☐ Detour Map_US 218 resurfacing	Backup Material

### SUBJECT:

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.

Submitted by:

Submitted By: Dennis Gentz, PE, Assistant City Engineer

Summary Statement:

This agreement is for the use of a city street to implement a detour needed for the contractors work on Loop Ramp F (EB US 20 to NB US 218) at the I-380/US 20/US 218 interchange for the above-referenced project. It is estimated that Loop Ramp F will need to be closed for night time construction from August 15, 2015 to September 15, 2015. The portion of the detour using city street will commence at the junction of IA Hwy 21 (Hawkeye Rd.) and E. San Marnan Drive, thence easterly 1.72 miles on E. San Marnan Drive to US 218. The City will be compensated based on the gas tax method of detour reimbursement. The estimated compensation is \$58,78.

This agreement is available in the City Clerk's Office if you wish to review it in its entirety.

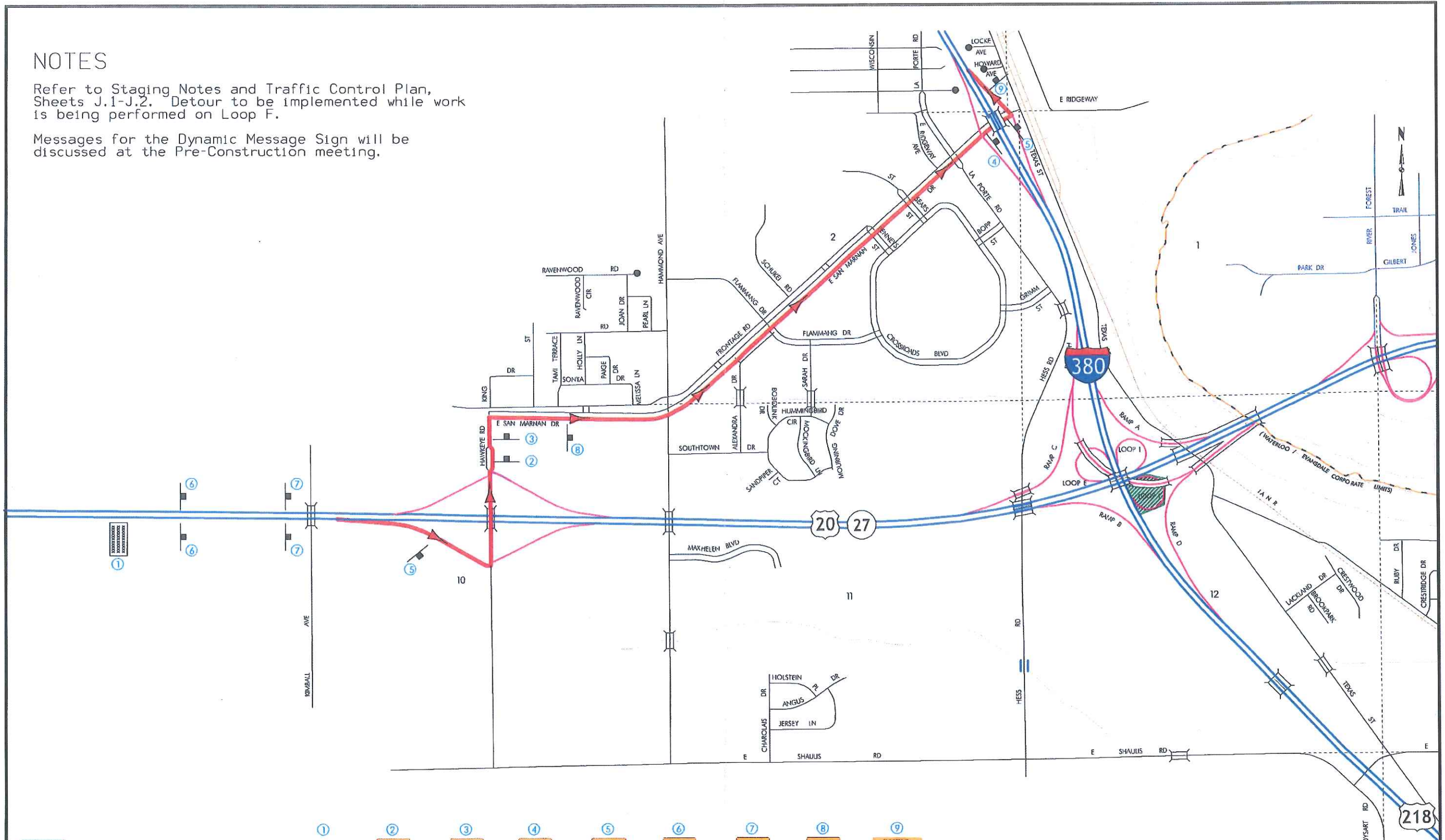
Background Information:

Detour map is attached.

# NOTES

Refer to Staging Notes and Traffic Control Plan, Sheets J.1-J.2. Detour to be implemented while work is being performed on Loop F.

Messages for the Dynamic Message Sign will be discussed at the Pre-Construction meeting.



 WORK AREA	① See notes above	②  DETOUR NORTH 218	③  DETOUR NORTH 218	④  DETOUR NORTH 218	⑤  DETOUR NORTH 218	⑥  DETOUR NORTH 218	⑦  DETOUR NORTH 218	⑧  DETOUR NORTH 218	⑨  DETOUR NORTH 218	⑨  DYNAMIC MESSAGE SIGN
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Not to Scale  
**LOOP F DETOUR**  
 EB US 20/IA 27  
 TO NB I-380/US 218  
 EXIT 232 B

# CITY OF WATERLOO

## Council Communication

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.

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

**Prepared:** 1/27/2015

**SUBJECT:** 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.

Submitted by: Submitted By: Phillip Schuppert, Storm Water Specialist

Summary Statement: The Iowa Department of Natural Resources (IDNR) permit, which the City maintains for its storm sewer system under the National Pollutant Discharge Elimination System (NPDES), requires the implementation of a pollution prevention and good housekeeping program for city owned facilities. During the development of a Stormwater Pollution Prevention Plan (SWPPP) for the Public Works building, it was discovered that oil storage at this facility exceeds the threshold limit of 1,320 gallons of oil product storage which requires the creation of a Tier 1 SPCC Plan. The purpose of this plan is to determine appropriate policies and procedures to be deployed in order to prevent or respond to a spill at the facility.

