



**THE CITY COUNCIL OF WATERLOO, IOWA
SPECIAL SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Tuesday, March 14, 2023
3:30 PM**

**CITY OF WATERLOO
COMMUNITY VISION PLAN**

1. Fly the W: To develop a sense of pride and relationship between residents and the City of Waterloo, and then leverage that pride to communicate the City's attributes to external audiences.
2. Elevate Housing: Redevelop, renovate, or improve 800 residences in Waterloo in eight years by providing access to capital.
3. Celebrate and Connect Neighborhoods: To leverage Waterloo's rich tradition of neighborhoods by celebrating and connecting them with the community and region at large.
4. Waterloo Works: Grow a diverse and skilled workforce in Waterloo that connects people and employers for mutual growth.
5. Crossroads Doubledown: Re-energize Crossroads Mall area into a sports/recreation themed gravitational center.
6. Power Up Downtown: Keep Waterloos core downtown evolving to meet the needs of future generals, supporting and showcasing arts and cultural opportunities and creating an experience like no other.
7. Sportstown USA: To generate excitement, develop youth, and drive investment and economic impact from year-round visitors.
8. Community of Opportunity: Eliminate barriers that keep Waterloo residents, and the community as a whole, from reaching its true potential, creating an equitable, thriving, and sustainable community for future generations.
Waterloo is a Community of Opportunity, where everyone can prosper.

GENERAL RULES FOR PUBLIC PARTICIPATION SPECIAL SESSION AGENDA

- A. Iowa Code Chapter 21 gives the public the right to attend council meetings, but it does not require cities to allow public participation except during public hearings. The public is required to follow the rules listed in this article when speaking during any meeting of the city council.

- B. At the presiding officer's discretion, individuals may address the presiding officer by stepping to the podium, and after recognition by the presiding officer, shall state their name, address and group affiliation, if appropriate, and speak clearly into the microphone.
- C. Comments shall be germane and refrain from personal, impertinent, or slanderous remarks.
- D. Cell phones and electronic devices shall be set to silent prior to the start of the meeting.

GENERAL RULES FOR PUBLIC COMMENT

- A. Individuals shall speak one (1) time on only one (1) issue for a maximum of three (3) minutes During the public comment section of the agenda. The public shall not be required to pre-register to speak during public comment. Individuals shall only speak on matters not listed on the regular agenda for that date. Any matter presented shall be directed to the presiding officer and addressed, if necessary, after the meeting.
- B. Council members may speak during public comment portion of the agenda after the public has finished speaking
- C. City staff shall not be required to provide an immediate answer to a matter presented during a council meeting unless it specifically pertains to an item on the agenda

RULES FOR PUBLIC COMMENT DURING PUBLIC HEARINGS

Individuals may speak during the public comment portion of a scheduled public hearing for a maximum of three (3) minutes or may submit written comments to the city clerk by four o'clock (4:00) P.M. on the day of the public hearing. Groups of citizens with similar viewpoints are encouraged to select a representative to share the viewpoint of the group.

RULES FOR PUBLIC COMMENT DURING AGENDA ITEMS

At the discretion of the presiding officer, individuals may speak for a maximum of three (3) minutes when the council discusses agenda items. This section does not apply to businesses or parties directly involved in agenda items.

Roll Call.

Prayer or Moment of Silence

Pledge of Allegiance

Approval of Agenda

Swearing in of Belinda Creighton-Smith as Ward 4 Waterloo City Council member.

OTHER COUNCIL BUSINESS

1. Resolution approving appointment of William Beck to the position of Fire Chief of Waterloo Fire Rescue, along with an employment agreement for the same, and

authorizing the Mayor and City Clerk to execute said document.

