THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA,
REGULAR SESSION TO BE HELD AT
Harold E. Getty Council Chambers
Monday, November 7, 2022
5:30 PM

CITY OF WATERLOO
COMMUNITY VISION PLAN

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

GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA

A. 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 session 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. Council members may speak during public comment portion of the agenda after the public has finished speaking.

RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA

A. Individuals shall speak one (1) time on only one (1) issue for a maximum of three (3) minutes. During the public comment section of the agenda. The public shall not be required to pre-register to speak during public comment. Individuals shall only speak on matters not listed on the regular session 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 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

John Chiles, Ward 1 Council Member

Agenda, as proposed or amended.

Minutes of October 31, 2022, Planning Session, as proposed.

Minutes of October 17, 2022, Work Session, as proposed.

Proclamation declaring November 14-20, 2022 as National Apprenticeship Week

PUBLIC COMMENTS

Iowa Code Chapter 21 gives the public the right to attend council meetings but it does not require cities to allow public participation except during public hearings. The public may speak during the public comment section of the agenda by following the rules listed on the cover page of the agenda.

1. Consent Agenda:

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

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 approving the FY22 Consolidated Annual Performance and Evaluation Report (CAPER) for CDBG and HOME program activities for the period of July 1, 2021 to June 30, 2022 to the United States Department of Housing and Urban Development.

   Submitted By: Rudy D. Jones, Community Development Director

3. Resolution approving request of William Weitnauer, for a waiver for an asphalt driveway, located at 316 Carrington Avenue, and authorize the construction of an asphalt driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

   Submitted By: Jamie Knutson, PE, City Engineer

4. Resolution approving request of James Johnson, for a waiver for a concrete driveway and placement of a culvert, located at 414 Crestridge Drive, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

   Submitted By: Jamie Knutson, PE, City Engineer

5. Resolution authorizing an exception to the City of Waterloo's Purchasing Policy to approve the purchase of one (1) 2020 (used) Ford Escape Hybrid in the amount of $35,180.00 from Victory Commercial Works of Dyersville, Iowa.

   Submitted By: Randy Bennett, Public Works Division Manager

6. Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Young Plumbing & Heating Company, of Waterloo, Iowa, at a total cost of $157,400.00, in conjunction with the Waterloo City Hall Chiller Replacement Project.

   Submitted By: Noel Anderson, Community Planning and Development Director

7. Resolution approving submission of a $100,000.00 grant application to Lincoln Savings Bank Foundation for the Transforming Gates and Byrnes Parks Project.

   Submitted By: Paul Huting, Leisure Services Director

8. Resolution approving submission of a grant application, in an amount not to exceed $2,000,000.00, for a Strengthening Mobility and Revolutionizing Transportation (SMART) grant, with zero city match, and in possible partnership and/or collaboration with INRCOG and industry.

   Submitted By: Randy Bennett, Public Works Division Manager

9. Resolution approving Amendment No. 2 to the Agreement with Strand Associates Inc. of Madison Wisconsin originally executed on April 17, 2019 to amend the completion date from October 31, 2022 to February 28, 2023, in conjunction with the Biogas Utilization Modifications Preliminary Design Project, and authorizing the Mayor to execute said document.

   Submitted By: Brian Bowman, Treatment Operations Supervisor

10. Resolution setting date of consultation with affected taxing entities as November 18, 2022, and date of public hearing as December 5, 2022, in conjunction with approval of Amendment No. 3 to the Rath Urban Renewal and Redevelopment Plan, to expand the boundaries, update projects and project budgets to be included in the Plan, and other general updates to the Plan, and instruct the City Clerk to publish notice.

    Submitted By: Noel Anderson, Community Planning and Development Director

11. Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as November 10, 2022 and date of public hearing as November 21, 2022, in conjunction with the 2022-2023 Residential/Miscellaneous Areas Snow Removal

Contract for city owned lots generally acquired through Iowa Code 657A, and instruct the City Clerk to publish notice.

Submitted By: Noel Anderson,Community Planning and Development Director

12. Resolution setting date of public hearing as November 21, 2022 to approve the request by Cedric Culp to vacate, sell and convey 1,960 square feet of city owned alley right-of-way, located South of 500 Ricker Street ,to Cedric Culp in the amount of $823.20, and instruct the City Clerk to publish notice.

    Submitted By: Noel Anderson, Community Planning and Development Director

13. Resolution setting date of public hearing as November 21, 2022, to approve the Offer to Purchase Agreement with Kwik Trip, Inc., to sell approximately 1.37 acres of land located at 2122 West Ridgeway Avenue, behind the Kwik Star fuel blending facility, in the amount of $50,000.00, plus costs, and direct the City Clerk to publish notice.

    Submitted By: Noel Anderson, Community Planning and Development Director

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

   a. **Brian Wirtz, Building Inspections**

      Class/Meeting: International Code Council 2021 B-1 Residential Building Inspector Exam

      Destination: Waterloo, IA (online)

      Dates: TBD

      Amount not to exceed: $241.00

2. **LIQUOR LICENSES**

   a. **Friendship Village, 600 Park Lane**

      Class: A Liquor w/Outdoor Service

      Renewal Application Includes Sunday

      Expiration Date: 10/18/2023

   b. **HyVee #1 Clubroom, 2834 Ansborough Avenue**

      Class: Special Class C Liquor

      Renewal Application Includes Sunday

      Expiration Date: 10/16/2023

   c. **Danny's on Donald, 1125 W. Donald Street**

      Class: C Liquor w/Outdoor Service

      Renewal Application Includes Sunday

      Expiration Date: 10/4/2023

   d. **Grill 924, 926 La Porte Road**

      Class: C Liquor w/Outdoor Service

      Renewal Application Includes Sunday

      Expiration Date: 10/31/2023

   e. **Kings and Queens Club, 304 W. 4th Street**

      Class: C Liquor w/Outdoor Service

      Includes Sunday

      Expiration Date: 11/15/2023

   f. **Knights of Pythias, 244 Ash Street**

Class: A Liquor

Renewal Application Does not include Sunday

Expiration Date: 11/2/2023

g. **Motion approving Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Logan Avenue Convenience Store, 735 Logan Avenue.**

Class:

Expiration Date:

3. **APPOINTMENTS**

a. **Bailey Moore**

Board/Commission: Main Street Waterloo Redevelopment Authority

Expiration Date: 12/31/2024

New Appointment

4. Motion approving the Annual Financial Report for City Streets, for the fiscal year ended June 30, 2022, and authorizing transmittal to the Iowa Department of Transportation.

Submitted By: Bridgett Wood, Finance Manager

5. Motion to approve Change Order No. 2 from Langman Construction Inc., of Rock Island, Illinois, for a net increase of $31,585.51, in conjunction with the US Highway 63 Sanitary Sewer Upgrades, Phase I Project, and authorizing the Mayor to execute said documents.

Submitted By: Jesse Gaherty, Interim Collection System/Projects Director

6. Motion approving Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Kwik Stop 3, 1104 Washington Street.

Submitted By: Kelley Felchle, City Clerk

7. Motion approving Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Logan Avenue Convenience Store, 735 Logan Avenue.

Submitted By: Kelley Felchle, City Clerk

8. Bonds.

PUBLIC HEARINGS

2. **Request by BCP Development, LP and Dr. Robert A. Behar to rezone approximately 1.3 acres from "C-2" Commercial District to "C-2, C-Z" Conditional Zoning District to allow for an auto repair shop and sales, located at 1237 Flammang Drive, (former Petco store), with conditions.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by BCP Development, LP and Dr. Robert A. Behar to rezone approximately 1.3 acres from "C-2" Commercial District to "C-2, C-Z" Conditional Zoning District to allow for an auto repair shop and sales, located at 1237 Flammang Drive, (former Petco store), with conditions.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

3. **Request by SKS Communications for a Site Plan Amendment in the "B-P" Business Park District to construct a 2,400 square foot office building, with related parking, located northeast of 3173 Titan Trail.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments and recommendation of approval of Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an Ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, to approve a request by the SKS Communications for a site plan amendment to the "B-P" Business Park District to construct a 2,400 square foot office building.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt said ordinance.

Submitted By: Noel Anderson, Community Planning and Development Director

4. **Waterloo Center for the Arts-Youth Pavilion Phase II Boiler Replacement Project.**

Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file.
Motion to close hearing and received and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids.
Resolution awarding bid to Bowker Mechanical Contractors, LLC of Cedar Rapids, Iowa in the amount of $145,000.00 in conjunction with the Waterloo Center for the Arts-Youth Pavilion Phase II Boiler Replacement Project, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

5. **Purchase of two (2) John Deere 1580 TerrainCut Outfront Mowers.**

Motion to receive and file proof of publication and notice of public hearing.
HOLD HEARING- No Comments on File.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of specifications, bid documents, form of contract etc., and authorizing to proceed.
Motion to receive, file, and instruct City Clerk to read bids.
Resolution awarding bid to _____ of _____ in the amount of $_____, in conjunction with the purchase of two (2) John Deere 1580 TerrainCut Outfront Mowers.

Submitted By: JB Bolger, Assistant Park Superintendent

6. **FY 2023 Sanitary Sewer Gatewell Repairs Phase II, Contract No. 1071.**

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids and refer to City Engineer for review.

Submitted By: Wayne Castle, PLS, PE, Associate Engineer

7. **W. 9th Street-South Street Mini Roundabout Project, Iowa DOT grant project number CSA-TSF-8155(777)--85-07.**

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

HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
No bids were received for this project.

Submitted By: Mohammad Elahi, Traffic Engineer

RESOLUTIONS

8. Resolution approving a Professional Services Agreement with Modus of Waterloo, Iowa, in the amount of $26,600.00, in conjunction with the Waterloo Center of the Arts - Chiller Replacement Project, and authorizing the Mayor to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

9. Resolution approving Supplemental Agreement No. 2, to a Professional Services Agreement, originally approved December 20, 2021, with Ritland+Kuiper of Waterloo, Iowa, in an amount not to exceed $9,000.00, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, and authorizing the mayor to execute said document.

Submitted By: Jamie Knutson, P.E., City Engineer

10. Resolution approving an Intergovernmental Transfer of Public Funds Agreement with the Iowa Department of Human Services, and authorizing the Mayor to execute said documents.

Submitted By: Jason Hernandez, Medical Supervisor

11. Resolution approving the Natural Gas Facilites Construction and Reimbursement Agreement with MidAmerican Energy Company, for the extension of gas into the Waterloo Air and Rail Park, in an amount not to exceed $1,706,980.00, and authorizing the Mayor to execute said documents.

Submitted By: Noel Anderson, Community Planning and Development Director

12. Resolution approving an Early Access Agreement with Camenzind Masonry, LLC, to allow development activities, including the construction of a foundation, on lot 4 of the Waterloo Air and Rail Park 3rd Addition, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

13. Resolution approving the Employee Policies and Procedures Handbook for city employees.

Submitted By: Lance Dunn, Human Resources Director

ADJOURNMENT

Motion to adjourn.

Kelley Felchle
City Clerk

MEETINGS

4:45 p.m. Housing Authority board, Harold E. Getty Council Chambers

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

PUBLIC INFORMATION

1. Communication from the Leisure Services Department on the notice of the conclusion of employment for Tom Klein, Golf Maintenance III, effective October 14, 2022, with recommendation of approval of payout of $10,849.13 for unused benefits.

2. Leisure Services Commission minutes of September 13, 2022.

3. Planning, Programming & Zoning minutes of August 18, 2022.

4. Airport Board Meeting minutes of September 28, 2022.

CITY OF WATERLOO

Council Communication

Minutes of October 31, 2022, Planning Session, as proposed.

City Council Meeting: 11/7/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Minutes of 10.31.2022 Planning Session	Backup Material

Submitted by: Submitted By:

October 31, 2022

The Council of the City of Waterloo, Iowa, met in Planning Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 p.m., on Monday, October 31, l2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss, joined the meeting. Absent: Wilder.
Prayer or Moment of Silence.

Pledge of Allegiance: Rob Nichols, At-Large Council Member

- Grieder/Boesen

that the Agenda, as proposed, for the Planning Session on Monday, October 31, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

- Grieder/Boesen

that the Minutes, as proposed, for the Regular Session on Monday, October 17, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Six. Motion carried.

CONSENT AGENDA

- Feuss/Grieder

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 October 24, 2022, in the amount of $4,623,527.22 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. 2022-

2. Resolution approving Variance to Noise Ordinance request from Keiana James, in conjunction with the Cedar Valley March For Our Lives Rally, to be held on November 5, 2022 from Noon to 2:00 p.m., beginning and ending at Lincoln Park and including a march on the sidewalks of E. Park Avenue, Sycamore Street and E. 5th Street.

   Resolution adopted and upon approval by Mayor assigned No. 2022-

b. Motion to approve the following:

1.

Travel Requests				
Name & Title of Personnel	Class/Meeting	Destination	Date(s)	Amount not to Exceed
a. Lab Investigator Sgt Devine, Inv. Hageman, Inv. Watson and 1 CSI to be determined	International Association for Identification Educational Conference	International Association for Identification Educational Conference	11/15-17/2022	$1,290.00
b. Mohammad Elahi, Traffic Engineer	30th Annual Municipal Streets Seminar and Traffic & Safety Forum	Ames, IA	11/15-16/2022	$300.00
c. Jason Hernandez, Medical Supervisor	Iowa Emergency Medical Services Association Annual Conference and Trade Show	Des Moines, IA	11/10-12/2022	$710.00

ADJOURNMENT

- Grieder/Nichols

that the Council adjourn at 5:32 p.m. Voice vote-Ayes: Six. Motion carried.

_____
Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Minutes of October 17, 2022, Work Session, as proposed.

City Council Meeting: 11/7/2022
Prepared:

ATTACHMENTS:

	Description	Type
	Minutes of October 17, 2022	Backup Material

Submitted by: Submitted By:

COUNCIL WORK SESSION
October 17, 2022
4:55 p.m.
Harold E. Getty Council Chambers

Members present: Boesen, Nichols, Amos, Wilder and Feuss. Absent: Grieder and Chiles.

100858 - Boesen/Nichols

that the Agenda, as proposed, be approved. Voice-vote Ayes: Five. Motion carried.

Objective: Discussion of an ordinance amending Title 2, Chapter 11, Memorial Hall Commission.

Martin Petersen, City Attorney, provided an overview of the proposed ordinance changes.

Jim Lentfer, Veterans Memorial Hall Commissioner, questioned if the ordinance would be read into the record.

Kelley Felchle, City Clerk, explained that the ordinance is included in the council packet but that typically an ordinance is not read into the record.

Mr. Boesen questioned the change to the term of the commission members.

Jim Lentfer explained that they are having a very hard time getting members so they want to be able to extend the term of the committee members.

Mr. Nichols questioned why the language states must instead of shall as it relates to committee members membership with other Veterans organizations.

Mr. Amos questioned why the Mayor is selecting the chairs instead of the commission members.

Kelley Felchle, City Clerk, questioned if this conflicts with the current by-laws.

Jim Lentfer, explained that their initial intent was to make the by-laws match the city ordinance but thought it would be better if the city ordinance could be amended and then suit the by-laws to it.

Mr. Feuss questioned if the ordinance can be amended before the by-laws are amended.

Martin Petersen commented that the by-laws would be written to reflect the changes to the ordinance.

Mr. Feuss questioned if the ordinance needs to spell out the commission's designated organizations.

Jim Lentfer explained that the designated organizations would be listed in the commission's by-laws.

Mr. Feuss commented that having the designated organizations written into the ordinance would avoid any ambiguity of whom that organization is.

Jim Lentfer commented that it is possible in the future that the Veterans Memorial Hall commission might decide to add or subtract a particular organization. If that were to happen, then the commission would amend the by-laws with council approval.

David Grimm commented that they want to make their organizational changes as simple as possible. They want to be inclusive of other organizations that are supportive of veterans.

100859 - Amos/Nichols

that the meeting be adjourned at 5:09 p.m. Voice-vote Ayes: Five. Motion carried.

_____

Kelley Felchle
City Clerk

CITY OF WATERLOO

Council Communication

Proclamation declaring November 14-20, 2022 as National Apprenticeship Week

City Council Meeting: 11/7/2022
Prepared: 10/28/2022

ATTACHMENTS:

	Description	Type
	Proclamation - National Apprenticeship Week	Backup Material

Submitted by: Submitted By: Mayor Quentin Hart

CITY OF WATERLOO, IOWA

PROCLAMATION

WHEREAS, 2022 marks the 85th Anniversary of the National Apprenticeship Act; and

WHEREAS, National Apprenticeship Week is celebrating its 8th anniversary of raising awareness of the vital role Registered Apprenticeships provide in creating opportunities by allowing apprentices to earn while they learn and preparing a pathway to quality jobs and well-paying careers in Waterloo and across the nation; and

WHEREAS, Registered Apprenticeship programs enable employers to develop and train a future workforce while offering career seekers affordable paths to secure high-paying jobs; and

WHEREAS, Waterloo recognizes the role of Registered Apprenticeship in expanding opportunities in our workforce that are inclusive of individuals who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality, thus providing a path for all qualified individuals, including women, youth, people of color, rural communities, justice-involved individuals and individuals with disabilities, to become apprentices and contribute to America's industries; and

WHEREAS, Waterloo recognizes that Registered Apprenticeship, a proven and industry-driven training model, can train our workforce and build a pipeline into good, quality jobs in order to address our nation's pressing workforce challenges such as rebuilding our country's infrastructure, addressing critical supply chain demands, supporting a clean energy workforce, modernizing our cybersecurity response, and responding to care economy issues.

NOW, THEREFORE, I, Quentin Hart, Mayor of the City of Waterloo, Iowa, do hereby proclaim November 14 – 20, 2022, as

NATIONAL APPRENTICESHIP WEEK

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Waterloo to be affixed this 7th day of November 7, 2022.

ATTEST:

Kelley Felchle
Kelley Felchle
City Clerk

Quentin Hart
Quentin Hart
Mayor

CITY OF WATERLOO

Council Communication

Resolution approving the FY22 Consolidated Annual Performance and Evaluation Report (CAPER) for CDBG and HOME program activities for the period of July 1, 2021 to June 30, 2022 to the United States Department of Housing and Urban Development

City Council Meeting: 11/7/2022
Prepared: 10/3/2022

ATTACHMENTS:

Description	Type
FY22 Draft CAPER	Backup Material

SUBJECT:	Resolution approving the FY22 Consolidated Annual Performance and Evaluation Report (CAPER) for CDBG and HOME program activities for the period of July 1, 2021 to June 30, 2022 to the United States Department of Housing and Urban Development.
Submitted by:	Submitted By: Rudy D. Jones, Community Development Director
Recommended Action:	approve submission of report

Expenditure Required/Source of Funds: CDBG and HOME funds

City of Waterloo

Community Development

FY22 CAPER

Consolidated Annual Performance and Evaluation Report

HUD Program Year 2021

OMB Control No: 2506-0117 (exp. 09/30/2021)

CR-05 - Goals and Outcomes

Waterloo Community Development Programs focus on the use of its Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding provided through the U.S. Department of Housing and Urban Development ("HUD"). The information contained in this Consolidated Annual Performance and Evaluation Report ("CAPER") provides assessment of the City's progress towards meeting the stated goals and objectives stated in the 2019-2023 Consolidated Plan and the One Year Action Plan goals and objectives for Program Year ("PY") 2021. The CAPER reports on the City's fiscal year July 1, 2021 through June 30, 2022 for the following federal formula grant programs:

- Community Development Block Grant ("CDBG")
- HOME Investment Partnership Program ("HOME")
- CARES Act. (CDBG-CV)

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

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

CDBG and HOME funding supported these goals through the Emergency Repair Program, Owner Occupied Rehabilitation through the Lead Hazard Control Program, Iowa Heartland Habitat for Humanity Walnut and Church Row Neighborhood Projects, Iowa Heartland Habitat For Humanity CHDO New Construction Project, Operation Threshold Minor Rehabilitation Program, First Time Homebuyer Down Payment Assistance, public services such as Northeast Iowa Food Bank, The Salvation Army Homeless Shelters, Iowa Legal Aid and Neighborhood Services.