This agreement is available in the City Clerk's Office if you wish to review it in its entirety.

Expenditure Required: \$3,500.00

Source of Funds: Stormwater Fee

Background Information: The proposal was developed by Brad Roeth of Watersmith Engineering. The SPCC plan will be included as an attachment to the SWPPP, which Watersmith Engineering is currently preparing.

# CITY OF WATERLOO

## Council Communication

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.

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

**Prepared:** 1/27/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Agreement	Backup Material

**SUBJECT:** 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.

Submitted by: Submitted By: Noel Anderson, Community Planning & Development Director

Recommended Action: Authorization by the City Council for the Mayor to sign and fully execute the enclosed Enterprise Zone Agreements.

Summary Statement: Transmitted herewith is a Housing Enterprise Zone Program Agreements for JSA Development, LLC for the rehabilitation of 8 housing units located at 320-322 E 4th Street, within the Enterprise Zone.

Expenditure Required: None

Source of Funds: N/A

Policy Issue: Economic Development

Alternative: N/A

Background Information: As required by the State Code of Iowa, the local Enterprise Zone Commission reviewed the attached applications and project, and recommended approval to the State of Iowa. The State of Iowa has now approved the projects in its review, and has forwarded the agreements to commence with the project. The attached agreements are formal documentation of the projects, their locations within a locally designated and state certified Enterprise Zone, and the incentives they are eligible for under the program. Therefore, we ask that the City Council authorize the Mayor to sign and fully execute the agreement for the property. If you have any questions or need additional information please contact our office.

IOWA ECONOMIC DEVELOPMENT AUTHORITY  
**HOUSING ENTERPRISE ZONE PROGRAM AGREEMENT**

**EZ AGREEMENT NUMBER:** 14-HEZ-180  
**APPLICATION APPROVAL DATE:** June 30, 2014  
**AGREEMENT EFFECTIVE DATE:** June 30, 2014  
**ENTERPRISE ZONE NAME:** Waterloo EZ-8B located in Black Hawk County  
**ZONE EXPIRATION DATE:** June 18, 2019

THIS ENTERPRISE ZONE AGREEMENT is made by and among the Iowa Economic Development Authority, 200 East Grand Avenue, Des Moines, Iowa 50309 ("Authority" or "IEDA"), City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703, ("Community") and JSA Development, LLC, 315 East 5th Street, Waterloo, IA 50703, ("Housing Business").

WHEREAS, the purpose of the Enterprise Zone Program is to promote new economic development in economically distressed areas; and

WHEREAS, the Community has designated and the Authority has certified the Enterprise Zone identified above; and

WHEREAS, eligible housing businesses with projects located in a certified Enterprise Zone are authorized under this program to receive certain tax incentives and assistance; and

WHEREAS, the Enterprise Zone Commission responsible for the above-identified Zone has recommended approval and the Authority has found the Housing Business' application to be consistent with the Act's eligibility requirements; and

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, it is agreed as follows:

**ARTICLE I  
DEFINITIONS**

As used in this Agreement, the following terms shall apply:

1.1 "Act" means 2005 Iowa Code sections 15E.191 through 15E.196 as amended by 2005 Iowa Acts, House File 857 and House File 882.

1.2 "Administrative Rules" means 261 Iowa Administrative Code, chapter 59.

1.3 "Agreement Effective Date" means the date this Agreement becomes effective and the Housing Business is authorized to receive program benefits.

1.4 "Agreement Expiration Date" means the date this Agreement ceases to be in force and effect. This Agreement shall remain in effect until IEDA receives written verification that all 8 units have been certified for occupancy.

1.5 "Application Approval Date" means the date, as identified above, on which the Director or Director's designee of the IEDA approved the Housing Business' Enterprise Zone application.

1.6 "Board" means the IEDA Board.

1.7 "Commission" or "Enterprise Zone Commission" means the Enterprise Zone commission established by the Community responsible for the certified Enterprise Zone.

1.8 "IDR" means the Iowa Department of Revenue.

1.9 "Enterprise Zone" means the site within the Community certified by the Board for the purpose of attracting private investment.

1.10 "Project" means the activity, or set of activities, described in this Agreement and the Enterprise Zone application approved by IEDA.

1.11 "Project Completion" means the date of completion of construction or if this Project involves rehabilitation, the date all improvements included in the Project are completed.

## ARTICLE II ENTERPRISE ZONE BENEFITS

2.1 Benefits. The following Enterprise Zone benefits authorized by the Act and IEDA administrative rules are available to the Housing Business under this Agreement:

(a) Investment Tax Credit. The Housing Business may claim an investment tax credit up to a maximum of 10 percent of the new investment which is directly related to the building or rehabilitating of the units stated in Article IV, Section 4.1 of this Agreement.

New investment which is directly related to the building or rehabilitating units includes the following costs: land, surveying, architectural services, building permits, inspections, interest on the construction loan, building materials, roofing, plumbing materials, electrical materials, amounts paid to subcontractors for labor and materials provided, concrete, labor, landscaping, appliances normally provided with a new home, heating and cooling equipment, millwork, drywall and drywall materials, nails, bolts, screws, and floor coverings. New investment does not include the machinery, equipment, hand or power tools necessary to build or rehabilitate homes.

The new investment that may be used to compute the tax credit shall not exceed the new investment used for the first one hundred forty thousand dollars of value for each unit. In determining the tax credit, new investment financed through federal, state, and local government tax credits, grants, and forgivable loans shall not be included.

The tax credit may be used to reduce tax liabilities imposed under Iowa Code chapter 422, Division II, Division III or Division V or under Iowa Code chapter 432. Any credit in excess of the tax liability for the tax year may be credited to the tax liability for the following seven years or until depleted, whichever occurs earlier. If the business is a partnership, subchapter S corporation, limited liability company, or estate or trust electing to have the income taxed directly to the individual, an individual may claim the tax credit allowed. The amount claimed by the individual shall be based upon the pro-rata share of the individual's earnings of the partnership, subchapter S corporation, limited liability company, or estate or trust.