Submitted by:

2. Swearing in of William Beck as Fire Chief.

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT made and entered into this 14th day of March, 2023, by and between the CITY OF WATERLOO, Iowa (hereinafter called "Employer"), and William Beck (hereinafter called "Employee"), both who understand as follows:

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

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

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

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

WHEREAS, Employee desires to be employed as Chief of Fire Services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Term of Agreement

1. Employee understands that he serves as Chief of Fire Services at the discretion of the Mayor. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor to determine that the Employee shall no longer serve as Chief of Fire Services, subject only to the provisions set forth in this Agreement.
2. The term of this Agreement shall be for an initial period of one (1) year, from March 14, 2023 to March 13, 2024.
3. This Agreement shall automatically renew on its anniversary date after the one (1) year term has been reached and will be set on a year-to-year basis from that point forward. A sixty (60) day notice before the expiration date of the Agreement shall be given to terminate the Agreement.
4. In the event the Agreement is not renewed, all compensation, benefits, and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns or is terminated for cause.

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

B. Compensation

1. Base Salary: Employer agrees to pay Employee an annual base salary of \$140,000, payable in installments at the same time that the other management employees of the Employer are paid. The amount of said base salary shall be set by City Council resolution, which resolution, when adopted, shall become part of this section of the Agreement. Employer also agrees to pay the Employee an annual base salary that is at least 1.2 times greater than the highest Battalion Chiefs salary for the term of this agreement and future renewed agreements.
2. This agreement shall be automatically amended to reflect any increases in salary adjustments provided or required by the Employer's compensation policies.
3. The Employer agrees to increase the compensation by value set forth with other non-bargaining employees.
4. Employer shall not, at any time during this Agreement, reduce the salary or other benefits of Employee, except to the degree that such reduction occurs across-the-board for all Employees of Employer.

C. Resignation

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

D. Termination

1. Employer may terminate this agreement at any time for cause. If Employee is terminated for cause, he shall receive no severance pay, except he shall receive payment for unused vacation,

sick and casual time and other benefits usually paid other Employees at termination pursuant to the Employer's policies and procedures.

- a. For purposes of this Agreement, the Term “for cause” shall mean serious misconduct, including but not limited to conduct, whether personal or professional, that may bring public embarrassment or disgrace to the Employer, conviction of a major violation of law or regulations; documented unsatisfactory performance consistent with regulations set forth in the employee handbook.

E. Severance

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

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

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

G. Work Hours

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

H. Sick, Casual, Vacation, and Holidays

1. Sick Time: Sick time will be accrued during the Fiscal Year (7/1 to 6/30). Employee will earn eight (8) hours per month sick leave for a total of ninety-six (96) hours per year.
2. Casual Time: Employee will receive thirty two (32) hours of casual time on July 1, 2023. Each year thereafter on July 1st employee will receive thirty two (32) hours of casual time to begin the next fiscal year.
3. Vacation Time: The Employee will receive two hundred (200) hours of vacation time on January 1, 2024. On January 1 of each year, Employee will receive two hundred (200) hours of vacation. Any unused hours from the previous year up to eighty (80) hours will be carried over to begin the next year.
4. Holidays: Employee is considered to be on-call twenty-four (24) hours a day; however, unless his services are needed, the Employee shall not be required to work on those days which have been designated as holidays by the Waterloo City Council.

I. Retirement

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

J. General Business Expenses

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

- a. The City agrees to reimburse the Employee for approved expenses as soon as possible after proper documentation is provided. Reimbursement will be made in accordance with the City's bill payment schedule.
3. Employer shall furnish the Employee all equipment, material, manpower and transportation necessary to the efficient performance of the official duties as Chief of Fire Services as determined by the City Council.

K. Miscellaneous

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

7. Employer agrees to pay Employee reasonable consulting fees (If the Employee is no longer working for the Employer) and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.
8. Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.
9. Employee agrees to maintain residency in the City of Waterloo. As the Employee currently lives outside of City limits, Employee shall have one year to satisfy this requirement by either moving into City limits or by beginning construction on a lot within City limits.
10. General Provisions
 - a. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of the agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.
 - b. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.
 - c. Effective Date: This Agreement shall become effective commencing on March 14, 2023.
 - d. Severability. The invalidity or partial invalidity of any portion of the Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modifications of the invalid provision.

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

CITY OF WATERLOO

EMPLOYEE

By: _____ Date: _____ By: _____ Date: _____
Quentin Hart, Mayor William Beck

ATTEST:
By: _____,
City Clerk