During the program year additional funds from The Coronavirus Aid, Relief, and Economic Security Act, (CARES Act.) were allocated to the Salvation Army and the Northeast Iowa Food Bank to provide additional support due to the ongoing need to respond to the Coronavirus pandemic.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Acquisition of Real Property	Affordable Housing	HOME: $200,000	Homeowner Housing Rehabilitated	Household Housing Unit	4	0	0.00%			0%
Clearance and Demolition	Non-Housing Community Development	CDBG: $ / HOME: $15,000	Buildings Demolished	Buildings	5	2	40.00%			0%
Deposit Assistance Program	Affordable Housing Homeless	HOME: $144,200	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	125	0	0.00%			0%

Homeownership	Affordable Housing	HOME: $375,000	Homeowner Housing Added	Household Housing Unit	10	2	20.00%	1	1	100.00%
Homeownership	Affordable Housing	HOME: $375,000	Direct Financial Assistance to Homebuyers	Households Assisted	30	9	30.00%	12	6	50.00%
Housing Rehabilitation	Affordable Housing	CDBG: $ / HOME: $750,000	Rental units rehabilitated	Household Housing Unit	60	0	0.00%	5	0	0.00%
Housing Rehabilitation	Affordable Housing	CDBG: $ / HOME: $2,205,400	Homeowner Housing Rehabilitated	Household Housing Unit	110	63	57.27%	16	20	125.00%
Neighborhood Services	Non-Housing Community Development	CDBG: $400,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2500	7835	313.40%	500	2500	500.00%
New Construction of Rental Housing	Affordable Housing Homeless Non-Homeless Special Needs	HOME: $300,000	Rental units constructed	Household Housing Unit	6	0	0.00%			0%
Owner Occupied Emergency Repair	Affordable Housing	CDBG: $400,000	Homeowner Housing Rehabilitated	Household Housing Unit	60	65	108.33%	15	51	340.00%

Public Facilities and Improvements	Non-Housing Community Development	CDBG: $ / HOME: $ 200,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	5000	0	0.00%			0%
Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $40,000	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	2710	31505	1,162.55%	0	13740	13,740%
Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $40,000	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	110	0	0.00%			0%

Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $80,000	Homeless Person Overnight Shelter	Persons Assisted	240	760	316.67%			
Public Services	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $40,000	Homelessness Prevention	Persons Assisted	70	180	257.14%	0	144	144%
Small Business Assistance	Non-Housing Community Development	CDBG-CV $50,000	Businesses assisted	Businesses Assisted	50	2	4.00%			

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

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

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

Community Development Block Grant Funding:

1. Provided 13 homes with rehabilitation assistance. CDBG provided match funding for 10 homes that were rehabilitated through the Lead Hazard Control Program. 3 units received additional rehabilitation that was not allowable through the scope of the Lead Hazard Control Program.
2. Provided 51 households with emergency assistance to address life, health and safety issues in the home. The Emergency Repair Program provided 28 households with various repairs and 23 households with roof replacements.
3. Provided funding to Operation Threshold for the Weatherization Plus Program that completed 3 rehabilitation projects that were necessary to make the homes eligible to receive State weatherization funding.
4. Provided funding to Habitat for Humanity for the Walnut and Church Row Revitalization Project that completed 3 rehabilitation projects.
5. Removed slum and blight through the demolition of 2 dilapidated garages in the City.
6. Provided 55 individuals with legal assistance to prevent homelessness for COVID related hardships and other housing related issues through Iowa Legal Aid.
7. Provided 23 households with rental and mortgage assistance for COVID related hardships.
8. Provided 66 households with utility assistance for COVID related hardships through Operation Threshold.
9. Provided 696 people emergency shelter during the program year through the Salvation Army Shelters.
10. Provided 13,740 people with food assistance through the Northeast Iowa Food Bank.

11. Connected more than 2500 individuals living in low income areas to neighborhood clean ups, National Night Out activities, and other Community Development Programs through Waterloo Neighborhood Services.

HOME Investment Partnership Funding-

1. Provided 1 Cedar Falls home with rehabilitation assistance.
2. Provided funds for the acquisition of 232 Ricker St. The home will be rehabilitated and sold to a low-moderate income family.
3. Provided 6 households with direct homebuyer assistance to purchase homes in the City.
4. Provided Community Housing Development Organization funding to Habitat for Humanity for 1 new construction home to be sold to a low-moderate income family.

During the program year, housing rehabilitation was our top priority. Our year to date goal was to complete 16 owner occupied units and 5 rental units for an overall total of 21 units. Our overall goal fell short by 1 unit. The rental rehabilitation program was introduced during the program year and is currently gaining momentum with landlords. We have struggled with contractor capacity over the last few years. This limiting the number of units being completed during the program year. The Emergency Repair Program was our most utilized program exceeding its goal by 240% or 36 units. Each year the number of individuals seeking emergency repair assistance continues to climb. We have seen a steady rise in applicants over the past 3 years of reporting for the current Consolidated Plan.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	8,301	4
Black or African American	3,397	3
Asian	532	0
American Indian or American Native	92	0
Native Hawaiian or Other Pacific Islander	365	0
Total	**12,687**	**7**
Hispanic	124	0
Not Hispanic	12,565	7

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

Narrative

Additional race and ethnicity not listed in the above table are as follows:

CDBG funding used on Lead Hazard Control Projects was not included in the demographics listed in the tables above to avoid duplicate reporting. There were 13 rehabilitation projects- 9 white and 5 Black African American, all 13 were Non-Hispanic.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,305,511	1,005,862
HOME	public - federal	766,196	308,125
Other	public - federal	0	229,996

Table 3 - Resources Made Available

Narrative

Resources made available during FY22 include:

CDBG Funding $1,305,511

$1,269,109 Annual Allocation

$16,402 Program Income

$20,000 Prior Year Resources

HOME Funding $766,196

$491,817 Annual Allocation

$157,658 Program Income

$116,721 Prior Year Resources

Other Funding

CDBG-CV (CARES Act. Funding) resources made available in previous years that was expended during FY22.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	50	93	The project will be done in the city limits.
Local Targeted Neighborhoods	50	7	Local Targeted Neighborhoods- projects in the Walnut and Church Row Neighborhoods

Table 4 – Identify the geographic distribution and location of investments

Narrative

The allocation percentages consist of projects that are tracked by address in the IDIS system. These projects include affordable housing projects such as rehabilitation, emergency repairs, clearance and demolition and down payment assistance. Public service activities and program administration are recorded as citywide activities.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City of Waterloo Community Development received a Lead Based Paint Hazard Control Grant that was awarded in FY20 in the amount of $3,384,678.00. The Lead Hazard Control Grant has a match requirement of 10%. CDBG funds were used to fulfill the grants match requirement. During FY22 CDBG funds in the amount of $142,779.43 along with $24,572 of owner funds were used to leverage $999,897.76 of Lead Hazard Control funds to address lead based paint hazards in low-moderate income households living in housing built prior to 1978. To date CDBG and owner funds totaling $198,548.43 have leveraged $1,188,096.22 of Lead Hazard Control funds.

CDBG funds also leveraged local funds from the Waterloo Housing Trust Fund. These dollars are allocated to address owner occupied rehabilitation and/or repairs for income eligible households in the City of Waterloo. During FY22 CDBG funds in the amount of $43,950.64 were used to leverage $48,476.95 of Waterloo Housing Trust Fund dollars to provide 16 low-moderate income homeowners emergency repair assistance.

HOME funding used as set-aside for the Community Housing Development Organization (CHDO) in the amount of $73,000 leveraged $153,580 of grants, in kind contributions, and private funds for Habitat for Humanity. The organization completed a new construction project totaling $226,580. The leveraged amount included an in-kind match donation of publicly owned land valued at $4,973 for the affordable housing project.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	12,104,375
2. Match contributed during current Federal fiscal year	169,380
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	12,273,755
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	12,273,755

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match
32HM20.CHDO	03/22/2022	134,275	0	4,973	0	14,332	0	153,580
HM14B.0007	12/27/2021	3,000	0	0	0	0	0	3,000
HM14B.009	10/15/2021	6,800	0	0	0	0	0	6,800
IDIS 1519	07/29/2021	1,000	0	0	0	0	0	1,000
IDIS 1520	08/20/2021	1,000	0	0	0	0	0	1,000
IDIS 1521	11/24/2021	1,000	0	0	0	0	0	1,000
IDIS 1523	12/13/2021	1,000	0	0	0	0	0	1,000
IDIS 1527	02/04/2022	1,000	0	0	0	0	0	1,000
IDIS 1537	06/06/2022	1,000	0	0	0	0	0	1,000

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at begin-ning of reporting period $	Amount received during reporting period $	Total amount expended during reporting period $	Amount expended for TBRA $	Balance on hand at end of reporting period $
150,000	9,800	143,351	0	16,449

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Dollar Amount	26,220	0	0	0	0	26,220
Number	1	0	0	0	0	1
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

	Total	**Women Business Enterprises**	**Male**
Contracts			
Dollar Amount	0	0	0
Number	0	0	0
Sub-Contracts			
Number	0	0	0
Dollar Amount	0	0	0

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	**Minority Property Owners**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	**Total**	**Minority Property Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	696
Number of Non-Homeless households to be provided affordable housing units	12	124
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**12**	**820**

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	22
Number of households supported through The Production of New Units	1	1
Number of households supported through Rehab of Existing Units	38	71
Number of households supported through Acquisition of Existing Units	0	7
Total	**39**	**101**

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

During FY22 the City of Waterloo was able to exceed its planned goals. Many of the households served were not included in the one year planned goals provided as they were originally included in prior year plans that included CARES Act. funding. Although our planned goals were met, the City of Waterloo was faced with many challenges during the fiscal year. We continue to experience the rising cost of materials needed to rehabilitate the affordable housing stock. Contractors are seeing long delays in receiving materials such as windows and siding. The City of Waterloo is also facing a shortage of general

contractors bidding on rehabilitation projects. Staff turnover of the Intake/Project Specialist also caused delays in the processing of applications.

Discuss how these outcomes will impact future annual action plans.

The highest priority goal in the City of Waterloo is to provide decent housing in the community by preserving and providing new affordable housing, and reducing barriers to housing. As inflation continues to rise to a 40 year high, the housing affordability gap continues to widen for low-moderate income families. Families are finding it harder and harder to find decent affordable housing that isn't substandard for the mortgage amount the banks are pre-approving them for. As a result, the City of Waterloo is looking at renewing tax abatement incentives and including housing that was previously excluded such as multi-family. The City is also considering programs that include homeownership paired with rehabilitation of the purchased home. The next Annual Action Plan includes additional new construction units to be sold to families with low-moderate income along with increasing the maximum amounts of homebuyer assistance.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	7,025	0
Low-income	4,191	2
Moderate-income	34,720	5
Total	**45,936**	**7**

Table 13 – Number of Households Served

Narrative Information

The Five Year Consolidated Plan goals of affordable housing and homeownership have been the priority and remain the priority in the upcoming Annual Plan. The need for affordable housing activities such as rehabilitation, emergency repairs, new construction, and homebuyer assistance will continue to rise at inflation continues to climb. The goals of the Five Year Consolidated Plan were set up in a time when inflation and costs were not what they are today. It will be important to see federal resources remain steady or increase in order to meet the planned goals that were created in the PY19 -23 Consolidated Plan.

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

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

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

Addressing the emergency shelter and transitional housing needs of homeless persons

The Salvation Army is our best resource for addressing chronically homeless and emergency shelter services. The Salvation Army currently provides a number of counseling services for mental health, domestic abuse and addiction counseling. Through the use of the HMIS system, individuals and services are tracked so chronic homelessness can be addressed. The Salvation Army provides outreach for job training, housing and transportation needs. The City of Waterloo funds The Salvation Army emergency shelters. The Salvation Army provides a 32 bed/8 unit facility for women and children and an 18 bed facility for men. The Catholic Worker House also provides 22 beds; 15 for men and 7 for woman. Transitional housing services are provided by The House of Hope which is a10 unit facility with a total of 24 beds.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Individuals who are discharged from publicly funded institutions such as health care facilities, mental health facilities, foster care, and corrections programs and institutions are more likely to become homeless after being discharged. The Black Hawk County Local Homeless Coordinating Board (LHCB)

coordinates efforts among service providers and local government agencies to promote expansion of permanent housing for people experiencing homelessness. The LHCB along with other homeless service providers in Iowa's Balance of State CoC have developed a Coordinated Entry system to expedite the process for people experiencing or at risk of homelessness to receive assistance. The Coordinated Entry System will standardize the intake process by homeless service providers so people in need are referred to the most appropriate programs. People's Community Health Clinic also connects homeless individuals with medical services, dental care, meals and shelter.

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

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The State of Iowa is covered by four Continuum of Care, or networks of local governments, health and social service providers, with Woodbury, Pottawattamie, and Polk Counties each having separate CoCs. Waterloo and Black Hawk County are part of the "Balance of State" Coc. The CoC works with homeless populations from intake to self-sufficient independent living. The CoC works with emergency shelters, transitional housing agencies, rapid rehousing organizations and Permanent supportive housing preventing individuals and families who were recently homeless from becoming homeless again. Cedar Valley Friends of the Family provides 16 family units with 17 beds total. Community Housing Initiatives also provides 12 units with 13 beds; 1 family unit with 2 beds and 11 adult only beds. In addition to permanent supportive housing, Operation Threshold has 30 units and Exceptional Persons Inc. has 7 units that are used for rapid re-housing.

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

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

Actions taken to address the needs of public housing

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

The Waterloo Housing Authority is currently authorized 1072 vouchers, 19 VASH vouchers, and 8 Emergency Housing Vouchers for a total of 1099 vouchers. 75% of the families served by Section 8 must be very low income to be admitted to the program. There is still a great need for public housing assistance, demonstrated by its one and a half year waiting list with 1172 people waiting for Section 8 assistance. Ridgeway Towers has a current waitlist of 45 individuals with a waiting period of 6 months to one year.

The Section 8 program has seen a decrease in voucher utilization due to a lack of participating landlords. The Housing Authority is experiencing difficulties in getting required repairs completed due to supply chain delays and lack of maintenance staff. The success rate of vouchers issued is at 57% which is down from the previous 70%. The Waterloo Housing Authority is working to increase the number of landlords participating in the program by meeting with investors and potential landlords to ensure program success.

Planned improvements to Waterloo's public housing included the installation of 3 new energy efficient boilers at Ridgeway Towers in September of 2021.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The Section 8 Home Ownership Program permits eligible participants in the Section 8 Housing Choice Voucher Program, including participants with portable vouchers, the option of purchasing a home with the Section 8 assistance rather than renting. The home ownership option is limited to three percent (3%) of the Total Section 8 voucher program budgeted by the PHA in any fiscal year, excluding disabled and elderly families. The program is available to current participants who have completed an initial Section 8 lease term consisting of 12 months; do not owe monies to the City of Waterloo Housing Authority or any other Housing Authority for any outstanding debt, and who meet the eligibility criteria. Additionally, participants who are in violation of their family obligations while receiving Section 8 assistance shall be ineligible for participation in the Section 8 Home Ownership Program.

Actions to encourage public housing residents to become more involved in management and participate in homeownership include having tenant representation on the Waterloo Housing Authority Board of Directors. During the upcoming fiscal year, plans are being made to resume the quarterly meetings with residents to encourage suggestions for improvements to the building both physical and policy.

The public housing facility is currently designated 62 and older, therefore, residents are not interested in homeownership. In fact, in many cases, residents have sold their home to move into Ridgeway Towers.

Actions taken to provide assistance to troubled PHAs

The Waterloo Housing Authority is currently designated a high performer through the annual Section Eight Management Assessment Program (SEMAP). SEMAP measures the performance of the public housing agencies that administer the Housing Choice Voucher Program in 14 key areas.

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

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

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

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

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

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

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

this an additional rental inspector was hired increasing the number of inspectors to two. Rental housing codes were updated and fines were increased for non-compliance.

Waterloo Community Development has implemented programs based specifically on meeting underserved needs such as homebuyer assistance for low-moderate income homebuyers. The program provides down payment and closing cost assistance to first time low-moderate income homebuyers. Down payment and closing costs are often a barrier for low income households becoming homeowners. The emergency repair programs provide low-moderate income households assistance with emergency situations that they may not be prepared to handle. During the fiscal year emergency repairs often included water service lines, sewer lines, hot water heaters, furnace and A/C units, plumbing leaks and electrical emergencies.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Waterloo was awarded a Lead Hazard Control Grant in the amount of $3.8 million dollars to be used over a forty-two month time span. Funds are used to provide interim controls and lead abatement activities to 105 homes in Waterloo. To date the funds have been used to complete 41 Lead hazard Control projects. The funds will be paired with CDBG funds to provide income eligible owner occupied unit's rehabilitation services along with the interim control and lead abatement services. CDBG funds are also being used to satisfy a 10% match requirement for the Lead Hazard Control Grant. Rental units with tenants that meet the income eligibility requirements may also receive the lead services. The City has partnered with The Black Hawk County Health Department for LIRA and Healthy Homes Assessments as well as lead dust clearance testing and program outreach and education. The county is also providing the blood lead level testing for children participating in the program. Lead safe practices are used on every rehabilitation project regardless of the funding source. Waterloo Community Development also provides free 24 Hour Worker, 40 Hour Lead Contractor, and 8 Hour Lead Refresher Courses at no charge to contractors and workers. The workers and contractors are responsible for securing their own licensing with the State.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City of Waterloo has a number of action agencies that help reduce the number of poverty families in the community. There are a number of foundations along with Community Development that provide funding to the agencies. Operation Threshold provides services such as housing, energy assistance and WIC. Department of Human Services provides childcare assistance and food assistance to help families become self-sufficient.

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

Neighborhood Services provides neighborhood outreach connecting residents with programs and agencies to help meet the needs and help families become self-sufficient through job training, education and financial planning. Neighborhood Services has also partnered with Habitat for Humanity to provide homebuyer education classes to low-moderate income individuals looking to purchase a home. The classes educate individuals on the responsibilities and roles they will have as a homeowner. Homeownership also creates generational wealth and continues to be a high priority for the City of Waterloo.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

Waterloo Community Development participates in a number of efforts to coordinate housing and services. For example Community Development staff participates in the City Central Live Learn Initiative. The goals of the initiative are to increase public improvements to streetscapes, clean up blighted and vacant homes, add new homes to the tax role, build skilled career training to help fill a shortage of trained construction laborers and improve housing options in diverse neighborhoods close to downtown.

The Waterloo Community Development Board holds monthly meeting to discuss and approve plans, projects and services provided. For example, the board constantly reviews policies and procedures to determine if components hinders or prevents clients from accessing services by way of eligibility. We amended our Emergency Repair Program to waive the insurance requirement because some clients didn't have homeowners insurance and previously this contributed to their ineligibility.

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

The City of Waterloo implements the Housing Task Force and the Grow Committee that discuss and make recommendations to the City Council on housing related issues. The Housing Task Force is a group of individuals from multi city departments that are engaged in housing related activities. The departments include building inspections, code enforcement, Waterloo Housing Authority, Community Development, the legal department and the Mayor's office. The Grow Committee is an expansion of the Housing Task Force as it also includes key community members such as realtors, lenders, developers and planners.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

Waterloo Community Development is involved with a number of committees and foundations that come together to provide funding for services in the community. By uniting the services, partnerships

are made between the public and private housing and social service agencies. Waterloo Community Development provided funding during the current and prior fiscal years to the following housing and social service agencies:

- Iowa Legal Aid- Funds were provided to assist low-moderate income individuals and families needing assistance with housing related legal issues such as eviction and foreclosure.
- Iowa Heartland Habitat for Humanity- Fund were provided to assist with the housing preservation projects in the Walnut and Church Row Neighborhoods.
- Operation Threshold- Funds were provided to assist individuals with rehabilitation issues that would otherwise disqualify the household from receiving weatherization services.
- The Salvation Army- Funds were provided for emergency overnight shelter services.

During FY22 meetings were held with agencies that were initially funded through the CARES Act. The meetings were held to discuss the ongoing effects of the COVID-19 pandemic and who was being most impacted.

- The Salvation Army- had to adjust its shelter hours and policies. Funding allowed the shelter to offer two additional full-time staff positions, creating a more stable and skilled staffing environment and will be allowed 24 hr. operation long term. The shelter was then provided additional funding due to the ongoing pandemic.
- Northeast Iowa Food Bank- seen a 20% increase in the number of participants. Funding provided was used for curbside food distribution. Salaries and benefits for staffing the Curbside Food Distribution Program. The Northeast Iowa Food Bank was also provided additional funding due to the ongoing effects of the pandemic.
- East Side Ministerial Alliance and The Jesse Cosby Neighborhood Center- provided rental assistance for income eligible clients that had a COVID related hardship.
- Operation Threshold- provided utility assistance to income eligible clients that had a COVID related hardship.
- Family Management- provided mortgage assistance to income eligible clients that had a COVID related hardship.
- Iowa Legal Aid- provided legal services to low/moderate income households in need of assistance to avoid foreclosure or eviction due to hardship during the COVID 19 pandemic.

All the agencies work in coordinated effort to provide low-income household with goods and services. Many of the programs ended during or at the end of the fiscal year. Meetings are held throughout the year to coordinate efforts amongst the housing service providers. A weekly PULL meeting is also held to discuss homelessness on a regional bases. Each agency works as a referral service to guide individuals to necessary services. Waterloo Community Development also participates in a monthly meeting with the Black Hawk County Health Department to discuss the Lead Hazard Control Program, and community outreach.

Identify actions taken to overcome the effects of any impediments identified in the

jurisdictions analysis of impediments to fair housing choice. 91.520(a)

- All CDBG and HOME programs help to address the growing mismatch between real income and housing cost (Impediment 2-I2).
- The City continues to provide tax abatement to keep housing affordable in the CURA and allow homeowners to make needed home improvements (A3).
- Staff has developed a comprehensive strategy to meet the market needs of the Limited English Proficiency (LEP) population (A1).
- The Waterloo Police Department has a list of translators for various languages, and we have a working relationship with the Waterloo Schools since they have numerous interpreters on staff. The YWCA has a multi-lingual staff member who will provide one-on-one housing counseling for non-English speakers.
- The Mayor has implemented the Housing Task Force comprised of The Waterloo Housing Authority, Community Development, Planning and Zoning, the City attorney, the City clerk, and the City communications director that meet to discuss and resolve housing issues. (A1).