Transferable replacement tax credit certificates may be issued by the Authority to projects as described in Iowa Administrative Code 59.8(2)a.(8) and Iowa Administrative Code 59.8(2)a.(9):

- (i) Approved housing development projects using low-income housing tax credits authorized under Section 42 of the Internal Revenue Code and as described in Iowa Administrative Code 59.8(2)a.(8).
- (ii) Approved housing development projects located in a brownfield site as defined in section 15.291 or housing development projects located in a blighted area as defined in section 403.17 and as described in Iowa Administrative Code 59.8(2)a.(9). The Authority shall not issue more than three million dollars worth of transferable tax credits for housing developments that are located in a brownfield site as defined in section 15.291 or housing developments located in a blighted area as defined in section 403.17 in a calendar year. The Authority shall not issue more than one million five hundred thousand dollars in tax credit certificates for transfer to any one eligible housing

business assisted in a brownfield site as defined in section 291 or in a blighted area as defined in section 403.17.

(b) Refund Of Sales, Service And Use Taxes Paid To Contractors Or Subcontractors. The Housing Business is eligible for a refund of sales, service and use taxes paid by an eligible business, including an eligible business acting as a contractor or subcontractor as authorized in Iowa Code section 15.331A.

- (i) The Housing Business may apply for a refund of the sales and use taxes paid under Iowa Code chapters 422 and 423 for gas, electricity, water or sewer utility services, goods, wares, or merchandise, or on services rendered, furnished, or performed to or for a contractor or subcontractor and used in the fulfillment of a written contract relating to the construction or rehabilitation of the units within the Enterprise Zone.
- (ii) Taxes attributable to intangible property and furniture and furnishings shall not be refunded.

To receive a refund of the sales, service and use taxes paid to contractors or subcontractors, the Housing Business must, within one year after Project Completion, make an application to the IDR.

2.2 Duration Of Benefits. The Enterprise Zone designation shall remain in effect for ten years following the date of certification. Any state incentives or assistance that may be conferred must be conferred before the designation expires. However, the benefits of the incentive or assistance may continue beyond the expiration of the Enterprise Zone designation.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUSINESS**

To induce the Authority and the Community to authorize Enterprise Zone benefits referred to in this Agreement, the Housing Business represents, covenants and warrants that:

3.1 Authority. The Housing Business is a corporation duly organized and validly existing under the laws of its state of incorporation and is in good standing, and has complied with all applicable laws of the State of Iowa. The Housing Business is duly authorized and empowered to execute and deliver this Agreement. All action on the Housing Business' part (e.g. where required, appropriate resolution of its Board of Directors) for the execution and delivery of this Agreement, has been effectively taken.

3.2 Business Information. All written financial statements and related materials concerning the Housing Business and the Project provided to the Authority and the Community are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the effective date of the statements and related materials, and no material adverse change has occurred since that date.

3.3 Application. The contents of the application the Housing Business submitted to the Authority for Enterprise Zone program benefits (Attachment A) is a complete and accurate representation of the Housing Business and the Project as of the date of submission and there has been no material adverse change in the organization, operation, business prospects, fixed properties or key personnel of the Housing Business since the date the Housing Business submitted its application to the Authority. The application and any requested changes must be approved in writing by the local enterprise zone commission prior to acceptance by the Authority.

3.4 Claims And Proceedings. There are no actions, lawsuits or proceedings pending or, to the knowledge of the Housing Business, threatened against the Housing Business affecting in any manner whatsoever its rights to execute this Agreement or to otherwise comply with the obligations of the Housing Business contained under this Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Housing Business, threatened against the Housing Business or affecting the Housing Business' ability to proceed with the Project.

3.5 Permits. All necessary permits have been issued or will be applied for in a timely manner with reasonable expectation that they will be issued.



**ARTICLE IV  
CONDITIONS TO RECEIPT OF ENTERPRISE ZONE BENEFITS**

The Enterprise Zone Benefits authorized under Article II of this Agreement are available to the Housing Business provided the Housing Business, (and where applicable, the Community) satisfies each of the following conditions:

4.1 Build or Rehabilitate. The Housing Business must rehabilitate (rehab) 8 multi-family units in the Waterloo EZ-8B Enterprise Zone.

4.2 Modest Homes. The single-family homes and dwelling units which are rehabilitated or constructed by the Housing Business shall be modest homes or units, but shall include the necessary amenities. When completed and made available for occupancy, the single-family homes and dwelling units shall meet the United States Authority of Housing and Urban Development's housing quality standards and local safety standards.

4.3 Completed within Two Years. The Housing Business shall complete its building or rehabilitation within two years from the time the Housing Business begins construction or rehabilitation of the units described in Section 4.1.

4.4 Records And Accounts. The Housing Business shall maintain information, books, records, documents and other evidence concerning the Project, in sufficient detail to permit the Authority and the Community to assess compliance with the terms of this Agreement. The Housing Business shall retain the aforementioned records for a period of three (3) years from the Agreement Expiration Date.

4.5 Access To Records/Inspections. The Housing Business shall, upon prior reasonable notice and at any time (during normal business hours), permit the Community and its representatives and the Authority, its representatives or the State Auditor to examine, audit and/or copy:

- (i) any plans and work details pertaining to the Project,
- (ii) all of the Housing Business' books, records and accounts relating to the Project, and
- (iii) all other documentation or materials related to this Agreement.

The Housing Business shall provide proper facilities for making such examination and/or inspection. Records of the Housing Business furnished to the Authority in connection with this Project are subject to the provisions of Iowa Code chapter 22 and administrative rules adopted by the Authority concerning public records and requests for confidential treatment of records.

4.6 Notice Of Proceedings. The Housing Business shall promptly notify the Community and IEDA of the initiation of any claims, lawsuits, bankruptcy proceedings or other proceedings brought against the Housing Business which would adversely impact the Project.

4.7 Reports; Community Monitoring/Reporting.

(a) The Housing Business shall prepare, sign and submit the following reports:

<u>Report</u>	<u>Due Date</u>
Annual Certification	January 30

The Housing Business shall, for the length of its designation as an Enterprise Zone business, certify annually to the Community and the Authority its compliance with the requirements of the Act. The Housing Business shall use the form provided by the Authority for its annual certification. Documentation of compliance with the conditions detailed in Article IV shall be included with the annual certification.