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Community Development provides a training session at the start of each program year requiring mandatory attendance by all sub recipients. During this training, an overview is provided on the federal requirements, income guidelines, and general information. Each agency is encouraged to “ask before doing” if they are not familiar with federal guidelines. We also incorporated the Outcome Performance Measurement component during this training to help us comply with HUD’s desire to better measure the impact of our programs. An on-site monitoring visit is completed with each sub recipient during the program year to ensure continued compliance. However, we are still implementing desk monitoring due to the ongoing effects of COVID-19. During the fiscal year all activities that expended funds were monitored using procedures from the HUD monitoring handbook. Desk monitoring of rents, invoices, payments and client files, activities and projects were done via zoom meetings and scanning and emailing requested documents. During the monitoring process, the project progress, financial information and project files are reviewed to ensure compliance with Federal program regulations. The review also includes verification of marketing materials, income verification of applicants, insurance and audit materials, and other applicable materials to ensure continued compliance. Monitoring procedures were also required to be completed prior to any pay requests made by public service agencies and before final payments on any completed projects. New agencies requesting payment were required to submit client file samples prior to pay requests to ensure client income determinations were being completed correctly. Ongoing technical assistance was provided to all contracted agencies to ensure regulation compliance. Through the monitoring process if an agency or project was not in compliance a monitoring letter was sent out and the agency is given a specific time period to remediate the deficiency.

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

Rental inspections were completed in joint effort with the Iowa Finance Authority. The Iowa Finance Authority completed inspections for Stokes Senior Housing and Liberty Manor Apartments while the City of Waterloo completed inspections for Marsh Place Apartments, Unity Square Apartments, and Roosevelt Apartments.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

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

The FY22 CAPER Public Notice was published in the Waterloo/Cedar Falls Courier on September 27, 2022. The 15 day comment period began on September 28, 2022 and ended on October 12, 2022. No comments were received during the period. A virtual Public Hearing was held on October 18, 2022 via zoom meeting. Anyone wishing to participate was encouraged to contact Waterloo Community Development for meeting details. A copy of the Public Notice can be viewed in the Administration section attachments.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The objectives of the City of Waterloo remain the same and unchanged. However, the ideas and the approaches to achieving the defined objectives are always revolving. Policies and procedures are being changed as a result of the rising costs of materials to complete projects. Revisions are expected during the next fiscal year to address the rising costs. Budget increases would be the result of how we adapt to the increasing prices. Rental code changes and other policy and procedure changes has also been implemented to achieve the objectives as stated in the Five Year Consolidated Plan.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

During FY22 HOME inspections were completed in partnership with the Iowa Finance Authority to minimize tenant disruption and COVID-19 exposure. The monitoring and inspection process will be completed annually. The Iowa Finance Authority completed inspections on the HOME assisted units at Stokes Manor and Liberty Manor. The inspection results are as follows:

Stokes Manor- File monitoring and physical inspections were conducted and the following units contained deficiencies:

1311- Recertification file did not indicate the asset value and failed to obtain 3 months of bank statements. The physical inspection found a missing cupboard door.

1312- Recertification file did not include student status certification and missing pension verification.

1320- Recertification file only contained one month of bank statements when 3 are needed.

1412- Recertification file did not contain 3 months of bank statements.

1413- Recertification file did not contain 3 months of bank statements and life insurance was not verified.

1422- Initial move in file did not contain VAWA Acknowledgement. Life insurance was not verified and file was missing 3 months of bank statements.

1423- Initial move in file was missing pages from the application. File was missing 3 months of bank statements. Physical inspection indicated the dryer exhaust duct was disconnected. Laundry room entry door knob was missing.

1502- Initial move in file was missing 3 months of bank statements.

1503- Recertification file was missing 3 months of bank statements and only verified 1 of 2 social security payments. File was missing 3 months of bank statements. Physical inspection indicated a smoke alarm missing in bedroom 1.

1512- Initial move in file was missing pages of the application. Recertification file was missing 3 months of bank statements. Income discrepancy reported $10,332 and income verification reports $4,008. Physical inspection indicated 1 smoke alarm was missing in bedroom 1 and the hallway.

1513- Recertification file showed a discrepancy in 3rd party wage verification. Physical inspection indicated the laundry room wall behind the clothes washer was moldy and further investigation of a water leak is needed.

1521- Initial move in file indicated missing pages of the application and missing 3 months of bank statements. Physical inspection indicated the bathroom GFCI outlet is blocked by a broken ground post.

1522- Recertification file missing 3 months of bank statements. Income verification must be completed to determine an income discrepancy.

Liberty Manor, Unity Square, Marsh Place Apartments and Roosevelt Apartments have not received the scheduled inspections. The Community Development Department is behind in the monitoring of rental units due to the increased amount of work related to CARES Act. funding rounds 1, 2 and 3.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

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

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

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

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The HOME Program had $150,000 of program income available at the beginning of the program year and took in an additional $9,800 of program income. Of the $159,800 available, $143,351 was expended during the fiscal year on the following projects:

Homebuyer Assistance

- Provided $10,000 to a single person at 66% AMI for the purchase of 330 Alta Vista Ave.
- Provided $9,874 to a single parent household with 2 children at 60% AMI for the purchase of 1940 W. 7th St. $126 was also provided of other program funds.
- Provided $10,000 to a single parent household with 2 children at 45% AMI for the purchase of 1659 Cherry Hills Dr.
- Provided $10,000 to a single parent household with 1 child at 57% AMI for the purchase of 1012 Hawthorne Ave.

Owner Occupied Rehabilitation Assistance

- Provided $26,200 to a Cedar Falls elderly household at 59% AMI with rehabilitation of the property at 2512 Cedar Heights Dr. This project also had $4,277 of project delivery costs.

CHDO New Construction

- Provided $73,000 of funding for a new construction home through a partnership with Habitat for Humanity. The home was purchased by a single parent household with 3 children at 37% AMI.

Describe other actions taken to foster and maintain affordable housing. 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 91.320(j)

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

- Funding for housing rehabilitation and CHDO new construction projects.
- Funding Homebuyer Assistance Programs.
- Funding Security Deposit Assistance Programs.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

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

Table 14 – Total Labor Hours

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

Other.					

Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

The City of Waterloo did not complete any activities that required Section 3 reporting during FY22.

CITY OF WATERLOO

Council Communication

Resolution approving request of William Weitnauer, for a waiver for an asphalt driveway, located at 316 Carrington Avenue, and authorize the construction of an asphalt driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

City Council Meeting: 11/7/2022
Prepared: 10/18/2022

ATTACHMENTS:

Description	Type
DW Waiver_316 Carrington Ave	Backup Material

SUBJECT:	Resolution approving request of William Weitnauer, for a waiver for an asphalt driveway, located at 316 Carrington Avenue, and authorize the construction of an asphalt driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer
Recommended Action:	Recommend for approval by the City Engineer. This waiver is needed due to the placement of a driveway or sidewalk on City right-of-way on an unimproved street.
Summary Statement:	I have reviewed this request and recommend its approval subject to the following provisions. 1.Work to be performed by an approved and bonded contractor. 2.A permit is to be obtained from the office of the City Engineer prior to construction. 3.All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Legal Descriptions:	The East 60 feet of Lot 1 in Hollywood Addition, Waterloo, Black Hawk County, Iowa

WAIVER

Date: 10/12/2022

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

I hereby request a waiver to the driveway and sidewalk specifications for the construction of a Asphalt driveway or sidewalk located at
(concrete or asphalt)

346 Carrington Ave.
(Address)

This waiver is needed because of:

____ special surface texture to be used on the concrete approach (i.e., exposed aggregate, brick stamped pattern, paving brick).

____ elimination of the sidewalk section due to the inability to meet the grade requirements.

____ elimination of the sidewalk section for asphalt driveways.

X placement of a driveway or sidewalk on City right-of-way on an unimproved street.

____ Other: _____

I agree to the following:

1. To remove and replace this driveway to an official elevation at no additional expense to the City of Waterloo at such time that sidewalk is constructed.
2. To remove and replace the private driveway, as needed, to an official elevation at no additional expense to the City of Waterloo at such time that curb and gutter is constructed.
3. To pay for any additional expenses for the replacement of any such textured driveway or sidewalk that has been removed for any City of Waterloo project.
4. To employ a bonded contractor who shall obtain a permit from the office of the City Engineer.
5. To have the driveway constructed according to the specifications and policies of the City Engineer and under his supervision.
6. This waiver is for this property only.

Attached herewith is a payment in the amount of seven dollars ($7.00) for the purpose of recording this agreement. (Please make payment to: City of Waterloo.)

Respectfully submitted,

William Weitnauer
Printed Name of Property Owner
Weitnauer

Signature of Property Owner

CITY OF WATERLOO

Council Communication

Resolution approving request of James Johnson, for a waiver for a concrete driveway and placement of a culvert, located at 414 Crestridge Drive, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

City Council Meeting: 11/7/2022
Prepared: 10/18/2022

ATTACHMENTS:

Description	Type
DW Waiver_414 Crestridge Dr	Backup Material

SUBJECT:	Resolution approving request of James Johnson, for a waiver for a concrete driveway and placement of a culvert, located at 414 Crestridge Drive, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.
Submitted by:	Submitted By: Jamie Knutson, PE, City Engineer Recommend for approval by the City Engineer. If a culvert is required for future ditch work, placement of a culvert will be at property owner's expense.
Recommended Action:	This waiver is needed due to the placement of a driveway or sidewalk on City right-of-way on an unimproved street and placement of a culvert for future ditch work. I have reviewed this request and recommend its approval subject to the following provisions.
Summary Statement:	1.Work to be performed by an approved and bonded contractor. 2.A permit is to be obtained from the office of the City Engineer prior to construction. 3.All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo. $7.00 cash for the purpose of recording this waiver and a copy of the legal description have been provided to the City Clerk's office.
Legal Descriptions:	The East 60 feet of Lot 1 in Hollywood Addition, Waterloo, Black Hawk County, Iowa

WAIVER

Date: 10/11/2022

Honorable Mayor and City Council
City Hall
Waterloo, IA 50703

Council Persons:

I hereby request a waiver to the driveway and sidewalk specifications for the construction of a _____ driveway or sidewalk located at
(concrete or asphalt)

414 Crestridge Drive.
(Address)

This waiver is needed because of:

_____ special surface texture to be used on the concrete approach (i.e., exposed aggregate, brick stamped pattern, paving brick).

_____ elimination of the sidewalk section due to the inability to meet the grade requirements.

_____ elimination of the sidewalk section for asphalt driveways.

✓ placement of a driveway or sidewalk on City right-of-way on an unimproved street.

and ✓ Other: Culvert placement by property owner/property owner expense, if required for future ditch work.

I agree to the following:

1. To remove and replace this driveway to an official elevation at no additional expense to the City of Waterloo at such time that sidewalk is constructed.
2. To remove and replace the private driveway, as needed, to an official elevation at no additional expense to the City of Waterloo at such time that curb and gutter is constructed.
3. To pay for any additional expenses for the replacement of any such textured driveway or sidewalk that has been removed for any City of Waterloo project.
4. To employ a bonded contractor who shall obtain a permit from the office of the City Engineer.
5. To have the driveway constructed according to the specifications and policies of the City Engineer and under his supervision.
6. This waiver is for this property only.

Attached herewith is a payment in the amount of seven dollars ($7.00) for the purpose of recording this agreement. (Please make payment to: City of Waterloo.)

Respectfully submitted,

James G. Johnson
Printed Name of Property Owner

James G. Johnson
Signature of Property Owner

CITY OF WATERLOO

Council Communication

Resolution authorizing an exception to the City of Waterloo's Purchasing Policy to approve the purchase of one (1) 2020 (used) Ford Escape Hybrid in the amount of $35,180.00 from Victory Commercial Works of Dyersville, Iowa.

City Council Meeting: 11/7/2022
Prepared: 10/21/2022

ATTACHMENTS:

Description	Type
quote	Backup Material

SUBJECT:	Resolution authorizing an exception to the City of Waterloo's Purchasing Policy to approve the purchase of one (1) 2020 (used) Ford Escape Hybrid in the amount of $35,180.00 from Victory Commercial Works of Dyersville, Iowa.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Resolution
Summary Statement:	The Ford Escape is a used vehicle with 23,902 miles. This will replace a 2006 Impala in the Engineering Department.

Expenditure Required/Source of Funds: GO Bond Funding

Quotation

Victory Commercial Works
30584 Olde Hawkeye Rd - Dyersville, IA 52040
Phone: 563-538-6628

VICTORY COMMERCIAL WORKS

Customer Name: City of Waterloo		
Address: 625 Glenwood St		**Date:** 10/20/22
Waterloo IA 50703		**Salesman: Ryan Sedbrook**
Phone:	**Moblie:**	**Fax:**

QTY	DESCRIPTION	PRICE
	2020 Ford Escape Hybrid 1FMCU9BZ3LUC08903 23,902 miles	35,000.00

Remarks

Unit Total	$35,000.00
Trade In	$0.00
Difference	$0.00
Sales Tax	0%
License	$0.00
Title	$0.00
Lien Fee	$0.00
Doc Fee	$180.00
Total	$35,180.00

X _____
Buyer's Signature

CITY OF WATERLOO

Council Communication

Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Young Plumbing & Heating Company, of Waterloo, Iowa, at a total cost of $157,400.00, in conjunction with the Waterloo City Hall Chiller Replacement Project.

City Council Meeting: 11/7/2022
Prepared: 10/7/2022

ATTACHMENTS:

	Description	Type
	Acceptance of Work	Backup Material

SUBJECT:	Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Young Plumbing & Heating Company, of Waterloo, Iowa, at a total cost of $157,400.00, in conjunction with the Waterloo City Hall Chiller Replacement Project.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Young Plumbing & Heating Company has completed the above referenced project in accordance with the Contract documents.

AIA Type Document
Application and Certification for Payment

TO (OWNER): CITY OF WATERLOO
715 MULBERRY ST
WATERLOO, IA 50703

PROJECT: WATERLOO CITY HALL CHILLER

Completion Date: 8/26/22

APPLICATION NO: 2
INVOICE NO: 23104
PERIOD TO: 6/24/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Young Plumbing & Heating Co.
PO Box 1077
Waterloo, IA 50704-1077

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: 153PW

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	$	157,400.00
2. Net Change by Change Orders	$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	$	157,400.00
4. TOTAL COMPLETED AND STORED TO DATE	$	157,400.00
5. RETAINAGE:		
a. 0.00 % of Completed Work	$	0.00
b. 0.00 % of Stored Material	$	0.00
Total retainage (Line 5a + 5b)	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	157,400.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	18,200.00
8. CURRENT PAYMENT DUE	$	139,200.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Young Plumbing & Heating Co.
PO Box 1077 Waterloo, IA 50704-1077

By: [signature] Date: 10-6-22

State of: Iowa
County of: Black Hawk
Subscribed and Sworn to before me this 6th Day of October 20 22

Notary Public: [signature]
My Commission Expires :

NOTARIAL SEAL IOWA
ERIC MATTHEW BORWIG
Commission Number 836802
My Commission Expires
~~January 20, 2025~~

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED $

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

TO (OWNER): CITY OF WATERLOO
715 MULBERRY ST
WATERLOO, IA 50703

PROJECT: WATERLOO CITY HALL CHILLER

APPLICATION NO: 2
PERIOD TO: 6/24/2022

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Young Plumbing & Heating Co.
PO Box 1077
Waterloo, IA 50704-1077

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR: 153PW

CONTRACT DATE:

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	CONTRACT	157,400.00	18,200.00	139,200.00	0.00	157,400.00	100.00	0.00	0.00
	REPORT TOTALS	$157,400.00	$18,200.00	$139,200.00	$0.00	$157,400.00	100.00	$0.00	$0.00

CITY OF WATERLOO

Council Communication

Resolution approving submission of a $100,000.00 grant application to Lincoln Savings Bank Foundation for the Transforming Gates and Byrnes Parks Project.

City Council Meeting: 11/7/2022
Prepared: 10/25/2022

ATTACHMENTS:

Description	Type
LSB Application	Backup Material

SUBJECT:	Resolution approving submission of a $100,000.00 grant application to Lincoln Savings Bank Foundation for the Transforming Gates and Byrnes Parks Project.
Submitted by:	Submitted By: Paul Huting, Leisure Services Director
Recommended Action:	Recommend approval
Summary Statement:	This grant would help fund elements of the Transforming Gates and Byrnes Parks Project as presented at the January 31, 2022 Council Meeting
Neighborhood Impact:	This park project will have a significant positive neighborhood impact.
Expenditure Required/Source of Funds:	This grant request is for $100,000 of a $16-17 million project. $4.5 million of City CIP funds have been committed by Council. The balance is being raised through grant sources. The project is approximately 75% funded to date.

Transforming Gates and Byrnes Parks- Grant Proposal for LSB Foundation

The City of Waterloo Leisure Services Commission is moving forward with an exciting campaign to transform Waterloo's two "anchor parks". Major improvements are planned for Gates Park and Byrnes Park. We respectfully request a grant of $100,000 from the Lincoln Savings Bank Foundation to help make this exciting and transformational project become a reality.

A recent aquatics master plan study has determined that the outdoor swimming pools at both parks are failing. These aluminum pools are 42 years old and heavily corroded. Aquatic consultants performed a detailed evaluation of the pools and have deemed them to be past their useful life expectancy.

Ballard King and Associates of Highlands Ranch Colorado was retained for the Aquatics Master Plan, and Ritland + Kuiper Landscape Architects of Waterloo developed the Gates Park Master Plan after public input received by Ballard King identified the need for a more comprehensive look at ways to improve Gates Park. Detailed public input was received from the Gates Park Focus Group as the Gates Park Master Plan was developed.

Features planned for **Gates Park** include a splash pad, inclusion park, amphitheater, lighted basketball courts surrounded by a roller skating track, future sculpture garden with pollinator/prairie plantings, renovated soccer field, and more. These major new investments will completely transform this park.

At **Byrnes Park** the pool would be replaced by a new aquatic center featuring a slide tower, 25-yard lap pool, zero depth entry pool with play and instructional area. Also included would be a new bathhouse and mechanical building.

Master plan recommendations for transforming Gates and Byrnes Parks were formally approved by the Waterloo Leisure Services Commission and the Waterloo City Council early in 2022. . Completion of this project is central to our mission statement below:

MISSION STATEMENT

The City of Waterloo Leisure Services Commission is dedicated to improving the quality of life for all citizens by providing the best possible recreational activities, special events, facilities, and services that encourage lifelong learning, fitness and fun. The Commission strives to provide an enjoyable outdoor environment with top quality parks, preserves, golf courses, recreational trails, and a healthy urban forest resource.

This project offers multifaceted enhancements to people of all ages. At Gates the new inclusion park, basketball, skating, soccer, and spray pad facilities will offer a safe and welcoming environment for people of all backgrounds and ability levels. Physical fitness and education of patrons will be enhanced in this reimagined park. Trails and pollinator plantings at Gates will be a healthy addition to the community. In times of excessive heat the new Gates spray pad and the new Byrnes Aquatics Center will both offer safe, fun environments for patrons to keep cool, with water features and abundant shade structures.

The new Inclusion Park at Gates will create a playground experience where children of all abilities can play together:

- A child in a wheelchair can go to the same park as his/her sibling that has no physical challenges.
- A parent or grandparent that is disabled can maneuver the park without difficulties.
- A child that is blind can play with his sister that has 20/20 vision.
- An intellectually disabled older child can play in a swing that has a 5 point harness system while his sister swings on a typical swing right next to him.

At Byrnes Park the new swimming facilities will be designed to facilitate extensive learn to swim programs, lifeguard training, aquatic conditioning, lap swim, and more. Waterloo Leisure Services is committed to providing important life safety skills through comprehensive learn to swim programs. Leisure Services will continue to offer extramural swim instruction to at-risk youth in grades 4-8 in cooperation with Waterloo Community Schools. Participation in aquatic programs will be one way to measure the success of this project.

The ongoing operations and maintenance of the new facilities in this project will be included within the City of Waterloo Leisure Services regular operating budget. Revenues from the new aquatic center will help offset expenses and replacing two aging and inefficient swimming pools with new, energy efficient facilities will result make this project sustainable into the future.

This project has been well received by local funders and significant investment commitments have already been made, including major gifts from Black Hawk County Gaming Association, McElroy Trust, and Otto Schoitz Foundation. Grant applications are currently submitted and under review for State of Iowa Enhance Iowa CAT Grant, Max and Helen Guernsey Trust. Van G. Miller Family Charitable Foundation, John Deere Foundation, and NE Iowa Community Foundation. A grass roots fundraising campaign is underway in partnership with the Waterloo Community Foundation. With funds identified to date of approximately $13,082,000, the project is currently 75% funded.

LSB Foundation's partnership in transforming two major parks would provide critical support for quality of life initiatives in the city where Lincoln Savings Bank has recently expanded its corporate facilities. We appreciate your consideration of this funding request.

CITY OF WATERLOO

Council Communication

Resolution approving submission of a grant application, in an amount not to exceed $2,000,000.00, for a Strengthening Mobility and Revolutionizing Transportation (SMART) grant, with zero city match, and in possible partnership and/or collaboration with INRCOG and industry.

City Council Meeting: 11/7/2022
Prepared: 10/31/2022

SUBJECT:	Resolution approving submission of a grant application, in an amount not to exceed $2,000,000.00, for a Strengthening Mobility and Revolutionizing Transportation (SMART) grant, with zero city match, and in possible partnership and/or collaboration with INRCOG and industry.
Submitted by:	Submitted By: Randy Bennett, Public Works Division Manager
Recommended Action:	Approve Resolution
Summary Statement:	SMART City Grant - to initiate a pilot SMART corridor in the city with full weather, pavement condition, traffic and crash sensors and smart street lights. in a uniform platform that communicates to various city departments.
Expenditure Required/Source of Funds:	Up to $2,000,000.00 SMART grant Zero City Match

CITY OF WATERLOO

Council Communication

Resolution approving Amendment No. 2 to the Agreement with Strand Associates Inc. of Madison Wisconsin originally executed on April 17, 2019 to amend the completion date from October 31, 2022 to February 28, 2023, in conjunction with the Biogas Utilization Modifications Preliminary Design Project, and authorizing the Mayor to execute said document.

City Council Meeting: 11/7/2022
Prepared: 10/25/2022

ATTACHMENTS:

	Description	Type
🗋	Amendment No.2 Bio Gas Design	Backup Material

SUBJECT:	Resolution approving Amendment No. 2 to the Agreement with Strand Associates Inc. of Madison Wisconsin originally executed on April 17, 2019 to amend the completion date from October 31, 2022 to February 28, 2023, in conjunction with the Biogas Utilization Modifications Preliminary Design Project, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Brian Bowman, Treatment Operations Supervisor
Recommended Action:	Approve Amendment No 2

STRAND ASSOCIATES®
Excellence in Engineering
Since 1946

Strand Associates, Inc.®
910 West Wingra Drive
Madison, WI 53715
(P) 608.251.4843
www.strand.com

October 20, 2022

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

Attention: Mr. Brian M. Bowman, Treatment Operations Supervisor

Re: Amendment No. 2 to the April 17, 2019, Agreement for General Services
Biogas Utilization Modifications Preliminary Design

This is Amendment No. 2 to the referenced Agreement.

Under **Scope of Services**, REPLACE Item No. 3 in its entirety with the following:

"3. Prepare a Request for Proposal (RFP) to solicit design-build-own-operate proposals from renewable natural gas (RNG) developers for RNG projects at OWNER's anaerobic lagoon and wastewater treatment plant. Submit the RFP in draft form to OWNER for review and meet twice with OWNER to revise and refine the RFP. Prepare RFP attachments that assist in defining the level of quality defined by OWNER; ENGINEER understands that no design services are required under this Amendment."

Under **Schedule**, CHANGE October 31, 2022, to "February 28, 2023."

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:	OWNER:
STRAND ASSOCIATES, INC.®	CITY OF WATERLOO
Joseph M Bunker 10/17/22	
Joseph M. Bunker — Date	Quentin M. Hart — Date
Corporate Secretary	Mayor

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CITY OF WATERLOO

Council Communication

Resolution setting date of consultation with affected taxing entities as November 18, 2022, and date of public hearing as December 5, 2022, in conjunction with approval of Amendment No. 3 to the Rath Urban Renewal and Redevelopment Plan, to expand the boundaries, update projects and project budgets to be included in the Plan, and other general updates to the Plan, and instruct the City Clerk to publish notice.

City Council Meeting: 11/7/2022
Prepared: 10/26/2022

ATTACHMENTS:

	Description	Type
🗋	Rath TIF Amendment 3 2022	Backup Material
🗋	Rath Urban Renewal Amendment 3 Aerial	Backup Material

SUBJECT:	Resolution setting date of consultation with affected taxing entities as November 18, 2022, and date of public hearing as December 5, 2022, in conjunction with approval of Amendment No. 3 to the Rath Urban Renewal and Redevelopment Plan, to expand the boundaries, update projects and project budgets to be included in the Plan, and other general updates to the Plan, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Staff is proposing an expansion of the Rath Urban Renewal and Redevelopment Plan and TIF District. The expansion presents a proposal for the improvement and location of commercial and industrial development and provides for public improvements in order to increase the tax base and employment opportunities in the Rath area. The expanded area includes areas along Dubuque Road between Colorado Street and N Evans Road, as well as a parcel along Lafayette Street. The current taxable values of these areas would be part of the "base" that continues to go to all taxing entities, and only new increment value from any future taxable improvements would be collected as increment by the TIF district. The amendment also includes updates to urban renewal projects and project budgets, and to updated related financial summaries of bonding capacity. Amendments to a TIF Plan require a consultation with taxing entities, which will be held on November 18th. The Planning, Programming and Zoning Commission unanimously recommended approval of the proposed amendment at their regular meeting on October 11, 2022.
Data/Analysis and Strategies:	Economic Development, Strategic Plan Policies 1, 3 and 4.
Expenditure Required/Source of	None

Funds:

Attachment B

RATH URBAN RENEWAL AND
REDEVELOPMENT PLAN AREA
LEGAL DESCRIPTIONS

Original area (1990) (Original Subarea)

Beginning at the point of intersection of the centerline of East Eleventh Street and the Northerly bank of the Cedar River, thence Northeasterly along the centerline of East Eleventh Street to its intersection with the centerline of Franklin Street, thence Southeasterly and Easterly along the centerline of Franklin Street to its intersection with the centerline of Vinton Street, thence Southerly along the centerline of Vinton Street to its intersection with the centerline of Sycamore Street, thence Southeasterly along the centerline of Sycamore Street to its intersection with the centerline of Dunham Place, thence Southerly along the centerline of Dunham Place and an extension of the centerline of Dunham Place to its intersection with the Cedar River, thence Northwesterly along the Northerly bank of the Cedar River to the point of beginning.

Amendment No. 1 area (2004) (Amendment No. 1 Subarea)

Beginning at the intersection of the centerline of Nevada Street and Lafayette Street, thence Southeasterly along the centerline of Lafayette Street to the centerline of Glendale Street, thence South along the centerline of Glendale Street and an extension thereof, to the point where said extension would intersect the extension Easterly of the centerline of Hawthorne Avenue, thence West along the extension of the centerline of Hawthorne Avenue and the centerline of Hawthorne Avenue to the centerline of northbound Washington Street, thence Northwesterly along the centerline of northbound Washington Street to the centerline of West 12th Street, thence Northeasterly along the centerline of West 12th Street and its extension Northeasterly to the Southerly line of the Cedar River, thence Northwesterly along the Cedar River to centerline of West 11th Street, thence Northeasterly across Cedar River along the centerline of 11th Street bridge and continuing Northeasterly along the centerline of East 11th Street to the centerline of Sycamore Street, thence Northwesterly along the centerline of Sycamore Street to the centerline of East 7th Street, thence Northeasterly along the centerline of East 7th Street to the centerline of Franklin Street, thence Northwesterly along the centerline of Franklin Street to the centerline of Westbound Martin Luther King Jr. Drive, thence Northeasterly following said Westbound centerline to the centerline of South Barclay Street, thence South along the centerline of South Barclay Street to the centerline of Martin Luther King Jr. Drive, thence Northeasterly along the centerline of Martin Luther King Jr. Drive to the centerline of Linden Avenue, thence South along the centerline of Linden

Avenue to the centerline of the Canadian National Illinois Central Railroad, thence following said railroad centerline to the centerline of Nevada Street, thence South along the centerline of Nevada Street to the point of beginning.

Amendment No. 2 area (2009) (Amendment No. 2 Subarea)

That part of Sections 29, 30, 31 and 32 in Township 89 North, Range 12 West of the 5th Principal Meridian in the City of Waterloo, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the intersection of the centerline of Lafayette Street and the centerline of Glendale Street; thence South along the centerline of Glendale Street to its intersection with the centerline of the existing spur line of the Canadian National Railroad, said point also being the Point of Beginning; thence continuing South along the platted, now vacated centerline of Glendale Street to the point of intersection with the Northeasterly line of the Cedar River; thence Southeasterly following the Northeasterly line of the Cedar River to its intersection with the East line of the City of Waterloo Corporate Limits (as now established in Section 32, Township 89 North, Range 12 West); thence North following said Corporate Limit line to the Southerly line of Dubuque Road; thence Northwesterly following the Southerly line of Dubuque Road to its intersection with the East line of Block 8 of Blowers Addition; thence South along the East line of said Block 8 to the most Southerly corner of Lot 19 Block 8 said addition; thence South to the most Northeasterly corner of Lot 9 Block 17 Blowers Addition; thence South along the East line of said Block 17, and an extension thereof to the Southerly line of Lafayette Street; thence Northwesterly along the Southerly line of Lafayette Street to the Southeasterly line of Block 2 Kahler's Addition; thence Southwesterly along the Southeasterly line of Block 2 Kahler's Addition to the centerline of the existing spur line of the Canadian National Railroad; thence Northwesterly along said railroad line to the Point of Beginning.

Legal Descriptions:

Amendment No. 3 area (2022) (Amendment No. 3 Subarea)

Beginning at the intersection of the East line of Block 8 of Blowers Addition and the Southerly right-of-way line of Dubuque Road; thence Northwesterly along said Southerly right-of-way line to its intersection with the West line of said Block 8; thence Northwesterly to the Northeast corner of Lot 30 of Block 9 of Blowers Addition; thence West along the North line of said Block 9 to the Northwest corner of Lot 1 of said Block 9; thence Northwest to the Southeast corner of Lot 16 of Block 5 of Blowers Addition; thence North along the East line of said Block 5 to a point on the East line of Lot 18 of said Block 5 that is 20 feet South of the Northeast corner of said Lot 18; thence Northwesterly to a point on the North line of said Lot 18 that is 10 feet West of the Northeast corner of said Lot 18; thence Northwesterly to the Northwesterly corner of the parcel described by Warranty Deed to the City of Waterloo recorded in Book 570 of City Lot Deeds, Page 92; thence Northwest to a point on the West line of Lot 21 of said Block 5 that is 6.1 feet South of the Northwest corner of said Lot 21; thence Northwest to the

Southeast corner of Lot 7 of said Block 5, also being a point along the Southerly right-of-way line of Dubuque Road; thence Northwesterly along said Southerly right-of-way line to its intersection with the centerline of Colorado Street; thence North along the centerline of Colorado Street to the centerline of French Street; thence East along the centerline of French Street to the centerline of Arizona Street; thence South along the centerline of Arizona Street to the centerline of Archer Avenue; thence West along the centerline of Archer Avenue to the Northerly line of the Canadian National Illinois Central Railroad; thence Southeasterly along said Northerly line to its intersection with the Northerly line of Sunshine Subdivision; thence East along said Northerly line of Sunshine Subdivision to the Northeast corner of Sunshine Subdivision, said point also being on the Westerly right-of-way line of the former Chicago Central and Pacific Railroad; thence North along said former Westerly right-of-way line to a point that is90.7 feet South of the North line of the Southwest ¼ of the Northeast ¼ of Section 30, T89N, R12W; thence Northeasterly to a point on the Easterly line of said former Railroad right-of-way that is 48.72 feet South of the North line of the Southeast ¼ of the Northeast ¼ of said Section 30; thence North along the Easterly line of said former Railroad right-of-way to a line that is 33 feet South of and parallel with said North quarter-quarter line; thence East along said parallel line to the East line said Section 30; thence South along said East line to the centerline of Ann Street; thence East along the centerline of Ann Street to the centerline of Creston Avenue; thence South along the centerline of Creston Avenue to the centerline of Fulton Street; thence East along the centerline of Fulton Street to its intersection with a Northerly extension of the East line of Lot 4 of Block 8 of Auditor Rainbows Plat of Maywood Second Filing; thence South along said Northerly extension and the East line of said Lot 4 and a Southerly extension of the East line of said Lot 4 to the Northeast corner of Lot 21 of said Block 8; thence West to the Northwest corner of said Lot 21; thence South along the West line of said Lot 21 and a Southerly extension of the West line of said Lot 21 to the Southerly line of Wyandotte Street; thence Westerly along the Southerly line of Wyandotte Street to the Northerly line of the Canadian National Illinois Central Railroad; thence Southeasterly along said Northerly line to the North line of Section 32, T89N, R12W; thence East along the North line of said Section 32 to the centerline of North Evans Road; thence South along the centerline of North Evans Road to its intersection with an Easterly line of the City of Waterloo Corporate Limits (as now established in Section 32, T89N, R12W); thence Northwesterly and Southerly following said Corporate Limit line to the Southerly line of Dubuque Road; thence Northwesterly along the Southerly line of Dubuque Road to the Point of Beginning.

And also, that part of Lot 19 of Auditor’s consolidated Plat lying Northeasterly of the centerline of the spur line of the Canadian National Railroad, except the Northwest 68 feet of the Northeast 180 feet of said Lot 19, and except the Southeast 60 feet of the Northeast 180 feet of said Lot 19.

Prepared by Aric Schroeder, City of Waterloo, 715 Mulberry Street, Waterloo, IA, 50703 319-291-4366
Return to preparer after recording.

AMENDMENT TO
RATH URBAN RENEWAL AND REDEVELOPMENT PLAN

RECITALS

A. On November 19, 1990, the City Council of the City of Waterloo, Iowa (the "City") adopted Ordinance No. 3749 and Resolution No. 1990-644, determining that certain areas (the "Original Area") located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Rath Urban Renewal and Redevelopment Plan of the City of Waterloo, Iowa (the "Plan").

B. On June 14, 2004, the City Council adopted Ordinance 4697 and Resolution No. 2004-372, to amend the Plan by extending the property included therein (the "Amendment No. 1 Area"), and one or more other amendments have been made to the Plan to include additional urban renewal projects or for other purposes.

C. On July 6, 2009, the City Council adopted Ordinance 4949 and Resolution No. 2009-633, to amend the Plan by extending the property included therein (the "Amendment No. 2 Area"), and one or more other amendments have been made to the Plan to include additional urban renewal projects or for other purposes.

D. The City desires to amend the Plan again to enlarge the area included therein (the "Amendment No. 3 Area") and to include new urban renewal projects and to update related information in the Plan.

AMENDMENT

NOW THEREFORE, the Rath Urban Renewal and Redevelopment Plan, as previously amended, is hereby further amended as follows:

1. Attachments A, B, C, and D to the Plan are hereby stricken in their entirety, and the new Attachments A, B, C and D which are attached hereto are substituted in their place so that the Plan shows current map (Attachment A), legal description (Attachment B), information about bonding capacity (Attachment C) and project budgets (Attachment D).

2. The attachments listed below, each of which is attached hereto, are included in this amendment to show compliance with procedural requirements under state law for adoption

of this amendment, but do not replace or supersede similar attachments to the original Plan or any amendment thereto adopted prior to this amendment:

Attachment G (Planning, Programming & Zoning Commission recommendation)
Attachment H (notice of consultation)
Attachment J (resolution adopting this amendment)
Attachment K (ordinance adopting amended TIF district)
Attachment L (notice of public hearing)

3. Except as modified by this amendment, the Plan, as previously amended, shall continue unmodified in full force and effect.

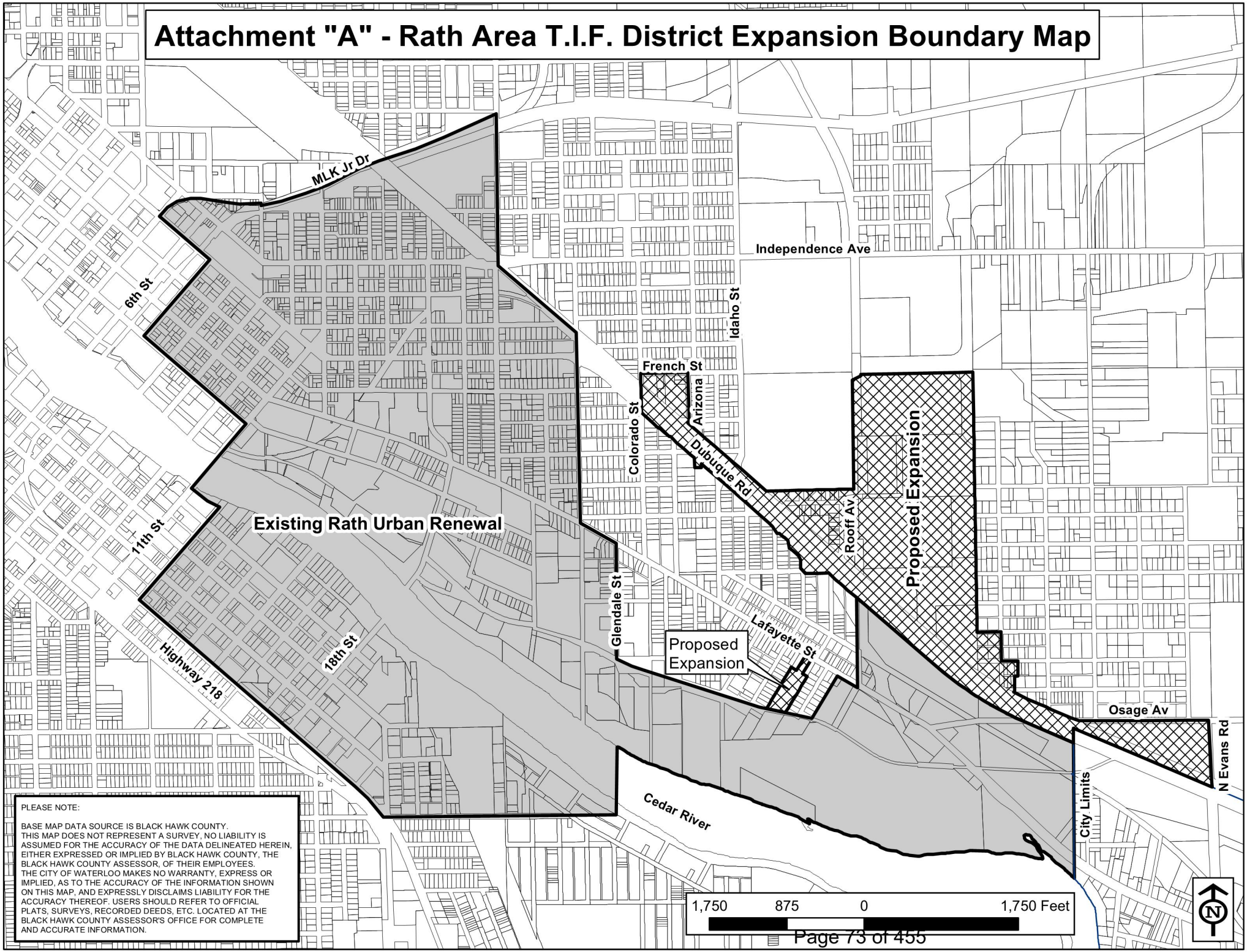
PASSED AND APPROVED this _____ day of _____, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

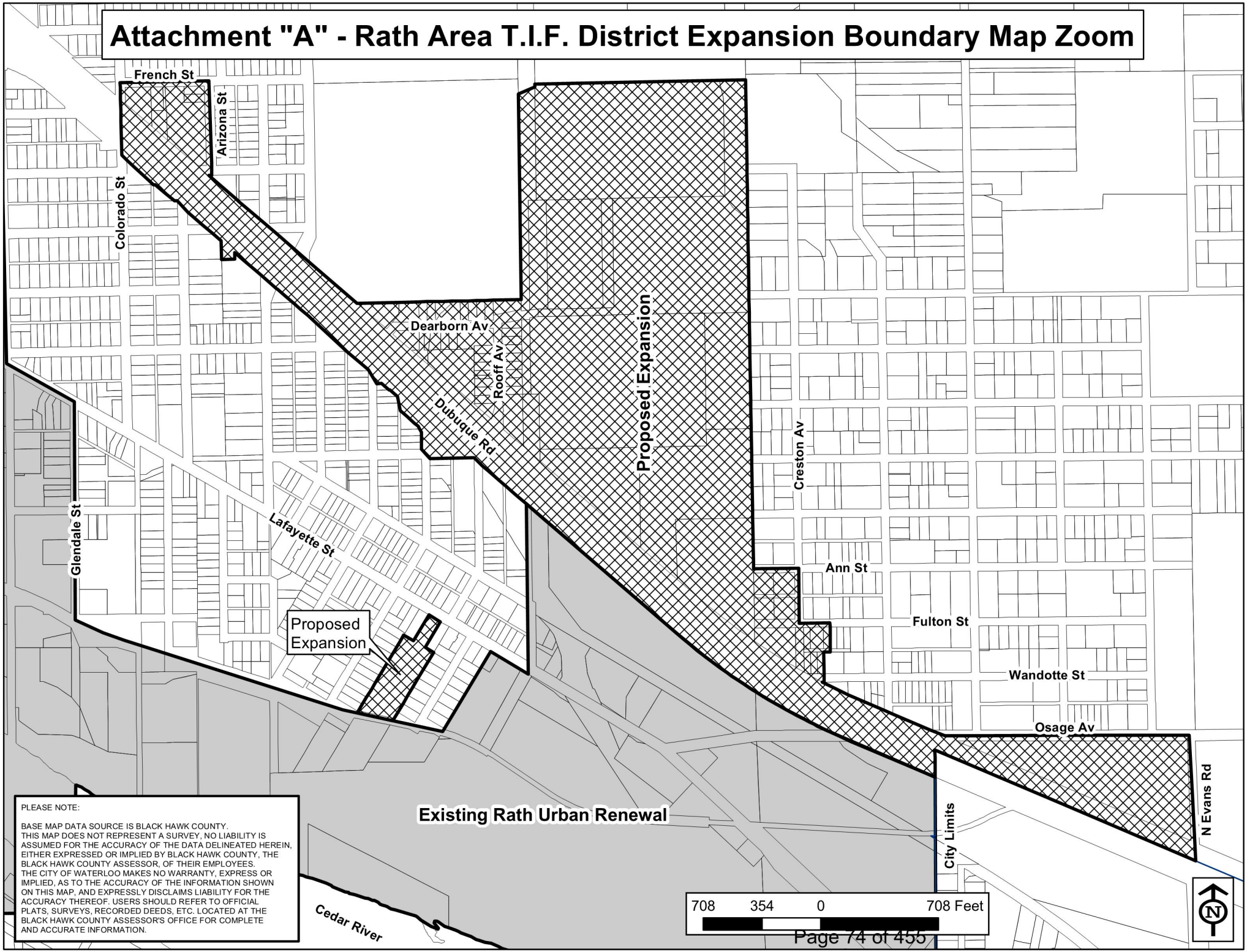
Attachment "A" - Rath Area T.I.F. District Expansion Boundary Map



PLEASE 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, OF 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.