4.8 Notice Of Business Changes. The Housing Business shall provide prompt advance notice to the Community and the Authority of any proposed change in the Housing Business ownership, structure or control which would materially and directly affect the Project.

## ARTICLE V DEFAULT AND REPAYMENT

5.1 Events Of Default. Enterprise Zone benefits described in Article II are only available to the Housing Business to the extent the Housing Business satisfies the conditions described in Article IV. Any of the following shall constitute an Event of Default under this Agreement:

(a) Material Misrepresentation. If at any time any representation, warranty or statement made or furnished to the Authority or the Community by, or on behalf of, the Housing Business in connection with this Agreement shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished.

(b) Breach Of Agreement. If there is a failure of the Housing Business to comply with any of the covenants, terms or conditions contained in this Agreement.

(c) Relocation Or Abandonment. If there is an abandonment of the Project and the Housing Business fails to renew the Project within the Enterprise Zone within 30 days. If the relocation or abandonment is due to a natural disaster (e.g. flood, tornado), the Housing Business shall have 120 days to renew the Project within the Enterprise Zone.

(d) Insolvency Or Bankruptcy. If the Housing Business becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or the Housing Business applies for or consents to the appointment of a trustee or receiver for the Housing Business or for the major part of its property; or if a trustee or receiver is appointed for the Housing Business or for all or a substantial part of the assets of the Housing Business and the order of such appointment is not discharged, vacated or stayed within sixty (60) days after such appointment; or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against the Housing Business and, if instituted against the Housing Business, is consented to, or, if contested by the Housing Business is not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

### 5.2 Notice Of Default.

(a) From Authority. If, through the annual certification report or other means, the Authority has reason to believe the Housing Business is in default of the terms of this Agreement, the Authority will issue a written notice of default to the Housing Business, setting forth the nature of the default in reasonable specificity, and providing therein a reasonable period of time, which shall not be less than 30 days from the date of the notice of default, in which the Housing Business shall have an opportunity to cure, provided that cure is possible and feasible. A copy of any Notice of Default will also be provided to the Community and IDR.

(b) From Community. If, through monitoring, auditing or other means, the Community has reason to believe the Housing Business is in default of the terms of this Agreement, the Community will issue a written notice of default to the Housing Business, setting forth the nature of the default in reasonable specificity, and providing therein a reasonable period of time, which shall not be less than 30 days from the date of the notice of default, in which the Housing Business shall have an opportunity to cure, provided that cure is possible and feasible. A copy of any Notice of Default will also be provided to the Authority and IDR.

5.3 Repayment; Loss of Benefits.

(a) Failure to meet/maintain requirements. If the Housing Business fails in any year to meet or maintain any one of the requirements of the Act, the Housing Business shall repay the value of the incentives received for each year during which it was not in compliance.

(b) IDR recovery. Once it has been established, through the Housing Business' annual certification, monitoring, audit or otherwise, that the Housing Business is required to repay all or a portion of the incentives received, the IDR shall collect the amount owed. IDR has the authority, pursuant to the Act, to recover the value of state taxes or incentives provided under the Act. The value of state incentives provided under the Act includes applicable interest and penalties.

**ARTICLE VI  
GENERAL TERMS AND PROVISIONS**

6.1 Compliance With Laws And Regulations. The Housing Business shall comply with all applicable State and federal laws, rules (including the administrative rules adopted by the Authority for the Enterprise Zone Program - 261 Iowa Administrative Code, chapter 59), ordinances, regulations and orders.

6.2 Termination. This Agreement may be terminated by the Authority or the Community: (a) in the event of an unremedied material Event of Default by the Housing Business under Article V of this Agreement; or (b) by mutual agreement of all parties.

6.3 Survival Of Agreement. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

6.4 Governing Law. This Agreement shall be interpreted in accordance with the law of the State of Iowa, and any action relating to this Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

6.5 Modification. This Agreement may only be modified by a written document signed by all Parties.

6.6 Notices. Whenever this Agreement requires or permits any notice or written request by one party to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or three (3) business days after posting. The Authority may rely on the addresses of the Housing Business and Community set forth heretofore, as modified from time to time, as being the addresses of the Community and Housing Business.

6.7 Waivers. No waiver by a party of any Event of Default hereunder shall operate as a waiver of any other Event of Default or of the same Event of Default on any future occasion. No delay on the part of a party in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by a party shall preclude future exercise thereof or the exercise of any other right or remedy.

6.8 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Agreement.

6.9 Integration. This Agreement contains the entire understanding between the Community, Housing Business and the Authority and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the parties have relied on any such prior representation in entering into this Agreement.

6.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

6.11 Document Incorporated By Reference. The following document is hereby incorporated by reference:

- (a) Attachment A, "Housing Business' Enterprise Zone Application." Due to its size, Attachment A will not be attached to this Agreement, but will be kept on file at the Iowa Economic Development Authority. It shall, nevertheless, be considered an incorporated element of this Agreement.

6.12 Order Of Priority. In the event of a conflict between documents of this Agreement, the following order of priority shall govern:

- (a) Articles 1 through 6 herein.
- (b) Attachment A, "Housing Business' Enterprise Zone Application."

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date first stated:

FOR THE COMMUNITY:  
City of Waterloo

FOR IEDA:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Deborah V. Durham, Director

\_\_\_\_\_  
Type or Print Name, Title

FOR THE HOUSING BUSINESS:  
JSA Development, LLC

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name, Title  
*James A. Walsh Jr  
President*

# ATTACHMENT A

## Housing Business' Enterprise Zone Application

Due to its size, Attachment A will not be attached to this Agreement, but will be kept on file at the Iowa Economic Development Authority. It shall, nevertheless, be considered an incorporated element of this Agreement.

# 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.

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

**Prepared:** 1/28/2015

**SUBJECT:** 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.

Submitted by: Submitted By: Noel Anderson, Community Planning & Development Director

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: 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.

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.

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.



# CITY OF WATERLOO

## Council Communication

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.

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

**Prepared:** 1/28/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Amendment to Purchase Agreement	Cover Memo

**SUBJECT:** 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.

Submitted by: Submitted By: Noel Anderson, Community Planning & Development Director

Recommended Action: Approve the extension of the above-noted document to March 1, 2015.

Summary Statement: The original agreement allowed for a timeframe for the City to conduct environmental testing on the site. The Phase I has required more research than originally anticipated, and more time is necessary to complete the Phase I report. The original agreement also noted the request for an extension if a Phase II report is recommended. This extension will address that need for a Phase II report, as it is recommended.

Expenditure Required: Up to \$15,000.

Source of Funds: Downtown bond and TIF funds.

Policy Issue: Downtown acquisition and redevelopment

Alternative: NA

Background Information: The City of Waterloo is working to acquire the former Wonder bread building due to its location within many new projects in the Downtown Waterloo area. This extension will allow for the City of Waterloo to properly assess any environmental risks as a part of the acquisition process.

**FIRST AMENDMENT TO  
PURCHASE AND SALE AGREEMENT**

**THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT** (this “Amendment”) is made effective as of the **14th day of January, 2015**, by and between **FLOWERS BAKING CO. OF WATERLOO, LLC**, an Iowa limited liability company (“Seller”), and **THE CITY OF WATERLOO**, an Iowa municipal corporation (“Buyer”).

**WITNESSETH:**

**WHEREAS**, Seller and Buyer entered into that certain Purchase and Sale Agreement dated as of December 15, 2014 (the “Contract”), regarding certain real property and improvements lying and being in Waterloo, Iowa, as more particularly described in the Contract (the “Property”);

**WHEREAS**, Buyer and Seller now desire to amend the Contract; and

**WHEREAS**, Seller and Buyer are entering into this Amendment for the purpose of setting forth their agreement with respect to such amendment.

**NOW, THEREFORE**, for and in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which Buyer and Seller acknowledge, Buyer and Seller agree as follows with respect to the Contract:

**1. Definitions.** To the extent not otherwise defined herein, all capitalized terms used in this Amendment shall have the meanings ascribed to them in the Contract.

**2. Personal Property.** Notwithstanding what is set forth in the last sentence of **paragraph 1** of the Contract, Buyer and Seller hereby agree that the items highlighted in green on the list of personal property attached hereto as **Exhibit “A”**, and made a part hereof by reference, are the only items of personal property that Seller will be removing from the Property. All other items of personal property shall remain on, and become part of, the Property and shall transfer to Buyer at Closing.

**3. Due Diligence Date.** Notwithstanding what is set forth in **paragraph 5(b)** of the Contract, the Due Diligence Date is hereby extended to January 30, 2015.

**4. Acknowledgment.** Seller and Buyer hereby acknowledge that all references to the “Purchase and Sale Agreement” in the documents delivered in connection with the Closing shall be deemed to refer to the Contract, as amended by this Amendment.

**5. Miscellaneous.**

**(a)** Except as and to the extent expressly modified and amended herein, Buyer and Seller ratify the Contract in accordance with its terms.

**(b)** This Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

**(c)** This Amendment may be signed and transmitted electronically or by facsimile machine. The signature of any person on an electronically or facsimile copy hereof shall be considered an original signature and an electronically or facsimile transmitted copy hereof shall have the same binding effect as an original signature on an original document.

**(d)** Each party to this Amendment represents and warrants that such party has full and complete authority to execute this Amendment, and each person executing this Amendment on behalf of a party represents and warrants that he or she has been fully authorized to execute this Amendment on behalf of such party, and that such party is bound by the signature of such representative.

**(e)** In the event of a conflict between the terms of this Amendment and the other terms of the Contract, the terms of this Amendment shall control.

**(f)** This Amendment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State where the Property is located.

*[Signatures begin on the following page]*

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to execute, seal and deliver this Amendment, all as of the day and year first written above.

**SELLER:**

**FLOWERS BAKING CO. OF WATERLOO, LLC**, an Iowa limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER:**

**THE CITY OF WATERLOO**, an Iowa municipal corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit "A"**

**Personal Property List**

*(See Attached - items to be removed are highlighted in green)*

Barcode	Description	Manufactur	Model	SerialNumb
100004478	MIXING ACCESSORIES	HASS	RK750	
100009001	MIXER	BP	13	
100009002	SCALE/METER	FAIRBANKS	IND-HR2300-2	042040200119
100009006	SCALE/METER	TOLEDO	PANTHER	
100009007	SCALE/METER	TOLEDO	PANTHER	
100009008	MIXER	BP	16	
100009011	SCALE/METER	FAIRBANKS	IND-HF2300-2	03310200027
100009012	TANK	CHERRY BURRELL	UNK	E-1-91
100009015	SCALE/METER	CONTREC	414	
100009018	DIVIDER	AMF	UNK	
100009020	APPLICATOR	UNK	UNK	
100009021	CONVEYOR(s)	BMI	UNK	
100009022	CONVEYOR(s)	BMI	UNK	
100009023	CONVEYOR(s)	BMI	UNK	
100009024	CONVEYOR(s)	BMI	4181	11767-9
100009025	CONVEYOR(s)	BMI	4181	11767-10
100009026	MOULDER	UNK	SHEETER	
100009027	MOULDER	UNK	MOULDER	
100009028	CONVEYOR(s)	BMI	4181	11767-4
100009029	MOULDER	IBC	UNK	
100009030	CONVEYOR(s)	BMI	4181	11767-2
100009032	CONVEYOR(s)	UNK	UNK	
100009033	PAN GREASER	BURFORD	7300	11427
100009034	CONVEYOR(s)	UNK	UNK	
100009035	CONVEYOR(s)	UNK	UNK	
100009037	CONVEYOR(s)	UNK	UNK	
100009038	CONVEYOR(s)	BMI	4181	11767-5
100009039	CONVEYOR(s)	BMI	4181	11767-6
100009040	CONVEYOR(s)	BMI	4181	11767-7
100009042	OVEN	BP	970	53555
100009044	CONVEYOR(s)	STEWART	UNK	
100009045	CONVEYOR(s)	VP	UNK	
100009046	CONVEYOR(s)	STEWART	UNK	
100009047	DEPANNER	UNK	UNK	
100009048	CONVEYOR(s)	STEWART	UNK	
100009049	CONVEYOR(s)	STEWART	UNK	
100009050	CONVEYOR(s)	STEWART	UNK	
100009058	CONVEYOR(s)	STEWART	UNK	
100009059	CONVEYOR(s)	STEWART		
100009060	CONVEYOR(s)	STEWART	UNK	
100009061	CONVEYOR(s)	STEWART	UNK	
100009062	APPLICATOR	CLAYTON	HGCD	138
100009063	CONVEYOR(s)	STEWART	UNK	
100009064	CONVEYOR(s)	STEWART		
100009065	CONVEYOR(s)	STEWART	UNK	
100009066	CONVEYOR(s)	STEWART	UNK	
100009067	CONVEYOR(s)	STEWART	UNK	
100009068	COOLER - MULTIFLEX	STEWART	UNK	
100009069	COOLER	METALWASH	UNK	
100009070	CONVEYOR(s)	STEWART	UNK	
100009071	CONVEYOR(s)	STEWART	UNK	
100009073	METAL DETECTOR	GORING KERR	60AL22INTAE	27144-2143