Attachment "A" - Rath Area T.I.F. District Expansion Boundary Map Zoom



PLEASE NOTE:

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Attachment B

RATH URBAN RENEWAL AND REDEVELOPMENT
PLAN AREA LEGAL DESCRIPTIONS

Original area (1990) (Original Subarea)

Beginning at the point of intersection of the centerline of East Eleventh Street and the Northerly bank of the Cedar River, thence Northeasterly along the centerline of East Eleventh Street to its intersection with the centerline of Franklin Street, thence Southeasterly and Easterly along the centerline of Franklin Street to its intersection with the centerline of Vinton Street, thence Southerly along the centerline of Vinton Street to its intersection with the centerline of Sycamore Street, thence Southeasterly along the centerline of Sycamore Street to its intersection with the centerline of Dunham Place, thence Southerly along the centerline of Dunham Place and an extension of the centerline of Dunham Place to its intersection with the Cedar River, thence Northwesterly along the Northerly bank of the Cedar River to the point of beginning.

Amendment No. 1 area (2004) (Amendment No. 1 Subarea)

Beginning at the intersection of the centerline of Nevada Street and Lafayette Street, thence Southeasterly along the centerline of Lafayette Street to the centerline of Glendale Street, thence South along the centerline of Glendale Street and an extension thereof, to the point where said extension would intersect the extension Easterly of the centerline of Hawthorne Avenue, thence West along the extension of the centerline of Hawthorne Avenue and the centerline of Hawthorne Avenue to the centerline of northbound Washington Street, thence Northwesterly along the centerline of northbound Washington Street to the centerline of West 12th Street, thence Northeasterly along the centerline of West 12th Street and its extension Northeasterly to the Southerly line of the Cedar River, thence Northwesterly along the Cedar River to centerline of West 11th Street, thence Northeasterly across Cedar River along the centerline of 11th Street bridge and continuing Northeasterly along the centerline of East 11th Street to the centerline of Sycamore Street, thence Northwesterly along the centerline of Sycamore Street to the centerline of East 7th Street, thence Northeasterly along the centerline of East 7th Street to the centerline of Franklin Street, thence Northwesterly along the centerline of Franklin Street to the centerline of Westbound Martin Luther King Jr. Drive, thence Northeasterly following said Westbound centerline to the centerline of South Barclay Street, thence South along the centerline of South Barclay Street to the centerline of Martin Luther King Jr. Drive, thence Northeasterly along the centerline of Martin Luther King Jr. Drive to the centerline of Linden Avenue, thence South along the centerline of Linden Avenue to the centerline of the Canadian National Illinois Central Railroad, thence following said railroad centerline to the centerline of Nevada Street, thence South along the centerline of Nevada Street to the point of beginning.

Amendment No. 2 area (2009) (Amendment No. 2 Subarea)

That part of Sections 29, 30, 31 and 32 in Township 89 North, Range 12 West of the 5th Principal Meridian in the City of Waterloo, Black Hawk County, Iowa, more particularly described as follows:

Commencing at the intersection of the centerline of Lafayette Street and the centerline of Glendale Street; thence South along the centerline of Glendale Street to its intersection with the centerline of the existing spur line of the Canadian National Railroad, said point also being the Point of Beginning; thence continuing South along the platted, now vacated centerline of Glendale Street to the point of intersection with the Northeasterly line of the Cedar River; thence Southeasterly following the Northeasterly line of the Cedar River to its intersection with the East line of the City of Waterloo Corporate Limits (as now established in Section 32, Township 89 North, Range 12 West); thence North following said Corporate Limit line to the Southerly line of Dubuque Road; thence Northwesterly following the Southerly line of Dubuque Road to its intersection with the East line of Block 8 of Blowers Addition; thence South along the East line of said Block 8 to the most Southerly corner of Lot 19 Block 8 said addition; thence South to the most Northeasterly corner of Lot 9 Block 17 Blowers Addition; thence South along the East line of said Block 17, and an extension thereof to the Southerly line of Lafayette Street; thence Northwesterly along the Southerly line of Lafayette Street to the Southeasterly line of Block 2 Kahler's Addition; thence Southwesterly along the Southeasterly line of Block 2 Kahler's Addition to the centerline of the existing spur line of the Canadian National Railroad; thence Northwesterly along said railroad line to the Point of Beginning.

Amendment No. 3 area (2022) (Amendment No. 3 Subarea)

Beginning at the intersection of the East line of Block 8 of Blowers Addition and the Southerly right-of-way line of Dubuque Road; thence Northwesterly along said Southerly right-of-way line to its intersection with the West line of said Block 8; thence Northwesterly to the Northeast corner of Lot 30 of Block 9 of Blowers Addition; thence West along the North line of said Block 9 to the Northwest corner of Lot 1 of said Block 9; thence Northwest to the Southeast corner of Lot 16 of Block 5 of Blowers Addition; thence North along the East line of said Block 5 to a point on the East line of Lot 18 of said Block 5 that is 20 feet South of the Northeast corner of said Lot 18; thence Northwesterly to a point on the North line of said Lot 18 that is 10 feet West of the Northeast corner of said Lot 18; thence Northwesterly to the Northwesterly corner of the parcel described by Warranty Deed to the City of Waterloo recorded in Book 570 of City Lot Deeds, Page 92; thence Northwest to a point on the West line of Lot 21 of said Block 5 that is 6.1 feet South of the Northwest corner of said Lot 21; thence Northwest to the Southeast corner of Lot 7 of said Block 5, also being a point along the Southerly right-of-way line of Dubuque Road; thence Northwesterly along said Southerly right-of-way line to its intersection with the centerline of Colorado Street; thence North along the centerline of Colorado Street to the centerline of French Street; thence East along the

centerline of French Street to the centerline of Arizona Street; thence South along the centerline of Arizona Street to the centerline of Archer Avenue; thence West along the centerline of Archer Avenue to the Northerly line of the Canadian National Illinois Central Railroad; thence Southeasterly along said Northerly line to its intersection with the Northerly line of Sunshine Subdivision; thence East along said Northerly line of Sunshine Subdivision to the Northeast corner of Sunshine Subdivision, said point also being on the Westerly right-of-way line of the former Chicago Central and Pacific Railroad; thence North along said former Westerly right-of-way line to a point that is90.7 feet South of the North line of the Southwest ¼ of the Northeast ¼ of Section 30, T89N, R12W; thence Northeasterly to a point on the Easterly line of said former Railroad right-of-way that is 48.72 feet South of the North line of the Southeast ¼ of the Northeast ¼ of said Section 30; thence North along the Easterly line of said former Railroad right-of-way to a line that is 33 feet South of and parallel with said North quarter-quarter line; thence East along said parallel line to the East line said Section 30; thence South along said East line to the centerline of Ann Street; thence East along the centerline of Ann Street to the centerline of Creston Avenue; thence South along the centerline of Creston Avenue to the centerline of Fulton Street; thence East along the centerline of Fulton Street to its intersection with a Northerly extension of the East line of Lot 4 of Block 8 of Auditor Rainbows Plat of Maywood Second Filing; thence South along said Northerly extension and the East line of said Lot 4 and a Southerly extension of the East line of said Lot 4 to the Northeast corner of Lot 21 of said Block 8; thence West to the Northwest corner of said Lot 21; thence South along the West line of said Lot 21 and a Southerly extension of the West line of said Lot 21 to the Southerly line of Wyandotte Street; thence Westerly along the Southerly line of Wyandotte Street to the Northerly line of the Canadian National Illinois Central Railroad; thence Southeasterly along said Northerly line to the North line of Section 32, T89N, R12W; thence East along the North line of said Section 32 to the centerline of North Evans Road; thence South along the centerline of North Evans Road to its intersection with an Easterly line of the City of Waterloo Corporate Limits (as now established in Section 32, T89N, R12W); thence Northwesterly and Southerly following said Corporate Limit line to the Southerly line of Dubuque Road; thence Northwesterly along the Southerly line of Dubuque Road to the Point of Beginning.

And also, that part of Lot 19 of Auditor’s consolidated Plat lying Northeasterly of the centerline of the spur line of the Canadian National Railroad, except the Northwest 68 feet of the Northeast 180 feet of said Lot 19, and except the Southeast 60 feet of the Northeast 180 feet of said Lot 19.

Attachment C

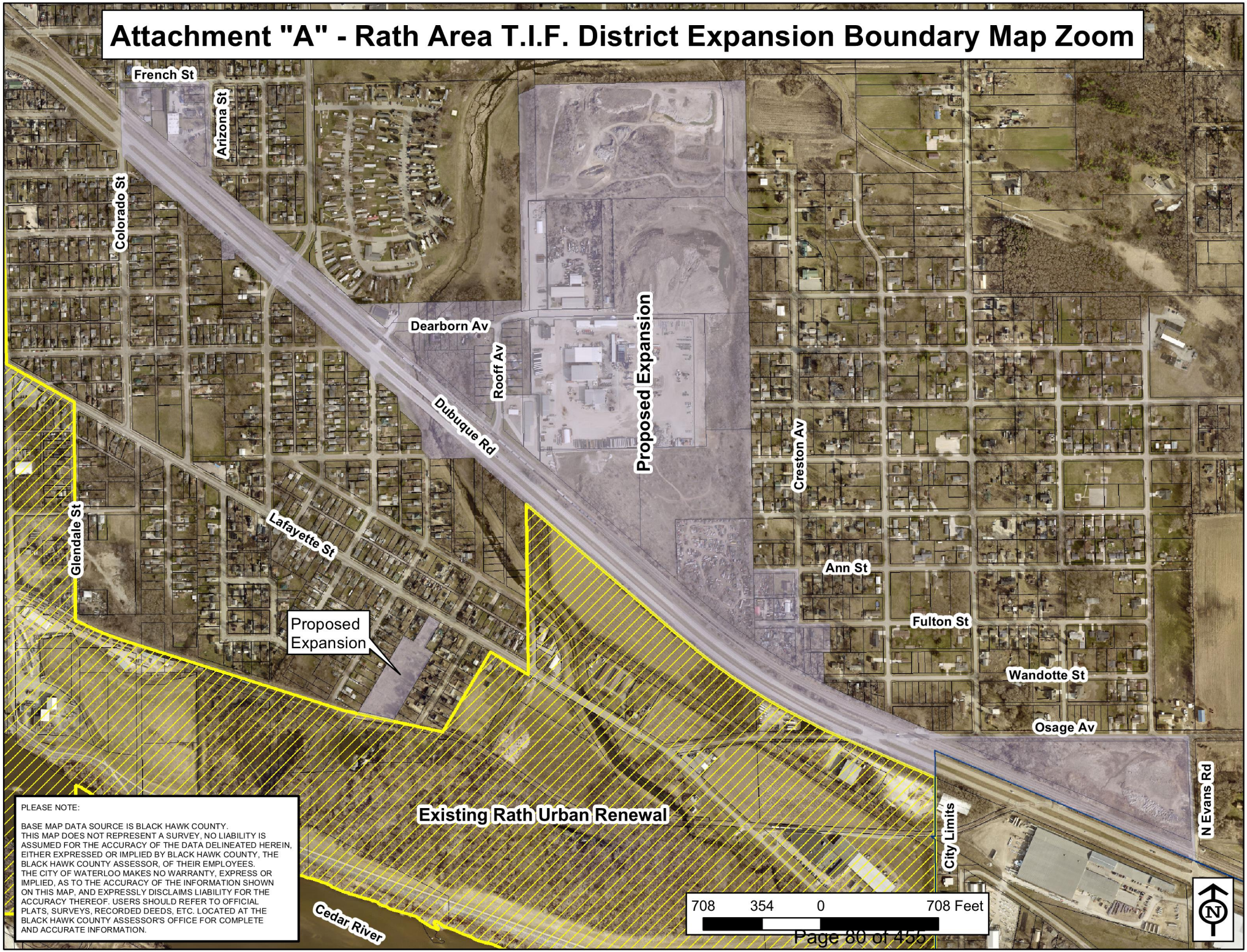
City of Waterloo
Black Hawk County, Iowa

Study of Bonding Capacity as of January 1, 2019

January 1, 2019 Actual Gross Assessed Valuation	$4,043,161,870
Legal Bonding Rate	5%
Legal Bonding Limit	$ 202,158,094
Less Outstanding G.O. & Other Debt	($ 114,700,920)
Unused Gross bonding Capacity	$ 87,457,174
56.74% of legal limit	

	Project Proposals			Budgets
1)	Acquisition			$6,000,000
2)	Demolition			$6,000,000
3)	Site Improvements			$1,500,000
4)	Remediation			$2,500,000
5)	Legal fees, consulting fees, and related expenses associated with administration and operation of the Urban Renewal Area			$1,000,000
6)	Housing Rehabilitation			$1,000,000
7)	Crystal II Tax Rebates			$176,252
8)	Rath Admin rebates			$1,500,000
9)	Powers Manufacturing rebates			$60,000
10)	A&K Ventures - Kent Orchard; rebates/land grant			$30,000
11)	3 Little Lambs - Black Hawk & 17th; land grant			$40,000
12)	TNT - Black hawk & 18th; land grant			$36,400
13)	SJ Construction - Sycamore street; land grant			$28,000
14)	Buckets Inc. / Secor; land grant			$108,600
15)	Crystal 2018 project Rebates			$1,300,000
16)	Crystal 2020 project	Acquisitions	$3,200,000	
		Rebates	$3,600,000	
		Demolition	$3,300,000	
		Total		$10,100,000
17)	Former Pierce Auto	Acquisitions	$20,000	
	1500 Commercial	Demolition	$50,000	
		Env. Review	$20,000	
		Total		$90,000
18)	3 Little Lambs	Acquisitions	$1,000	
	(1800 Block Black Hawk)	Demolition	$100,000	
		Total		$101,000
19)	5 Bees	Land grant	$150,000	
	1813 Black Hawk and adj.			
		Total		$150,000
20)	3 Stooges	Acq/Land grant	$96,000	
	325 W 13th			
		Total		$96,000
21)	South Front Network	Land	$25,000	
	1400 blk Commercial	Realtor	$6,000	
		Demolition	$40,000	
		Total		$71,000
22)	Alstadt Langlas	Acquisitions	$50,000	
	54 Lane St	Demolition	$350,000	
		Total		$400,000
23)	A-Line Warehouse	Acquisitions	$300,000	
	Rooff Ave	Rebates	$200,000	
		Total		$500,000
24)	Former Lister Concrete	Acquisitions	$300,000	
	2116 Commercial St	Rebates	$200,000	
		Total		$500,000
25)				$0
	Total			**$33,287,252**

Attachment "A" - Rath Area T.I.F. District Expansion Boundary Map Zoom



PLEASE 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, OF 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 preliminary plans, specifications, form of contract, etc., setting date of bid opening as November 10, 2022 and date of public hearing as November 21, 2022, in conjunction with the 2022-2023 Residential/Miscellaneous Areas Snow Removal Contract for city owned lots generally acquired through Iowa Code 657A, and instruct the City Clerk to publish notice.

City Council Meeting: 11/7/2022
Prepared: 10/26/2022

ATTACHMENTS:

	Description	Type
🗋	2022-2023 Planning and Zoning Snow Removal RFB	Backup Material
🗋	2022-2023 Planning and Zoning Snow removal RFB Published Notice	Backup Material

SUBJECT:	Resolution approving preliminary plans, specifications, form of contract, etc., setting date of bid opening as November 10, 2022 and date of public hearing as November 21, 2022, in conjunction with the 2022-2023 Residential/Miscellaneous Areas Snow Removal Contract for city owned lots generally acquired through Iowa Code 657A, and instruct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson,Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The City of Waterloo through its Dilapidated Housing Task force has acquired properties over the last several years using Iowa Code 657A. A majority of the properties where demolished, with some being sold with development agreement and rehabilitated, and some still awaiting to be demolished. Lots owned by the City of Waterloo must be maintained, including snow removal. This bid will select a snow removal contractor for the lots. There are approximately 184 lots with sidewalk that require snow removal.
Neighborhood Impact:	The request will have a positive impact on neighborhoods by ensuring City owned lots with sidewalks are cleared of snow during snow events this winter.
Data/Analysis and Strategies:	Property Maintenance
Implementation, Accountability, and Communication:	Nuisance abatement
Expenditure Required/Source of Funds:	Unknown/Nuisance abatement bonds. Last year's contract had a cost of $25.48 per property per occurrence.

CITY OF WATERLOO, IOWA

Request for Bid

2022-2023 RESIDENTIAL/MISCELLANEOUS AREAS SNOW REMOVAL CONTRACT

November 2022

City of Waterloo, Iowa

Prepared by the City of Waterloo Planning and Zoning Department

SECTION I – INSTRUCTION TO BIDDERS

1.0 EXPLANATION TO BIDDERS

Any explanation desired by a bidder regarding the meaning or interpretation of the Request for Bid must be requested in writing via email, letter, or fax, and with sufficient time allowed for a reply to reach all bidders before submission of their bids. Any interpretation or changes made to the RFB will be in the form of an addendum of the Request for Bid and will be furnished to all prospective bidders. All prospective bidders will receive email notifications of any addendums by the Project Manager. All bidders must acknowledge in the space provided on the Bid Form acknowledgement of such addendums received by the Project Manager prior to the 1:00 p.m. bid deadline set for the opening of bids. **Oral explanations or instructions given before the award of the contract will not be accepted.**

1.1 PROPOSALS SUBMITTED

All bids must be submitted on forms supplied by the Planning and Zoning Department. Before submitting a bid, each bidder shall carefully read the specifications and all other contract documents. 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.

Submit sealed bid to (address exactly as stated):
SEALED RFB FOR 2022-2023 RESIDENTIAL/MISCELLANIOUS AREAS SNOW REMOVAL CONTRACT
City Hall
City Clerk's Office
715 Mulberry Street
Waterloo, IA 50703

Bids should be mailed, overnight delivery, or in-person delivery (no electronic or fax submittals).

1.2 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 the State of Iowa, a certified share draft drawn on a Credit Union in Iowa chartered under the laws of the United States or the State of Iowa, or a bid bond payable to the City of Waterloo, Iowa, in the sum of **Fifteen Hundred Dollars ($1,500.00)**, which certified check, certified share draft, or bid bond will be held as security that the Bidder will enter into a Contract for the snow removal work and will furnish the required certificate(s) of insurance, and in case the successful bidder shall fail or refuse to enter into the Contract, the bid security may be retained by said City as agreed liquidated damages. If a 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.

1.3 LATE BIDS AND MODIFICATIONS OR WITHDRAWALS

Bids and modifications or withdrawals thereof received at the office designated in the Request for Bid and Notice of Public Hearing and Notice to Bidders after the exact time set for closing of bids (Thursday, November 10, 2022, at 1:00 p.m.) 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 request received from bidders prior to the time set for closing of bids.

1.4 PUBLIC OPENING OF BIDS

Bids will be publicly opened at the specified time and place for opening in the Request for Bid and Notice of Public Hearing and 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.

1.5 EMPLOYMENT AND BUSINESS OPPORTUNITY

To the greatest extent feasible, suppliers, subcontractors, and low income workers owning businesses or living in the

Waterloo area must be given priority in supplying materials, bidding for subcontract work, or applying for employment by the contractor on this project. Opportunities for training and for employment arising in connection with this project, shall to the greatest extent feasible be made available to lower income persons residing in the project area. The project 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.

1.6 STATEMENT OF BIDDER'S QUALIFICATIONS

Each Bidder shall, upon request of the Planning and Zoning Department, 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 Planning and Zoning Department 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 Planning and Zoning Department 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 Planning and Zoning Department that the Bidder is qualified to carry out properly the terms of the Contract.

1.7 EXECUTION OF AGREEMENT 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. 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 Contract Documents. 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 same amounts for approval before each commences work. The contractor shall carry or require that there be Worker's Compensation insurance for all its employees and those of its subcontractors engaged in work at the site, in accordance with State Worker's Compensation Laws.

C. The failure of the successful bidder to execute such agreement and to supply the required certificate(s) 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 of Waterloo for a refund.

SECTION II – GENERAL CONDITIONS

2.0 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.

Contractor - means the person, firm or corporation entering into the Contract with the City of Waterloo, to maintain properties as described in the Specifications provided.

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 when required).

Owner or Local Public Agency (LPA) - means the Planning and Zoning Department of the City of Waterloo.