100009074	CONVEYOR(s)		STEWART		UNK		
100009075	CONVEYOR(s)		STEWART		UNK		
100009076	CONVEYOR(s)		STEWART		UNK		
100009077	CONVEYOR(s)		STEWART		UNK		
100009078	CONVEYOR(s)		STEWART		UNK		
100009079	CONVEYOR(s)		STEWART		UNK		
100009080	CONVEYOR(s)		STEWART		UNK		
100009083	BAG CLOSING EQUIPMENT		BEDFORD		2000		14649
100009086	BAGGER		FORMOST		GT-4		
100009087	BAG CLOSING EQUIPMENT		BURFORD		2100		11520
100009089	BAG CLOSING EQUIPMENT		BURFORD		2000		14680
100009091	SLICER		AMF		75		
100009094	SLICER		AMF		75		37621
100009097	BAG CLOSING EQUIPMENT		BURFORD		2100LE		15478
100009101	BOILER		KEWANEE				415922A
100009102	TANK		UNK		UNK		
100009103	BOILER		KEWANEE		L35-150-G0		94992
100009105	SIFTER, FLOUR		PRATER		UNK		
100009107	AIR COMPRESSOR		QUINCY		QSI-245		91205H
100009108	SCALE/METER		TOLEDO		2181		10089
100009109	AIR COMPRESSOR		QUINCY		QSI235		9-1925
100009110	AIR DRYER		ZEKS		UNK		
100009112	TANK		TRICITY		UNK		
100009113	TANK		TRICITY		UNK		
100009114	APPLICATOR		BURFORD		901		
100009115	SHOP EQUIPMENT / LAB / SANITATION		METALWASH		RS48X84		4768
100009116	TANK		UNK		UNK		
100009117	TANK		UNK		1500GALLON		
100009119	AIR COMPRESSOR		CURTIS		FA9801		
100009120	FORK LIFT		CLARK		TM15S		TM747-0384-8990FB
100009121	BAG CLOSING EQUIPMENT		BURFORD		2000		13536
100009122	BAG CLOSING EQUIPMENT		BURFORD		2000		11519
100009123	BAG CLOSING EQUIPMENT		BURFORD		2100		11990
100009124	BAG CLOSING EQUIPMENT		BURFORD		2100		15076
100009126	SHOP EQUIPMENT / LAB / SANITATION		HOTSY		S429K424AS-230		10678
100009129	SHOP EQUIPMENT / LAB / SANITATION		JOHN DEERE		UNK		
100009132	SHOP EQUIPMENT / LAB / SANITATION		WILTON		UNK		
100009133	SHOP EQUIPMENT / LAB / SANITATION		DELTA		17900		0015
100009134	SHOP EQUIPMENT / LAB / SANITATION		DAYTON		4Z909B		9907
100009135	SHOP EQUIPMENT / LAB / SANITATION		LINCOLN		UNK		A23507
100009136	SHOP EQUIPMENT / LAB / SANITATION		LINCOLN		POWER MIG255		
100009137	SHOP EQUIPMENT / LAB / SANITATION		HARMAL		UNK		
100009138	SHOP EQUIPMENT / LAB / SANITATION		RIGID		UNK		
100009139	FIRE PROTECTION SYSTEM		UNK				
100009140	SHOP EQUIPMENT / LAB / SANITATION		UNK		UNK		
100009141	FERMENTATION ROOM		UNK		UNK		
100009142	WASTEWATER SYSTEM		UNK		UNK		
100009143	SHOP EQUIPMENT / LAB / SANITATION		UNK		UNK		
100009144	FLOUR SYSTEM		UNK		UNK		
100009145	SHOP EQUIPMENT / LAB / SANITATION		KING		UNK		
100009147	DOLLY / PAN TRUCKS / 2 WHEELERS		UNK		UNK		
100009148	SHOP EQUIPMENT / LAB / SANITATION		ALTO		EZ-8		
100009151	PALLET RACK		UNK		UNK		
100009152	SHOP EQUIPMENT / LAB / SANITATION		UNK		UNK		
100009153	SHOP EQUIPMENT / LAB / SANITATION		ENERPAC		25TON		

100009154	SHOP EQUIPMENT / LAB / SANITATION	UNK		UNK		
100009155	SCALE/METER	OHAUS		CD11		0060683-6LF
100009156	SCALE/METER	FAIRBANKS		IND-HR2300-2		021930150103
100009159	HVAC EQUIPMENT	UNK		UNK		
100009160	MIXING ACCESSORIES	UNK		UNK		
100009161	FERMENTATION ROOM	UNK		UNK		
100009162	SHOP EQUIPMENT / LAB / SANITATION	UNK		UNK		
100009163	HVAC EQUIPMENT	UNK		UNK		
100009165	HVAC EQUIPMENT	UNK		UNK		
100009166	HVAC EQUIPMENT	UNK		UNK		
100009167	SHOP EQUIPMENT / LAB / SANITATION	CARRIER		UNK		
100009168	SCALE/METER	MERCURY		UNK		
100009169	BAGGER	TELE-SONIC		UNK		
100009170	SHOP EQUIPMENT / LAB / SANITATION	UNK		UNK		
100009171	HVAC EQUIPMENT	UNK		UNK		
100021187	BAGGER	UBE				
100124747	BAGGER	UBE				7500208
100125443	SCALE/METER	MICRO MOTION		57627054		3700A1A05DADZZ
100125444	SCALE/METER	MICRO MOTION		7627050		3700A1A05DADZZ
100125445	SCALE/METER	MICRO MOTION		7627099		3700A1A05DADZZ
100125446	SCALE/METER	MICRO MOTION		7627053		3700A1A05DADZZ
100127487	SCALE/METER	FAIRBANKS		UNK		
100127488	HOIST	BP		UNK		
100127489	SLICER	BETTENDORF		75		37154R
100127490	SHOP EQUIPMENT / LAB / SANITATION	TIGER		SCISSOR LIFT		
100127491	SHOP EQUIPMENT / LAB / SANITATION	KING		UNK		
100127492	BAGGER	UBE		75-1		7500273
100128025	PALLET JACK	CLARK		P40F		P465-0480-8113FB
100129342	BAILER	UBE				00690
100130324	HOIST	BP		47717		6524
100130325	ROUNDER	AMF		UNK		
100130326	CONVEYOR(s)	UNK		UNK		
100130327	PROOFER - RACK	UNION STEEL		SIZE 3		2557
100130329	PALLET JACK	MULTITON		TM55		
100130330	FLOUR SYSTEM	UNK		UNK		
100130331	TANK	NATIONAL		200		BD522476
100130536	HOT WATER HEATER	RECO		NB31842		U-15426
100130537	CODER/IMPRINTER	MARKEM		6096		US11030114
100130538	CODER/IMPRINTER	MARKEM		6096		US11030115
100130539	CODER/IMPRINTER	MARKEM		6096		US11030116
100131524	CHILLER	UNK		B-4-OT-1-32		
N/A	COOLTRONIC PANEL COOLER					
N/A	6 - MSC CABINETS 5FT HIGH - FULL OF BOLTS NUTS FITTINGS					
N/A	2 - 36 INCH PORTABLE FLOOR FANS					
N/A	2 - 50 GALLON DRUM LIFTS					
N/A	2 - TANKS AND CUTTING TORCH					
N/A	1 - PORTABLE FIELD PIPE BENDER					
N/A	2 - ELECTRICAL SAFETY SIGNS					
N/A	4 - DISPLAY CASES					
N/A	1 - MIXING ROOM WALL THERMOMETER					
N/A	4 - MIXING INGREDIENT STORAGE BINS					
N/A	2 - AB POWER FLEX 4					
N/A	1 - SCL 500 1746 CARD					
N/A	6 - MOP HANDLES					
N/A	ALL PIPE BENDING TOOLS					
N/A	TAP AND DIE SET					
N/A	NUMBER AND LETTER PUNCH SET					

# CITY OF WATERLOO

## Council Communication

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.

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

**Prepared:** 1/28/2015

**SUBJECT:** 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.

Submitted by: Submitted By: Noel Anderson, Community Planning & Development Director

Recommended Action: Approval of a Resolution supporting the application by Black Hawk Contracting & Development Co. for the Iowa Workforce Housing Tax Incentives Program.

Summary Statement: The Iowa Workforce Housing Tax Incentives Program is a new tax credit program that is effective January 28, 2015. The program is similar to the Enterprise Zone program that was dissolved by the State of Iowa on June 30, 2014.

Expenditure Required: N/A

Source of Funds: N/A

Policy Issue: Economic Development

Alternative: N/A

Background Information: The requirements for the Iowa Workforce Housing Incentives Program includes: Projects must meet one of four criteria:

- Located on a grayfield or brownfield site
- Repair or rehabilitation of dilapidated housing stock
- Upper story project
- New construction in a community with demonstrated workforce housing needs

• The developer must build or rehabilitate at least four single-family homes or at least one multi-family building containing three or more units or at least two upper story units.

- Total project costs may not exceed \$200,000 per unit for new construction or \$250,000 per unit for historic rehabilitation.
- Total program benefits are limited to a maximum of \$1 million per recipient.
- The housing project must be completed within three years of award.
- IEDA must approve the developer's application for Workforce Housing Tax Credit prior to project initiation.

Along with the requirements listed above the developer must have documentation of local matching funds pledges for the housing project in an amount equal to at least \$1,000 per dwelling unit. These funds may be in the form of a tax exemption program such as the CURA and CLURA.

# CITY OF WATERLOO

## Council Communication

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.

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

**Prepared:** 1/21/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Library change order 1	Cover Memo

Submitted by: Submitted By: Craig Clark Building Official/Maintenance Administrator

Recommended Action: Approve recommendation of award of Change Order 1 in the amount of \$1,497.00 to Don Gardner Construction of Waterloo, IA, in conjunction with Waterloo Public Library Restroom Renovation and authorize Mayor to execute said document.

Background Information: Change order 1 will replace old carpet in the hallway leading to the new restrooms.

FINANCE COMMITTEE  
 February 2, 2015  
 5:10 p.m.  
 Harold E. Getty Council Chambers

Roll Call:      Members:      Chairperson Carolyn Cole  
    Vice Chair Steve Schmitt  
    David Jones

**Approval of Agenda, as proposed.**

**Approval of Minutes of January 26, 2015.**

**NEW BUSINESS**

<i>Travel Requests</i>					
	<i>Name &amp; Title of Personnel</i>	<i>Class/Meeting</i>	<i>Destination</i>	<i>Date(s)</i>	<i>Amount not to Exceed</i>
1.	Lt. Carrier	2015 Iowa Employment Conference	Altoona, IA	4/22/15 – 4/23/15	\$420.00
2.	Sgt. Farmer & P.O. B. Walter	CDR Operators/CDR Analysis and Applications Class	Nashville, TN	3/22/15 – 3/27/15	\$2,920.00
3.	Mohammad Elahi, Traffic Engineer	Systems Engineering for Signal Systems including Adaptive Control	Ames, IA	2/25/15 – 2/26/15	\$210.00
4.	Lt. Fangman	Police Staff and Command School	Marshalltown, IA	10/5/15 – 2/12/16	\$11,240.00

5.