Project Manager - means the City's representative from the Planning and Zoning Department,
Aric Schroeder, City Planner/Project Manager.
Email address: aric.schroeder@waterloo-ia.org
Phone: 319-291-4366

2.1 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 Planning and Zoning Department/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 information before proceeding with the work and be held responsible for any error resulting from failure to do so.

2.2 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 Planning and Zoning Department/City of Waterloo. The Contractor shall not commit or permit any act in which will interfere with the performance of work by any other Contractor as scheduled.

2.3 FITTING AND CORRDINATION 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.

2.4 CARE OF WORK

The Contractor shall be responsible for all damages to person or property that occur as 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 Planning and Zoning Department.

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.

2.5 OTHER 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.

Contractor shall not disturb (damage) 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 City or the Owner.

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

2.6 PERMITS AND CODES

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

2.7 LIABILITY INSURANCE

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 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:

Coverages	Minimum Limits of Liability
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

SECTION III – SPECIAL TERMS AND CONDITIONS AND SERVICE REQUIREMENTS

3.0 TERM OF CONTRACT

The initial term of the Contract shall be for five (5) months, anticipated to be from November 21, 2022 to April 21, 2023. A Contract, approved by the City Council and signed by the mayor, shall become the document that authorizes the Contract to begin, assuming the insurance and bond requirements have been met. Each section contained herein, any addenda, and the response (Bid) from the successful bidder, and all exhibits to the RFB shall also be incorporated by reference into the resulting Contract. No price escalation will be allowed during the initial term of the Contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide documentation on the requested increase. The City reserves the right to accept or reject price increases, to negotiate more favorable terms, or to terminate (or allow to expire) without cost, the future performance of the Contract.

3.1 TERMS OF PAYMENT

Payment to the Contractor for services performed shall be paid on a monthly basis. Payments shall be based on the actual number of snow events 1" or more removed from properties that snow removal occurred during the previous month. **A detailed bill of completed snow removal work must be received and approved by the Planning and Zoning Department located at 715 Mulberry St., Waterloo, Iowa before payments will be made.**

The billing shall include:

- Property addresses and/or description of where work was performed
- Number of times sidewalks were cleared at each property each month
- When salt/sand is used the following shall be provided:
    - Pounds/tons used including rate per Tons/pounds
    - Property address(s) or general description(s) of where it was used
    - Number of applications applied per month

3.2 SCOPE OF WORK

The Contractor shall provide all labor, equipment and material necessary for snow removal and application of sand/ice melt for **approximately 184 Residential and miscellaneous lots/areas** in accordance with bid specifications. See attached Exhibit "C" for the current list of properties. Assigned areas shall have snow removed each time there is a snow event of at least 1 inch, which shall be completed within 48 hours from the end of the snow event. The bid specs require that the full width of the sidewalk be cleared along the full width of each property (lot) down to the pavement. A good-faith attempt will need to be made to clear down to the pavement. In the event that it is impossible, because of ice or other

hazard, then sand or other abrasive material, (such as Ice Melt or another approved product) may be used so pedestrian traffic is safe. Only use sand/ice melt in amounts to make pedestrian traffic safe. Do not coat sidewalk with a large amount of sand. All work must comply with the City of Waterloo Codes & Ordinances or contractor shall return to the property and make the necessary correction **without** additional costs to the City. **All bidders should know that the list of properties fluctuates as the city is continually acquiring and selling properties.** Contractor or their designee must be reachable by phone Monday through Friday 8:00 a.m. to 5:00 p.m. during the term of the Contract.

3.3 SITE CLEAN-UP

Prior to each snow removal the Contractor shall remove all trash and debris including paper, branches, rocks, and other portable objects. All trash and debris shall be legally disposed of, off site, at no additional expense to the City. Additionally, the contractor shall be responsible for cleaning up and repairing all damage created by snowplow & snow removal operations. This includes adding soil and seeding damaged areas as needed.

3.4 DAMAGE PROTECTION

The Contractor shall avoid damage to existing sidewalks, streets, curbs, pavements, structures, signs, mailboxes, fences, benches, utilities, and other fixtures. Any damage caused by the Contractor shall be completely repaired at no additional cost to the City. At no time shall any snow removal equipment come in contact with any privately owned tree or shrub during snow removal. Any tree or shrub damaged by the Contractor shall be replaced at the direction of the Planning and Zoning Department with no additional cost to the City. The Contractor shall avoid damage to turf grass and underlying soil and grade. Any rutting and related turf loss and erosion damage shall be promptly remedied by the Contractor to the satisfaction of the Planning and Zoning Department with no additional cost to the City.

The Contractor shall take all necessary precautions to protect pedestrians and motorists from personal injury and property damage. All equipment safety guards shall remain intact and serviceable. The Contractor shall carry liability insurance as detailed in the GENERAL CONDITIONS to cover any damage claims.

3.5 REQUIRED EQUIPMENT

The Contractor shall provide a complete inventory of sufficient and proper equipment to perform all work in a safe and timely manner. Equipment listed on the Bid Form will be verified by the Planning and Zoning Department to determine whether it is adequate for this snow removal contract. A portfolio of existing or past contracts with letters of recommendations would be helpful in verifying the bidder's qualifications.

Types of snow removal equipment required for this contract:

Walk-behind snow blowers
Riding snow blowers
Pick-up truck and/or tractor with snow blade
Salt & sand applicator
Shovels

SECTION IV – GENERAL TERMS AND CONDITIONS

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. **COLLUSIVE PROPOSAL** – The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same Contract, without prior knowledge of competitive prices, and it is,

in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.

5. **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.

6. **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.

7. **HOLD HARMLESS AGREEMENT** – Except as to any negligence of City, its officials, officers, employees or agents, in the performance of any duty under this Contract, and to the extent not covered by insurance maintained by Contractor, 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.

8. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** – The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bid where it is deemed advisable in protection of the best interests of the City.

9. **PROPOSAL CURRENTY/LANGUAGE** – All bid prices shall be shown in US Dollars ($). All prices must remain firm for the duration of the Contract regardless of the exchange rate. All bids (responses) must be submitted in English.

10. **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.

11. **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.

12. **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.

13. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the City.

14. **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.

15. **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.

16. **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.

17. **EQUAL OPPORTUNITY** – The successful firm agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of age, race, color, religion, sex, sexual orientation, gender identity, marital status, national origin, citizenship status, disability, or veteran status.

18. **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.

19. **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"
SIGNATURE PAGE
2022-2023 Residential/Miscellaneous Areas Snow Removal Contract

BID FORM

BIDDER: _____
COMPANY NAME

Project
Manager: _____
PROJECT MANAGER NAME

ADDRESS: _____

_____

PHONE: (_____) _____

1. The undersigned, being a Corporation existing under the laws of the State of _____, or a limited liability company existing under the laws of the State of _____, or 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, 715 Mulberry Street, Waterloo, Iowa, and the Planning and Zoning Department, 715 Mulberry Street, 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 SNOW REMOVAL, in accordance with the contract documents and for the unit price in place for the following amount:

Bid Price: Price per Lot/Area per occurrence for <u>approximately</u> 184 Properties

_____dollars ($ _____)
Written Price Per Lot/Occurrence:

2. It is understood that the quantities set forth are approximate only and subject to variation and that the unit price for the work done shall govern the actual payment to the Contractor.

3. In submitting this bid, the Bidder understands that the City reserves the right to reject any or all bids and to award one or more contracts for a single Option, all Options together, or any combination of Options. 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 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.

4. Security in the sum of _____ dollars ($_____)
in the form of _____, is submitted herewith in accordance with NOTICE TO BIDDERS.

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 Affirmative Action Plan or update and an Equal Opportunity Clause, 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 Contractor shall provide a complete inventory of sufficient and proper equipment to perform all work in a safe and timely manner. **Equipment list may be submitted as a separate attachment**.

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

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

SIGNED: _____ DATE: ____/____/____
Name and Title

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

EXHIBIT "B"

2022-2023 Residential/Miscellaneous Areas Snow Removal Contract

This Contract for Snow removal (the "Contract") is made and entered into on November 21, 2022, by and between the City of Waterloo, Iowa (the "City"), and _____(the "Contractor"). The term of the Contract shall be from November 21, 2022 through April 21, 2023.

1. The Contractor shall furnish all supervision, technical personnel, labor, materials, supplies and equipment to perform all work required for the Contract work as described in the Specifications.

2. The Contract Documents shall consist of the following:

    a) This Contract
    b) Request for Bid
    c) Notice of Hearing and Notice to Bidders
    d) Signed Response (Bid) from Contractor

These documents form the Contract Documents and are all fully incorporated as a part of this Contract as if attached to this Contract or set forth in full herein. In the event of any conflict or ambiguity among the Contract Documents, the document in the order set forth above that first addresses the issue or provision in question shall govern.

3. The Contractor agrees to commence the work within twenty-four (24) hours after the City issues a "Notice to Proceed" and to complete the work within the given time frame. Time is of the essence in the performance of duties under this Contract. The Contractor also agrees to the following:

    a) Contractors will abide by ordinance section 7-1-2(B)(1). Contractors will not be permitted to transfer snow onto or across any city street or alley. In the event snow is transferred into the street, it shall be removed by the Contractor.
    b) In the event the Planning and Zoning Department finds that the Contractor did not fulfill its obligation, the Contractor will be required to go back to the property at no additional cost to the City.
    c) During snow removal the sidewalks will be cleared the width of the sidewalk and to the concrete unless ice prevents such removal. In the event the ice is unable to be removed the Contractor will be required to lay down sand, salt, or a mixture of both.

4. The Contractor agrees to comply with and obey all ordinances of the City of Waterloo relating to the obstruction of streets and alleys, keeping open passageways for water and traffic, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness.

5. Except as to any negligence of City, its officials, officers, employees or agents in the performance of any duty under this Contract, and to the extent not covered by insurance maintained by Contractor, Contractor agrees to defend and indemnify City, its officials, officers, employees and agents, and to hold same harmless, from and against any and all claims, demands, causes of action, losses, costs, or liabilities whatsoever, including but not limited to reasonable attorneys' fees and expenses, arising from or in connection with the acts or omissions of Contractor in performing the work contemplated by this Contract. This will include but is not limited to actions or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operation under this Contract, whether by itself or by any subcontractor or anyone directly or indirectly employed by any of them. Contractor is not and shall not be deemed an agent or employee of the City.

6. Contractor shall be responsible for all damage to public or private property. If public or private property is damaged by Contractor and is not repaired in a timely manner as determined by City, City has the option of having the damage repaired at the Contractor's expense, to be reimbursed to the City or withheld from future payments to Contractor hereunder.

7. The Contractor shall have no cause of action against the City on account of delays and prosecution of work, but the work is delayed by the City, the Contractor may have extra time for the completion of the job as was lost by reason of the delay caused by the City.

8. The City, at its sole discretion and without waiving any claims or rights, may allow for partial payment for the work included on an invoice for which all services have been delivered or accepted. The City may withhold payment for reasons including, but not limited to, the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the Contract, third-party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause.

9. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor, then City may declare that Contractor is in default hereunder and may terminate this Contract by delivery to Contractor of written notice of termination, and/or take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder. Contractor shall be entitled to only one such notice, and in connection with any subsequent breach then City may terminate this Contract upon seven (7) days' advance written notice. In the event of termination, the Contractor shall be compensated for all necessary services performed through the termination date. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

10. In addition to paragraph 9 above, this Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. City may also choose to terminate this Contract at any time without cause by delivering to Contractor twenty-one (21) days' advance written notice of termination.

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

12. **Because time is of great importance when completing snow removal, the Contractor must notify the City of Waterloo at least two (2) weeks in advance including who will be filling in for them for any planned time off.**

13. Any notice under this Contract shall be in writing and shall be delivered in person or by United States Post Office registered or certified mail, postage prepaid and addressed:

City	Contractor
City of Waterloo, Iowa 715 Mulberry St. Waterloo, Iowa 50703 Attn: Planning Department	

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 as stated above.

14. Nothing in this Contract 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.

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

16. In the event any provision of this Contract is held invalid, illegal, or unenforceable, whether in whole or in part, the remaining provisions of this Contract 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 Contract 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.

17. This Contract, together with the Contract Documents, constitutes the entire agreement between the parties pertaining to the subject matter hereof. This Contract may not be modified or amended except by the mutual written agreement of the parties.

18. In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations and conditions hereof, or contained in the various instruments made a part of this Contract by reference, and upon completion and acceptance of the work, the City agrees to pay the Contractor as set forth on Exhibit "A" attached hereto.

19. CONTRACTOR OR THEIR DESIGNEE MUST BE REACHABLE BY PHONE MONDAY THROUGH FRIDAY 8:00 A.M. TO 5:00 P.M. during the term of this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract for Snow Removal by their duly authorized representatives as of the date first set forth above.

CITY OF WATERLOO, IOWA	CONTRACTOR
By: _____	_____
Quentin Hart - Mayor	Authorized Representative

Attest: _____
Kelly Felchle -City Clerk

STATEMENT OF BIDDER'S QUALIFICATIONS
(To be submitted by the Bidder only upon request of the City of Waterloo, Iowa.)

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 landscape 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 expires _____, 20_____.

NOTICE OF PUBLIC HEARING AND NOTICE TO BIDDERS

On Proposed Plans, Specifications, Form of Contract, for 2022-2023 Residential/Miscellaneous Areas Snow Removal Contract

General Description

The City of Waterloo has approximately 184 residential/miscellaneous properties with public sidewalk that requires periodic snow removal. Annually, the city sends out Requests for Bid for snow removal of the sidewalk of city owned residential lots and miscellaneous areas. The bidder shall bid per unit price (per lot/per occurrence price) for all city owned properties. **All bidders should know that the list of properties fluctuates as the city is continually acquiring and selling properties.**

SCOPE OF WORK

The Contractor shall provide all labor, equipment and material necessary for snow removal and application of sand/ice melt for approximately 184 residential lots and miscellaneous areas in accordance with the bid specifications. Assigned areas shall have snow removed each time there is a snow event of at least 1 inch, which shall be completed within 48 hours from the end of the snow event. The bid specs require that the full width of the sidewalk be cleared along the full width of each property (lot) down to the pavement. A good-faith attempt will need to be made to clear down to the pavement. In the event that it is impossible, because of ice or other hazard, then sand or other abrasive material, (such as Ice Melt, sand or another approved product) may be used so pedestrian traffic is safe.

RECEIVING OF BIDS

Sealed bids will be received by the City Clerk of the City of Waterloo, Iowa, at her office in City Hall, 715 Mulberry Street, Waterloo, Iowa, no later than **1:00 p.m., Thursday, November 10, 2022,** for the **2022-2023 Residential/Miscellaneous Areas Snow Removal Contract,** as described in the plans and specifications now on file in the City Clerk's office.

OPENING OF BIDS

All proposals received will be opened in the Harold E. Getty Council Chambers in the City of Waterloo City Hall, 715 Mulberry Street, Waterloo, Iowa, on **Thursday, November 10, 2022, at 1:00 p.m**. After the opening of bids the proposals will be referred to the Planning and Zoning Department for recommendation of award, and will be acted upon at such later time and place as may then be fixed by the City Council. The bid opening will be livestreamed on YouTube and made available on the city website.

PUBLIC HEARING

Notice is hereby given that the Waterloo City Council will conduct a public hearing on the proposed plans, specifications and form of contract for the **2022-2023 Residential/Miscellaneous Areas Snow Removal Contract** at the City Council Meeting, **Monday November 21, 2022 at 5:30 p.m.** The hearing will be held in the City Council Chambers on the second floor of Waterloo City Hall. The contract documents are on file on the first floor in the City Clerk's office, City Hall, 715 Mulberry Street, 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.

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 the State of Iowa, a certified share draft drawn on a Credit Union in Iowa chartered under the laws of the United States or the State of Iowa, or a bid bond payable to the City of Waterloo, Iowa, in the sum of **Fifteen Hundred Dollars ($1,500.00)**, which certified check, certified share draft, or bid bond will be held as security that the Bidder will enter into a Contract for the snow removal work and will furnish the required certificate(s) of insurance, and in case the successful bidder shall fail or refuse to enter into the Contract, the bid security may be retained by said City as agreed liquidated damages. If a 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 one contract to the lowest responsible Bidder whose bid conforms to the Specifications listed in the Request for Bid and is most advantageous to the City, and the Planning and Zoning Department price and other factors

considered. The City reserves the right to award a contract for any single Option, any combination of Options, or all Options together. 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 the Planning and Zoning Department 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.

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.

Published pursuant to the provisions of Chapter 26 of the City Code of Iowa and upon order of the City Council of said City of Waterloo, Iowa, on the _____ day of _____, 2022.

Kelley Felchle, City Clerk
City of Waterloo, Iowa,

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as November 21, 2022 to approve the request by Cedric Culp to vacate, sell and convey 1,960 square feet of city owned alley right-of-way, located South of 500 Ricker Street ,to Cedric Culp in the amount of $823.20, and instruct the City Clerk to publish notice.

City Council Meeting: 11/7/2022
Prepared: 8/12/2021

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:

Resolution setting date of public hearing as November 21, 2022 to approve the request by Cedric Culp to vacate, sell and convey 1,960 square feet of city owned alley right-of-way, located South of 500 Ricker Street ,to Cedric Culp in the amount of $823.20, and instruct the City Clerk to publish notice.

Submitted by:

Submitted By: Noel Anderson, Community Planning and Development Director

Recommended Action:

Approval

Summary Statement:

The applicant is requesting to vacate 1,960 square feet of City owned alley right-of-way located south of 500 Ricker Street.

The request to vacate would not appear to have a negative impact on vehicular or pedestrian traffic in the area as the area to be vacated appears to have minimal use as city right-of-way.

The Planning and Zoning Commission unanimously recommended approval of the vacate request at their regular meeting on October 11, 2022.

Therefore, staff recommends the request by Cedric Culp to vacate city-owned alley right-of-way in the "R-2" One and Two Family Residence District located south of 500 Ricker Street, be approved for the following reasons:

1. The request to vacate would not appear to have a negative impact on the surrounding area.
2. The request to vacate would not appear to have a negative impact on vehicular or pedestrian traffic conditions in the area.

And subject to the following conditions:

1. That a utility easement be retained over the vacate area.

The site is zoned “R-2” One and Two Family Residence District and has been zoned as such since the adoption of the Zoning Ordinance in 1969. Neighboring land uses and zoning:

North – Residences zoned “R-2” One and Two Family Residence District

Neighborhood Impact:	**South** – Vacant Land and Residences zoned "R-2" One and Two Family Residence District **East** – Residences zoned "R-2" One and Two Family Residence District. **West** – Residences zoned "R-2" One and Two Family Residence District No portion of the vacate area is located within a floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0188F, dated July 18, 2011.
Data/Analysis and Strategies:	Disposal of City Property.
Community Engagement Methods:	Published notice
Expenditure Required/Source of Funds:	None
Legal Descriptions:	That portion of the fourteen (14) foot wide platted alley in Block 1 of Peeks Second Addition lying East of a line drawn between the Southwest corner of Lot 15 of said Block 1 and the Northwest corner of Lot 15 of said Block 1, and lying West of a Northerly extension of the East line of Lot 15 of said Block 1, City of Waterloo, Black Hawk County, Iowa, subject to the retention of a utility easement over, under and upon the above described area.

REQUEST:	Request by Cedric Culp to vacate city-owned alley right-of-way in the “R-2” One and Two Family Residence District located south of 500 Ricker Street.
APPLICANT(S):	Cedric Culp, 500 Ricker Street, Waterloo, Iowa 50703
GENERAL DESCRIPTION:	Request by the Cedric Culp to vacate 1,960 square feet of alley.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request to vacate would not appear to have a negative impact on the surrounding neighborhood.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request to vacate would not appear to have a negative impact on vehicular traffic in the area as the area to be vacated appears to have minimal use as city right-of-way.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN and COMPLETE STREETS POLICY.	There are sidewalks along both sides of Ricker Street and Peek Street. There are no sidewalks along N. Barclay Street. There are no trails in the nearby vicinity.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The site is zoned “R-2” One and Two Family Residence District and has been zoned as such since the adoption of the Zoning Ordinance in 1969. Neighboring land uses and zoning: **North** – Residences zoned “R-2” One and Two Family Residence District **South** – Vacant Land and Residences zoned “R-2” One and Two Family Residence District **East** – Residences zoned “R-2” One and Two Family Residence District. **West** – Residences zoned “R-2” One and Two Family Residence District
BUFFERS REQUIRED/ NEEDED:	The request would not require any buffering by ordinance standards.
DRAINAGE:	The proposed vacate would not appear to have a negative impact on drainage.
DEVELOPMENT HISTORY:	The area is composed of single-family residences primarily built in the early 1900’s.
FLOODPLAIN:	No portion of the vacate area is located within a floodplain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0188F, dated July 18, 2011.
PUBLIC /OPEN	Highland Elementary School is located approximately 1.62 miles to the southeast, George Washington Carver Academy

SPACES/ SCHOOLS:	is located 0.80 miles to the northwest, and East High School is 0.82 miles to the south. Sullivan Memorial Park is located approximately 0.40 miles to the southwest.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC.	An 8” Sanitary Sewer is located under Ricker Street and a storm sewer is also located under Ricker Street. There are power lines located along the east side of N. Barclay Street and along the south side of the alley to be vacated. And an easement would need to be retained over the vacate area.
RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:	The Future Land Use Map designates this area as Low Density Residential. The request would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to vacate an approximately 2,100 square feet alley located south of 500 Ricker, 506 Ricker and 512 Ricker Street. There are no other known utilities in the vacate area other than the overhead electric, but an easement would need to be retained for the overhead line. The alley will not be closed off completely, as there is a point of access along Peek Street and another point of access along N Barclay Street south of the vacate area.