<i>Pre-Authorizations to Expend over \$1,000.00</i>		
<i>Dept.</i>	<i>Amount + Est. S/H</i>	<i>Expenditure</i>
Central Garage	\$3,538.09	Repair parts – Backhoe Front Axle
Engineering	\$8,156.00	Fabricate and install two pipe and match extensions, including skirt covers. Fabricate one 5’x6’ way finding sign
P&Z, Eng & CD	\$2,466.95	ArcGIS Software Maintenance Agreement
Police	\$3,733.38	Repair squad car damaged in a traffic accident

Public Works	\$2,260.00	Request for Service Software Annual Maintenance
Sewer	\$6,786.00	DeZurik 6" plug valves, two each, Lagoon #2 gas drip pit replacement valves

**BUDGET LINE ITEMS TO BE AMENDED**

6. Approve the project budget for Riverfront Sports Park #7 - #8 Field Lighting in the total amount of \$145,000, funded with a BHC Gaming Association grant in the amount of \$90,000, private donations in the amount of \$5,000, \$27,000 in insurance proceeds from hail damage and general obligation bonds in the amount of \$23,000 – *Submitted by Leisure Services*
7. Approve the project budget for the bullet proof vest grant in the amount of \$7,330.38 with city matching funds of \$7,330.38 – *Submitted by the Police Department.*
8. Approve the use of carryover funds from June 30, 2014 in the Golf Improvements project for use during FYE2015 in the amount of \$17,060.65 – *Submitted by Leisure Services.*
9. Approve the project budget for the Justice of Assistance Grant (JAG10) in the amount of \$60,271 for use by the Tri-County Drug Task Force – *Submitted by the Police Department.*

**BILLS PAYMENT**

**ADJOURNMENT**

Suzy Schares, CMC  
City Clerk/Human Resource Director

FINANCE COMMITTEE  
 January 26, 2015  
 5:10 p.m.  
 Harold E. Getty Council Chambers

Members present: Cole, Schmitt. Absent: Jones.

Moved by Schmitt, seconded by Cole that the Agenda, as proposed, be approved. Ayes: Two. Motion carried.

Moved by Schmitt, seconded by Cole that the Minutes of January 20, 2015, as proposed, be approved. Ayes: Two. Motion carried.

Moved by Cole, seconded by Schmitt that the request for the following travel requests, be approved.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
Bob Ball, Chief Building Inspector	Wisconsin Commercial Building Code Refresher	Madison, WI	2/15/15 - 2/18/15	\$1,185.00
Inv. Hesse	Canvassing, Search and Recovery Strategies for Abducted Children	Council Bluffs, IA	2/9/15 – 2/12/15	\$610.00
Larry Smith, Superintendent	18 <sup>th</sup> Annual IAWEA Maintenance Conference	Ankeny, IA	2/3/15 – 2/4/15	\$365.00
Jason Hernandez, Medical Officer and David Meiser, Medical Officer	EMS Today Conference 2015	Baltimore, MD	2/25/15 – 3/1/15	\$2,840.40

Ayes: Two. Motion carried.

Craig Clark, Building Official, explained that Wisconsin is also under the International Building Code.

Moved by Schmitt, seconded by Cole that the request for the following pre-authorizations to expend over \$1,000.00, be approved. Ayes: Two. Motion carried.

Pre-Authorizations to Expend over \$1,000.00		
Dept.	Amount + Est. S/H	Expenditure
Central Garage	\$5,159.39	Upper and Lower Pivot Assembly
Leisure Services	NTE \$5,000.00	Rental of Excavator
Leisure Services	NTE \$750.00	Food for Youth Golf Tournament Participants
Planning	\$2,700.00	Two (2) ArcGIS for Desktop Basic Single Use License
Police	\$16,315.70	Five (5) Panasonic Toughbook Laptop Computers for the Police Patrol Cars
Sewer	\$3,100.50 + \$200.00 S/H	Replacement Parts for Disinfection Unit
Street	\$8,510.77	Replacement Tires for Wheel Loader A05

Moved by Schmitt, seconded by Cole to approve set up of a petty cash drawer for the Public Works Department in the amount of \$75.00. Ayes: Two. Motion carried.



Moved by Cole, seconded by Schmitt that Bills Payment, as contained in Accounts Payable Invoice Report, dated January 26, 2015, in the amount of \$2,976,213.04, be received, placed on file and approved and forwarded to the full council for approval. Ayes: Two. Motion carried.

With no further business before the committee, it was moved by Cole, seconded by Schmitt that the meeting be adjourned at 5:13 p.m. Ayes: Two. Motion carried.

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Suzy Schares, CMC  
City Clerk/Human Resource Director

# CITY OF WATERLOO

## Council Communication

Waterloo Housing Authority Board meeting minutes of January 15, 2015 on file in the City Clerk's office.

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

**Prepared:** 1/23/2015

### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Waterloo Housing Authority Board Minutes	Cover Memo

**SUBJECT:** Waterloo Housing Authority Board meeting minutes of January 15, 2015 on file in the City Clerk's office.

Submitted by: Submitted By: Julie Snider, Executive Director

Recommended Action: Recieve and place on file.

WATERLOO HOUSING AUTHORITY, Governing Board Minutes

January 15, 2015 at 8:15 AM

Harold E. Getty Council Chambers – Waterloo City Hall

Members Present: Welper, Jones, Lind, Morrissey, Schmitt, Waterman, Dillon, Snider, Mayer

Motioned by Morrissey, seconded by Schmitt, that the Agenda be approved and the minutes from the November 20, 2014 meeting be approved. Ayes: All Motion Carried.

Motioned by Morrissey, seconded by Lind to approve the following agenda items:

1. Resolution and Approval of HAPPY Software contract renewal.
2. Approval of travel request to attend INAHRO Spring Conference on April 8-10, 2015.
3. Resolution to accept and approve the HUD Operating Subsidy Budget for the Public Housing Program for CY2015

Ayes: All. Motion carried.

Motioned by Lind, seconded by Morrissey to approve the following agenda items:

4. Request for authorization to set date of Public Hearing for FY2015-2020 Annual and 5 Year Agency Plan.
5. Approval to place on file the Housing Authority report including the Leasing, HAP and Administrative Fee Utilization Report.

Ayes: All. Motion carried.

Motioned by Morrissey, seconded by Lind to adjourn the meeting.

Ayes: All Motion Carried.

SAM