Picture 1: Looking south toward 500 Ricker.



Picture 2: Looking east along existing alley with 500 Ricker to the left.



Picture 3: Looking east along the alley branch to the south.



Picture 4: Looking north toward the alley to be vacated. Paper alley is to the right along the fence line.



Picture 5: Looking north toward 500 Ricker with alley to the south of the fence line.



Picture 6: Looking west from Peek Street.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:

There is no platting in relation to this request.

TECHNICAL REVIEW COMMITTEE

There were no comments from Tech Review.

STAFF RECOMMENDATION:

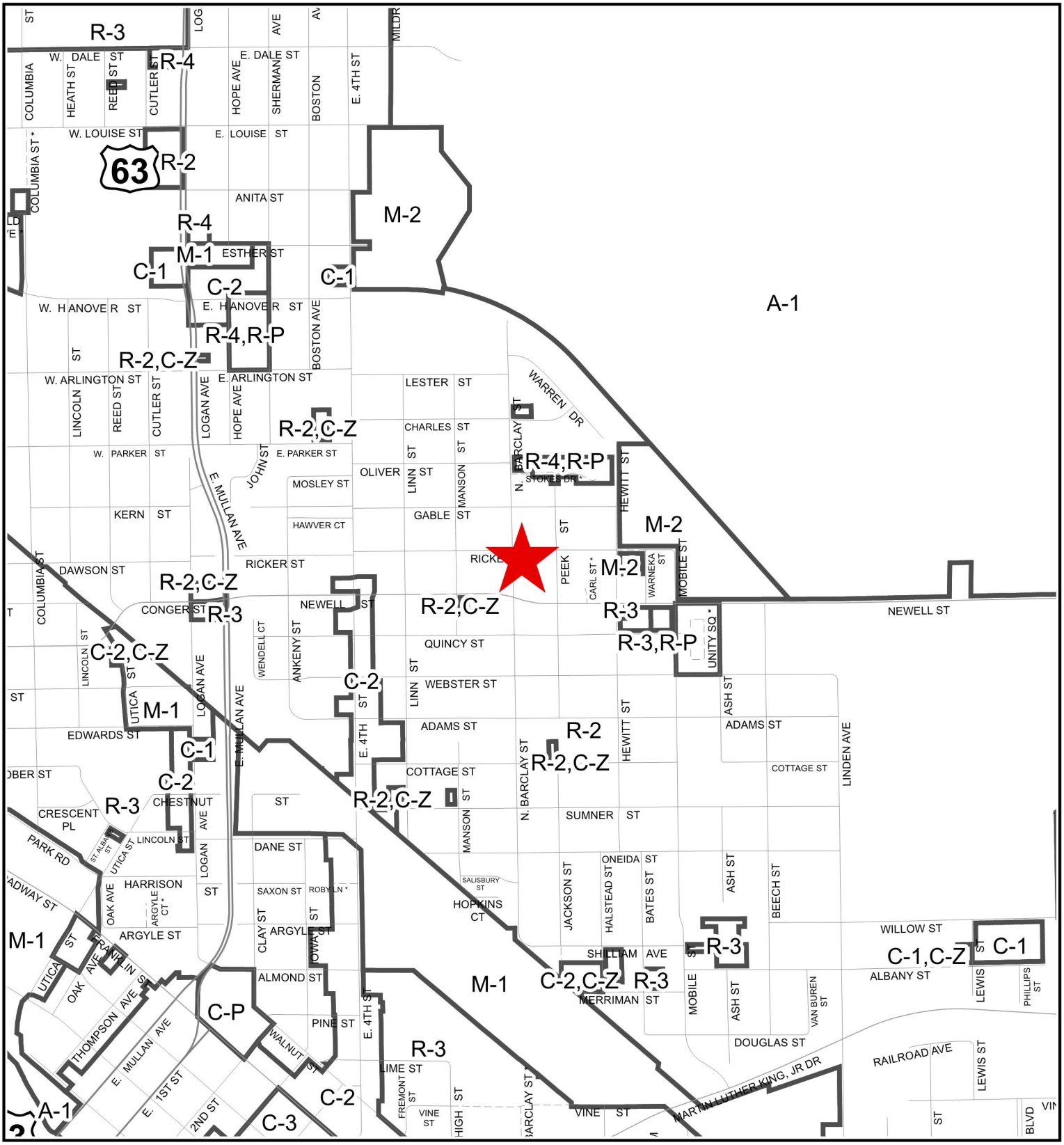
Therefore, staff recommends the request to vacate city-owned alley right-of-way in the “R-2” One and Two Family Residence District located south of 500 Ricker Street, be approved for the following reasons:

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

And subject to the following condition(s):

1. That a utility easement be retained over the vacate area.

City of Waterloo Planning, Programming and Zoning Commission
September 26, 2022







South of 500 Ricker
Alley Vacate
Cedric Culp

City of Waterloo Planning, Programming and Zoning Commission
September 26, 2022



N
W E
S

Waterloo Iowa

500 Ricker Street
Alley Vacate
Cedric Culp

50 25 0 50 Feet

INTENT TO VACATE

City of Waterloo
Planning and Zoning
715 Mulberry Street
Waterloo, IA 50703

We the undersigned, as adjoining property owners of right-of-way requested to be vacated and generally described as (address or general location): 500 Ricker St, waive any further right to receive mailed notice of the public hearing and have no objection to the right-of-way being vacated and have been offered the opportunity to buy a portion of the right of way.

We wish to make the following known (check which applies):

____ We/I wish to purchase from the City the one-half of the right-of-way that adjoins our/my property (sign and date below and complete items 1-3).

X We/I wish to purchase from the City the entire portion of the right-of-way that adjoins our/my property. This is contingent upon the property owner opposite ours/mine choosing not to purchase their/his or her half (sign and date below and complete items 1-3).

____ We/I do not wish to purchase from the City any portion of the right-of-way (sign and date below and leave items 1-3 blank).

Cedric Culp — 08-24-20
Signature of adjoining property owner — Date

500 Ricker St — 319-939-2207 — ced-Dog69@yahoo.com
Address — Phone — Email

1. **Offer Price** [Note: If the offer price meets the Sale of Property Policy (see attached) the request will not be required to be reviewed by the Building & Grounds Committee.]
   - Asking price (see attached Sale of Property Policy for how calculated): ~~$ 1646.40~~ $ 1646.40
   - Deductions
     - May decrease price by 50% for area located within an easement: $ 823.20
     - May decrease price for the City tax that will be collected on the land within 5 yrs (8 yrs inside of the CURA): _____
     - Costs (surveying & misc., demolition, remove of curbs, etc): _____

   Asking price – Deductions = Value of Property: $ 823.20

   Offer Price for <u>Portion of Alley You Intend to Purchase</u>: $ 823.20

2. **Transfer of Ownership**: In what name(s), company or corporation shall the property be assigned to? (Give special attention to spelling as these names will be verified and transposed as submitted onto the deed.) Cedric Culp

3. **Deed**: At the time of the buyer's final payment, the sellers shall convey the premises to the buyers by quitclaim deed. Please indicate the legal form you wish to be transferred in (i.e., as tenants-in-common, joint tenancy with full rights of survivorship, or as individual ownership.)
   as individual ownership

INTENT TO VACATE

City of Waterloo
Planning and Zoning
715 Mulberry Street
Waterloo, IA 50703

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____ We/I wish to purchase from the City the entire portion of the right-of-way that adjoins our/my property. This is contingent upon the property owner opposite ours/mine choosing not to purchase their/his or her half (sign and date below and complete items 1-3).

X We/I do not wish to purchase from the City any portion of the right-of-way (sign and date below and leave items 1-3 blank).

[redacted] 8/26/22
Signature of adjoining property owner Date

Santiago Matamoros 506 Ricker St (319)883-5118 N/A
Address Phone Email

1. **Offer Price** [Note: If the offer price meets the Sale of Property Policy (see attached) the request will not be required to be reviewed by the Building & Grounds Committee.]
   - Asking price (see attached Sale of Property Policy for how calculated): _____
   - Deductions
     - May decrease price by 50% for area located within an easement: _____
     - May decrease price for the City tax that will be collected on the land within 5 yrs (8 yrs inside of the CURA): _____
     - Costs (surveying & misc., demolition, remove of curbs, etc): _____

     Asking price – Deductions = Value of Property: _____

     Offer Price for <u>Portion of Alley You Intend to Purchase</u>: _____

2. **Transfer of Ownership**: In what name(s), company or corporation shall the property be assigned to? (Give special attention to spelling as these names will be verified and transposed as submitted onto the deed.)

   _____

3. **Deed**: At the time of the buyer's final payment, the sellers shall convey the premises to the buyers by quitclaim deed. Please indicate the legal form you wish to be transferred in (i.e., as tenants-in-common, joint tenancy with full rights of survivorship, or as individual ownership.)

   _____

INTENT TO VACATE

City of Waterloo
Planning and Zoning
715 Mulberry Street
Waterloo, IA 50703

We the undersigned, as adjoining property owners of right-of-way requested to be vacated and generally described as (address or general location): 500 Ricker St, waive any further right to receive mailed notice of the public hearing and have no objection to the right-of-way being vacated and have been offered the opportunity to buy a portion of the right of way.

We wish to make the following known (check which applies):

____ We/I wish to purchase from the City the one-half of the right-of-way that adjoins our/my property (sign and date below and complete items 1-3).

____ We/I wish to purchase from the City the entire portion of the right-of-way that adjoins our/my property. This is contingent upon the property owner opposite ours/mine choosing not to purchase their/his or her half (sign and date below and complete items 1-3).

X We/I do not wish to purchase from the City any portion of the right-of-way (sign and date below and leave items 1-3 blank).

Ricky Moser
Signature of adjoining property owner

Aug 25, 2022
Date

415 Peck St.
Address

319-883-8101
Phone

Email

1. **Offer Price** [Note: If the offer price meets the Sale of Property Policy (see attached) the request will not be required to be reviewed by the Building & Grounds Committee.]
   - Asking price (see attached Sale of Property Policy for how calculated): _____
   - Deductions
     - May decrease price by 50% for area located within an easement: _____
     - May decrease price for the City tax that will be collected on the land within 5 yrs (8 yrs inside of the CURA): _____
     - Costs (surveying & misc., demolition, remove of curbs, etc): _____

     Asking price – Deductions = Value of Property: _____

     Offer Price for <u>Portion of Alley You Intend to Purchase</u>: _____

2. **Transfer of Ownership**: In what name(s), company or corporation shall the property be assigned to? (Give special attention to spelling as these names will be verified and transposed as submitted onto the deed.)
   Ricky Moser

3. **Deed**: At the time of the buyer's final payment, the sellers shall convey the premises to the buyers by quitclaim deed. Please indicate the legal form you wish to be transferred in (i.e., as tenants-in-common, joint tenancy with full rights of survivorship, or as individual ownership.)

INTENT TO VACATE

City of Waterloo
Planning and Zoning
715 Mulberry Street
Waterloo, IA 50703

We the undersigned, as adjoining property owners of right-of-way requested to be vacated and generally described as (address or general location): Est 500 Ricker St, waive any further right to receive mailed notice of the public hearing and have no objection to the right-of-way being vacated and have been offered the opportunity to buy a portion of the right of way.

We wish to make the following known (check which applies):

____ We/I wish to purchase from the City the one-half of the right-of-way that adjoins our/my property (sign and date below and complete items 1-3).

____ We/I wish to purchase from the City the entire portion of the right-of-way that adjoins our/my property. This is contingent upon the property owner opposite ours/mine choosing not to purchase their/his or her half (sign and date below and complete items 1-3).

X We/I do not wish to purchase from the City any portion of the right-of-way (sign and date below and leave items 1-3 blank).

Sharon McGhee — 8/24/2022
Signature of adjoining property owner — Date

312 Ricker St. — 319-504-1203 — sharonmcghee3@gmail.com
Address — Phone — Email

1. **Offer Price** [Note: If the offer price meets the Sale of Property Policy (see attached) the request will not be required to be reviewed by the Building & Grounds Committee.]
   - Asking price (see attached Sale of Property Policy for how calculated): _____
   - Deductions
     - May decrease price by 50% for area located within an easement: _____
     - May decrease price for the City tax that will be collected on the land within 5 yrs (8 yrs inside of the CURA): _____
     - Costs (surveying & misc., demolition, remove of curbs, etc): _____

     Asking price – Deductions = Value of Property: _____

     Offer Price for <u>Portion of Alley You Intend to Purchase</u>: _____

2. **Transfer of Ownership**: In what name(s), company or corporation shall the property be assigned to? (Give special attention to spelling as these names will be verified and transposed as submitted onto the deed.)

   _____

3. **Deed**: At the time of the buyer's final payment, the sellers shall convey the premises to the buyers by quitclaim deed. Please indicate the legal form you wish to be transferred in (i.e., as tenants-in-common, joint tenancy with full rights of survivorship, or as individual ownership.)

   _____

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

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

Applicant: Cedric Culp Address: 500 Ricker St Phone No.: (319) 939-2207

Email:

General Description of Property to Vacated (i.e.- alley between A St. & B St., South of C St.):
South of 500 Ricker, 506 Ricker, 512 Ricker

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

1. **A non-refundable filing fee(s)** shall be made as follows (checks payable to City of Waterloo):
   - Right-of-way vacation – One Hundred Seventy Five Dollar ($175.00) Filing Fee
   - Easement or sidewalk vacation – Seventy Five Dollar ($75.00) Filing Fee
   - Encroachment – One Hundred Dollar ($100.00) Filling Fee
   - Sale of city-owned property not required to be vacated – No Fee
   - Any request not meeting the Sale of Property Policy – One Hundred Dollar ($100.00) Fee
2. **Offer Price***[Note: If the offer price meets the Sale of Property Policy (see attached) the request will not be required to be reviewed by the Building & Grounds Committee.]
   - Asking price (see attached Sale of Property Policy for how calculated): $ ~~6900.00~~ 1646.40
   - Deductions
     - May decrease price by 50% for area located within an easement: $ 823.20
     - May decrease price for the City tax that will be collected on the land within 5 yrs (8 yrs inside of the CURA): _____
     - Costs (surveying & misc., demolition, remove of curbs, etc): _____

   Asking price – Deductions = Value of Property: $ 823.20

   Offer Price for Entire Area: $ 823.20

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

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

   _____

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

Cedric Culp
Applicant

9/6/22
Date

*Not required for easement vacates sidewalk vacates or Encroachment Agreements

CITY OF WATERLOO

Council Communication

Resolution setting date of public hearing as November 21, 2022, to approve the Offer to Purchase Agreement with Kwik Trip, Inc., to sell approximately 1.37 acres of land located at 2122 West Ridgeway Avenue, behind the Kwik Star fuel blending facility, in the amount of $50,000.00, plus costs, and direct the City Clerk to publish notice.

City Council Meeting: 11/7/2022
Prepared: 10/26/2022

ATTACHMENTS:

Description	Type
Offer to Purchase	Backup Material

SUBJECT:	Resolution setting date of public hearing as November 21, 2022, to approve the Offer to Purchase Agreement with Kwik Trip, Inc., to sell approximately 1.37 acres of land located at 2122 West Ridgeway Avenue, behind the Kwik Star fuel blending facility, in the amount of $50,000.00, plus costs, and direct the City Clerk to publish notice.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve Resolution
Summary Statement:	The City of Waterloo worked with Kwik Trip, Inc for the location of the first fuel blending facility in the State of Iowa. The additional land will allow for expansion of the facility in the future.
Neighborhood Impact:	The acquisition of land is in rear of facility, so little to no impact to abutting neighbors, all of which are industrial businesses. The expansion of the facility will go through any required hearings as part of the zoning of M-2,P Planned Industrial District in future.
Data/Analysis and Strategies:	This is a good expansion area for the previous investment by Kwik Trip, Inc. and excellent use of City-owned land for industrial development.
Community Engagement Methods:	The investment by Kwik Trip, Inc. is a positive investment in the Waterloo community. Notice will be published and required notices for zoning approval would be mailed.
Expenditure Required/Source of Funds:	Up to $500 in closing costs for abstract work, plat of survey would be completed internally. Martin TIF cash or bonds.
Alternative:	Not approve
Legal Descriptions:	A portion of Brock Third Addition Lot 3, to be described by plat of survey, per section 5.7 in Offer to Purchase.

OFFER TO PURCHASE

Kwik Trip, Inc., a Wisconsin corporation, with offices located at 1626 Oak Street, La Crosse, Wisconsin 54603 or its assigns ("Buyer") offers to purchase from the City of Waterloo, an Iowa municipality, with offices located at 715 Mulberry Street, Waterloo, Iowa 50703 ("Seller") a portion of an unassigned parcel of property located at 2122 West Ridgeway Avenue, Waterloo, Iowa (a portion of Parcel No. 891332476017) as generally described and depicted on attached Exhibit A (the legal description of which shall be verified by an ALTA survey to be commissioned by Buyer), together with easements, access rights, and privileges appurtenant thereto, and rights, title and interest in and to any land lying in the bed of any adjoining road or alley ("Property"), on the following terms and conditions.

Earnest money of Five Thousand and 00/100 Dollars ($5,000.00) shall be tendered within ten (10) days from acceptance of this Offer. All earnest money paid shall be held in the trust account of Tri-County Abstract and Title Guaranty, 122 12th Avenue, St. Cloud, Minnesota 56303 ("Title Company") and shall be applied toward payment of the purchase price. If this Offer is not accepted on or before ~~September 30, 2022~~ NOVEMBER 30, 2022, this Offer shall become null and void.

Upon acceptance of this Offer by Seller and Buyer, this Offer shall constitute an agreement for the purchase and sale of the Property ("Agreement") on the following terms and conditions:

1. PURCHASE AND SALE OF PROPERTY.

1.1 Property. Seller will validly sell and deliver to Buyer, by general warranty deed, free and clear of all defects, liens and encumbrances, except for current taxes not yet delinquent, and Buyer will accept and acquire at Closing, the Property.

1.2 Purchase Price for Property.

(a) Amount and Payment. The purchase price for the Property shall be Fifty Thousand and 00/100 Dollars ($50,000.00) ("Purchase Price"), which shall be payable to the Title Company, less earnest money and other closing adjustments, at Closing via wire transfer.

(b) Closing Adjustments.

(i) Real estate taxes shall be prorated as of the Closing Date; and

(ii) All utility charges, if any, for the Property shall be metered as of the Closing Date and paid by Seller on or immediately after the Closing Date without the requirement of proration. Utility charges which cannot be so metered shall be prorated on the basis of the last period for which a statement is available.

1.3. Personal Property. There is no personal property included in the sale.

2. WARRANTIES OF SELLER. Seller warrants to Buyer and agrees that:

2.1 Compliance. Seller will comply with all applicable laws as may be required for the valid and effective transfer of the Property to Buyer.

2.2 Absence of Consents, Liabilities and Litigation. No consent or authorization is required for the consummation by Seller of the transactions contemplated hereby. There is no lease, agreement, mortgage, financing statement, security agreement or other instrument to which Seller is a party and by which the Property is subject or bound. There is no liability, order, judgment, stipulation, consent decree or obligation of any kind whatsoever to which the Property will be subject following consummation of the transactions contemplated hereby. There is no legal proceeding or investigation pending or threatened against Seller or the Property, which could materially and adversely affect it, nor has Seller committed any act which could give rise to any such legal proceeding or investigation.

2.3 Property.

(a) Title. Seller will have, as of the Closing Date, good and marketable title to and undisputed possession of the Property. Seller's title will be as of Closing Date free and clear of all defects, liens, and encumbrances not approved by Buyer in writing.

(b) Quantity. The Property consists of approximately 1.377 acres, all of which is located outside of adjacent streets.

(c) Condition. There are no underground storage tanks or wells located on the Property. There is no solid waste located on the Property.

2.4 Warranties True at Closing; Survival of Warranties. Each of the warranties of Seller set forth herein or in any exhibit or instrument delivered pursuant hereto shall be true and correct on the Closing Date as if made again on and as of the Closing Date, shall be effective regardless of any investigation that may have been or may be made by or on behalf of Buyer, and shall survive the Closing Date.

3. CLOSING DATE. Closing shall take place sixty (60) days after the Contingency Date (as hereinafter defined in Section 7.4), or at such other time as shall be mutually agreed upon. The date and event of closing are, respectively, herein referred to as "Closing Date" and "Closing". Closing shall be held via mail through the Title Company or such other place as shall be mutually agreed upon.

4. COVENANTS OF SELLER.

4.1 Conduct Pending Closing Date. Seller agrees to provide Buyer with full access to examine the Property.

4.2 Title Insurance. Within fifteen (15) days after acceptance of this Offer, Seller shall provide Buyer with updated abstract(s) of the Property ("Initial Updated Abstract"). Upon Buyer's receipt of the Initial Updated Abstract, Buyer shall obtain a commitment to issue an ALTA Form 2016 owner's title insurance policy in the amount of the Purchase Price ("Initial Title Commitment"). Within ten (10) days after the Plat of Survey (as hereinafter defined in Section 5.7) is recorded, Seller shall provide to Buyer a final updated abstract ("Final Updated Abstract") Upon Buyer's receipt of the Final Updated Abstract, Buyer shall obtain a further updated Title Commitment ("Final Title Commitment"). All expense incurred in obtaining the Initial Updated Abstract, Initial Title Commitment, Final Title Commitment and in paying the premium charge for the final title policy shall be paid by Buyer. All expense incurred in obtaining the Final Updated Abstract shall be paid by Seller. The Final Title Commitment shall show good and marketable title to the Property in Seller subject only to exceptions or encumbrances acceptable to Buyer. Should Buyer notify Seller in writing of any title matters (exceptions to title or exclusions from title) not acceptable to Buyer ("Title Defect"), Seller shall utilize its best efforts to correct such Title Defect(s). Seller shall have fifteen (15) days from delivery of Buyer's notice to have such Title Defect(s) removed from the Final Title Commitment and/or to have the Title Company commit to insure against any loss or damage which may arise or result from such Title Defect(s), and in such event, Closing shall be forty-five (45) days after delivery of Buyer's notice or the Closing Date, whichever is later. If Seller is unable to correct such Title Defect(s) within the appropriate fifteen (15) day period, Buyer may (i) terminate this Agreement by written notice to Seller, and in such event, receive a refund of its earnest money; or (ii) waive any defect in title, and in such event, proceed to closing the transaction contemplated by this Agreement.

4.3 Survey; Certification.

(a) Seller will provide Buyer with all surveys of the Property in its possession. Upon Buyer's receipt of the Initial Title Commitment (as defined in Section 4.2 herein), Buyer shall order an updated survey of the Property ("Survey"), and Seller agrees to cooperate with Buyer in obtaining the Survey. All expenses incurred in obtaining the Survey shall be paid by Buyer. The Survey shall be prepared in accordance with the Minimum Standard Detail Requirements for Land Title Surveys as adopted by the American Land Title Association and the National Society of Professional Surveyors effective February 23, 2021, and shall include a proper and complete legal description of such Property and shall show: (i) external boundaries of such Property and the length and direction of each dimension; (ii) access to and names of the nearest or adjacent public roads; (iii) the locations of all recorded easements; (iv) the locations of any flood plains; (v) the legal description and street address of such Property and the number of square feet within such property; (vi) setback requirements; (vii) physical encroachments onto such Property and from such Property onto adjacent property; (viii) the locations of monuments at corners; (ix) the locations of all improvements; (x) the locations of all utilities and if they have not been extended to the boundary of such Property, the nearest point from which they could be extended to such Property; (xi) the locations of all concrete pads, stand pipes, vent pipes and filler pipes; (xii) the topography of the Property at two foot intervals; and (xiii) other information necessary or required by the Title Company to remove the "survey" exception in the Final Title Commitment;

(b) The Survey shall contain a certification by the surveyor to Buyer and all those who may purchase, take a mortgage on or insure title to the Property described therein within one (1) year from the date of the Survey that (i) the information, courses, and distances shown are correct, (ii) the title lines and lines of actual possession are the same, (iii) the size, location and type of buildings and improvements are as shown and all are within the boundary lines and applicable setback lines of such Property, (iv) there are no violations of zoning ordinances or restrictions with reference to the location, size or height of said buildings and improvements, (v) there are no easements or uses affecting such Property appearing from a careful inspection of the same, other than as shown on the Final Title Commitment described in Section 4.2 hereof and depicted thereon, (vi) there are no encroachments affecting such Property except as shown on the Survey, and (vii) no part of such Property lies within a flood zone designation (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent, by scaled map location and graphic plotting only).

4.4 Transfer Fees. Seller shall be responsible for and shall pay all state transfer fees and/or deed taxes imposed with respect to the transfer of the Property to Buyer.

4.5 Nonforeign Affidavit. Seller shall deliver to the Title Company, at Closing, Seller's affidavit that Seller is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in and in accordance with the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder).

4.6 Further Instruments. On Closing Date, or thereafter if necessary, Seller shall, without cost or expense to Buyer, execute and deliver to or cause to be executed and delivered to the Title Company such further instruments of transfer and conveyance as Buyer may reasonably request, and take such other action as Buyer may reasonably require to carry out more effectively the sale and transfer of the Property contemplated by this Agreement and to protect the right, title and interest of Buyer in and enjoyment by Buyer of the Property.

5. MUTUAL COVENANTS AND WARRANTIES.

5.1 Special Assessments. Special assessments, if any, for work on the site of the Property commenced and any areawide assessments or charges for work plans adopted prior to or on Closing Date shall be paid by Seller. Special assessments, if any, for work on such site of the Property commenced after Closing Date, shall be paid by Buyer. Seller shall pay any agricultural penalty/back taxes on the Property which are due and payable through the Closing Date.

5.2 Eminent Domain. If all or any portion of the Property or points of access thereto are condemned by public or quasi-public authority prior to Closing, Seller immediately shall notify Buyer thereof and of the portion of the Property which shall have been condemned. Buyer may, in its sole discretion, terminate this Agreement without any liability by written notice to Seller within fifteen (15) days following notice of such condemnation.

5.3 Binding Obligation. Seller warrants to Buyer and Buyer warrants to Seller that this Agreement constitutes its valid and legally binding obligation enforceable against it in accordance with the provisions hereof.

5.4 Zoning. If the Property is not zoned for Buyer's intended development and use of the Property at the time of Seller's acceptance of the Offer, Buyer will after such acceptance, file an application to have the Property so zoned. All reasonable expense incurred in filing and processing such application for rezoning shall be paid by Buyer.

5.5 Specific Performance. Buyer shall have the right to specific performance, upon tender of payment by Buyer, of each of the agreements and obligations of Seller to be performed hereunder by Seller, in addition to all other remedies Buyer may have at law or in equity.

5.6 Property Testing. Buyer, at Buyer's expense, may enter upon the Property to conduct such tests and make such examinations, including soil, boring and environmental tests, as Buyer deems necessary. In the event the results of tests or examinations conducted by Buyer or Buyer's representative(s) do not verify that there is no accumulation in or about the Property or adjacent groundwater of petroleum, PCBs or any hazardous waste or toxic pollutant, contaminant or other substance regulated by any state or federal statute including Solid Waste Disposal Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sec. 9601), the Resource Conservation and Recovery Act (42 U.S.C. Sec. 6901) or the Toxic Substance Control Act (15 U.S.C. Sec. 2604) or by any other statute, rule, regulation or order of any governmental agency having jurisdiction over the control of such substances or wastes, or other substances of public health concern, or if Seller acknowledges that the Property is contaminated by any such waste or substances, Buyer may in its sole discretion, terminate this Agreement.

5.7 Plat of Survey. Upon Buyer's receipt of the Survey (as set out in Section 4.3 herein), Buyer shall, at Buyer's sole cost and expense, commission a plat of survey, which shall create the Property ("Plat of Survey"). Buyer shall provide to Seller for review and approval, the preliminary Plat of Survey. No later than ten (10) days after the Contingency Date, Seller shall record the Plat of Survey and shall provide to Buyer the Final Updated Abstract (as set out in Section 4.2 herein) no later than ten (10) days after the Plat of Survey has been recorded.

6. TERMINATION OF AGREEMENT.

6.1 Causes. This Agreement, unless sooner terminated in accordance with the provisions hereof, may be terminated prior to Closing by:

(a) mutual consent of the parties;

(b) written notice from Buyer to Seller, if there has been a material misrepresentation or breach by Seller in the warranties or covenants of Seller set forth herein, or if any of the conditions set forth herein have not been satisfied or waived by Buyer in writing or Closing has not occurred by the Closing Date or the date of such notice, whichever is later; or

(c) written notice from Seller to Buyer if there has been a material misrepresentation or breach by Buyer in the warranties or covenants of Buyer set forth herein.

6.2 Effect of Termination. If this Agreement is terminated in accordance with the provisions hereof, all earnest money paid hereunder shall be immediately paid or returned to Buyer. In the event of a wrongful termination of this Agreement by Buyer, all earnest money paid hereunder shall be paid to or retained by Seller as liquidated damages and as Seller's sole remedy.

6.3 Right to Proceed. If any of the conditions set forth herein have not been satisfied, Buyer may waive its rights to have such conditions satisfied and may proceed with the transactions contemplated hereby.

7. CONDITIONS. Each of the agreements and obligations of Buyer to be performed hereunder by Buyer are conditional on the satisfaction of the following conditions:

7.1 Acts to be Performed. Each of the agreements and obligations of Seller to be performed hereunder by Seller on or before the Closing Date shall have been duly performed.

7.2 Warranties True at Closing. Each of the warranties of Seller set forth herein or in any exhibit or instrument delivered pursuant hereto shall be true and correct on and as to Closing Date.

7.3 Absence of Changes and Litigation. There shall have been no material adverse change in the Property, and there shall not have been any occurrence, event, or set of circumstances, which might reasonably be expected to result in any such material adverse change before or after Closing Date. There shall be no proceeding or investigation pending or threatened against Seller or Buyer or affecting the Property which, in the reasonable judgment of Buyer, would make the consummation of the transactions contemplated by this Agreement inadvisable.

7.4 Due Diligence; Site Investigation. Within ninety (90) days after Buyer's receipt of the Survey (as set out in Section 4.3 herein) and the final approved Plat of Survey (as set out in Section 5.7 herein) ("Contingency Date"), Buyer shall have obtained: (i) a satisfactory outcome to its due diligence investigation with respect to the Property; (ii) a satisfactory site investigation verifying Seller's warranties with respect to the Property; (iii) a satisfactory outcome to its soil, boring and environmental testing; (iv) satisfactory evidence that the Property and the contemplated operation and use of the Property by Buyer complies with all applicable laws; and (v) determination within Buyer's sole discretion, that the Property is economically viable for Buyer's intended development and use of the Property.

7.5 Instruments of Transfer. At least seven (7) days prior to Closing, Seller shall have delivered to Buyer for review and approval, drafts of such instrument or instruments of transfer and conveyance regarding the Property of the nature hereinbefore specified. Once reviewed and approved by Buyer, all original signed documents shall be deposited with the Title Company to be held in trust until the Closing Date.

7.6 Survey. On or before the Contingency Date, Buyer shall have reviewed and approved of the Survey as set out in Section 4.3 hereof.

7.7 Final Title Commitment. On or before the Closing Date, Buyer shall have received and approved the Final Title Commitment as set out in Section 4.2 herein.

7.8 Plat of Survey/Final Updated Abstract. Seller shall have recorded the Plat of Survey no later than ten (10) days after the Contingency Date, as set out in Section 5.7 herein and shall have provided to Buyer the Final Updated Abstract no later than ten (10) days after the recordation of the Plat of Survey, as set out in Section 4.2 herein.

Buyer may acknowledge satisfaction or waiver of any of the foregoing conditions, only by delivering written notice of satisfaction or waiver to Seller on or before the Contingency Date. If Buyer does not acknowledge in writing the satisfaction of one or more of the foregoing conditions (or otherwise waive the same in writing) on or before the Contingency Date, then this Agreement shall automatically be deemed to be null and void, without action required of either party, the Earnest Money (and all interest) shall be returned to Buyer, and Buyer and Seller shall thereafter be released from any liability or obligation hereunder.

Notwithstanding anything contained herein to the contrary, it shall be a condition of Buyer's obligation to close this transaction that (i) the representations and warranties made by Seller in Section 4 shall be correct as of the Closing Date with the same force and effect as if such representations were made at such time; (ii) Seller shall have complied with all of the terms and conditions contained in this Agreement; and (iii) the status and marketability of title shall have been established to Buyer's satisfaction in accordance with this Agreement.

8. NOTICES. Any notice required or permitted hereunder shall be in writing and shall be considered delivered in all respects when it has been delivered by hand or mailed via UPS Overnight Mail to Buyer or to Seller at their respective address first above written, or electronically via e-mail to Seller at noel.anderson@waterloo-ia.org or to Buyer at DConnely@kwiktrip.com with a copy to JLong@kwiktrip.com.

9. BROKERAGE. Seller and Buyer respectively warrant to each other that no person provided services as a broker or finder with respect to the transaction contemplated hereby.

10. MISCELLANEOUS. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein, and shall be binding upon the parties and their respective heirs, successors and assigns. There are no agreements or understandings between the parties other than those set forth herein or in a written instrument executed simultaneously herewith. This Agreement may be amended and any of the provisions hereof may be waived, only by a written instrument executed on behalf of all of the parties or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right to enforce that provision or any other provision hereof at any time thereafter. Time is deemed to be of the essence with respect to all of the provisions hereof.

Executed as of SEPTEMBER 20, 2022.

BUYER:
KWIK TRIP, INC.

By: _____
JEFFREY WROBEL

Its: CFO, VICE PRESIDENT & TREASURER

Accepted as of _____, 2022, and Seller acknowledges that upon such acceptance this Offer shall constitute an agreement for the purchase and sale of the Property on the foregoing terms and conditions.

SELLER:
CITY OF WATERLOO

By: _____

Its: _____

EXHIBIT A

PROPERTY

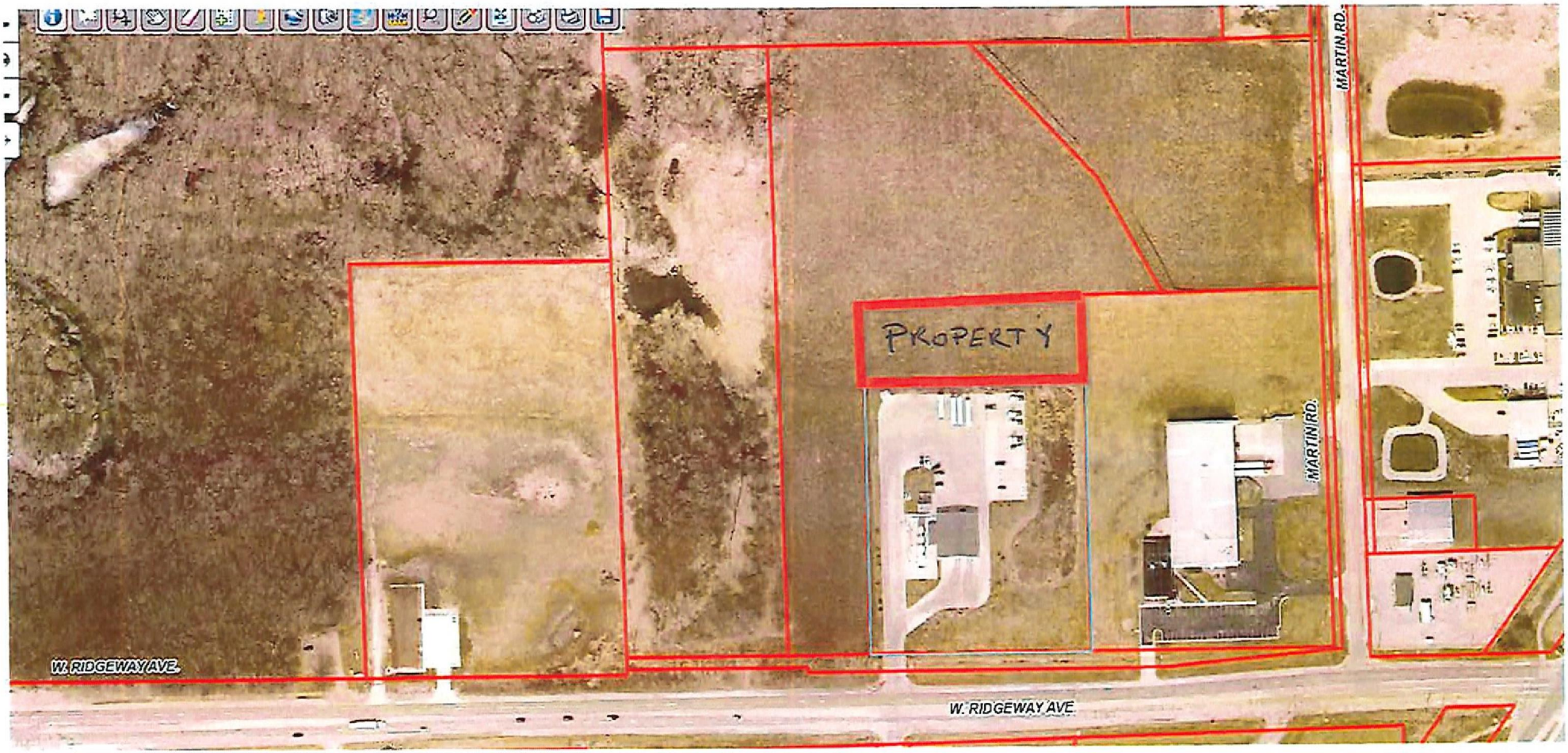
A portion of an unassigned parcel of property located at:

2122 West Ridgeway Avenue
Waterloo, Iowa

(A portion of Parcel No. 891332476017)

See attached depiction and the Black Hawk County Parcel Information Sheets related to the Property

The legal description shall be created upon the recording of the Plat of Survey (as set out in Section 5.7 herein) and shall be mutually agreeable between Buyer and Seller


PROPERTY
MARTIN RD.
MARTIN RD.
W. RIDGEWAY AVE.
W. RIDGEWAY AVE.

Collector	Parcel Number	District	Year	Type
Black Hawk, IA	891332476017	940001	2021	Real Estate

Last Updated 8/9/2022

Owner	Owner Address	Property Address
CITY OF WATERLOO	715 MULBERRY ST WATERLOO, IA 50703	WATERLOO, IA Map

Legal Description
BROCK THIRD ADDITION LOT 3

First Installment

Base Due	0.00	Interest Begins	10/01/2022
Net	0.00		
Total Due	0.00		

Second Installment

Base Due	0.00	Interest Begins	04/01/2023
Net	0.00		
Total Due	0.00		

Totals

Base Due	0.00
Net	0.00
Total Due	0.00

Web Payments

Beacon™ Black Hawk County, IA

Summary

Parcel ID	891332476017
Alternate ID	
Property Address	N/A
Sec/Twp/Rng	N/A
Brief Tax Description	BROCK THIRD ADDITION LOT 3 (Note: Not to be used on legal documents)
Deed Book/Page	2020-008216 (11/1/2019)
Contract Book/Page	
Gross Acres	0.00
Net Acres	0.00
Adjusted CSR Pts	0
Class	C - Commercial (Note: This is for assessment purposes only. Not to be used for zoning.)
District	940001 - WATERLOO CITY/WATERLOO SCH
School District	WATERLOO COMMUNITY SCHOOLS

Neighborhood

Neighborhood PDF 13 LAND WA-W

Owner information

Deed
CITY OF WATERLOO
715 MULBERRY ST
WATERLOO IA 50703

Mail To
CITY OF WATERLOO
715 MULBERRY ST
WATERLOO IA 50703

Show Deed/Contract

Show Deed/Contract

Land

Lot Area 10.65 Acres; 463,914 SF
(Note: Land sizes used for assessment purposes only. This is not a survey of the property)

Permits

Permit #	Date	Description	Amount
FC	01/17/2020	Platters Price	0

Valuation

	Classification	2022 Commercial	2021 Commercial	2020 E
+	Assessed Land Value	$163,340	$163,340	$163,340
+	Assessed Building Value	$0	$0	$0
+	Assessed Dwelling Value	$0	$0	$0
=	Gross Assessed Value	$163,340	$163,340	$163,340
-	Exempt Value	($163,340)	($163,340)	($163,340)
=	Net Assessed Value	$0	$0	$0

Exemptions

Code	Description	Amount
E86	CITY PROPERTY	163,340

Taxation

		2020 Pay 2021-2022
+	Taxable Land Value	$0
+	Taxable Building Value	$0
+	Taxable Dwelling Value	$0
=	Gross Taxable Value	$0
-	Military Credit	$0
=	Net Taxable Value	$0
x	Levy Rate (per $1000 of value)	40.15223
=	Gross Taxes Due	$0.00
-	Ag Land Credit	$0.00
-	Family Farm Credit	$0.00

- Homestead Credit	$0.00
- Disabled and Senior Citizens Credit	$0.00
- Business Property Credit	$0.00
= Net Taxes Due	$0.00

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022	$0	No		325885
	September 2021	$0	No		

Pay Property Taxes

Click here to pay property taxes for this parcel.

Polling Location

View Polling Location

Recent Sales In Area

Sale date range:

From:

08/10/2019

To:

08/10/2022

Sales by Neighborhood

Sales by Subdivision

1500

Feet

Sales by Distance

No data available for the following modules: Sales, Agricultural Land/CSR, Residental Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Tax Sale Certificate, Special Assessments, Photos, Sketches.

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CITY OF WATERLOO

Council Communication

Motion approving the Annual Financial Report for City Streets, for the fiscal year ended June 30, 2022, and authorizing transmittal to the Iowa Department of Transportation.

City Council Meeting: 11/7/2022
Prepared: 10/20/2022

ATTACHMENTS:

Description	Type
Street Financial Report - City of Waterloo FY22	Backup Material

SUBJECT:	Motion approving the Annual Financial Report for City Streets, for the fiscal year ended June 30, 2022, and authorizing transmittal to the Iowa Department of Transportation.
Submitted by:	Submitted By: Bridgett Wood, Finance Manager
Recommended Action:	Approval of the submission for the Annual Financial Report for City Streets for the fiscal year ended June 30, 2022 and authorizing the transmittal to the Iowa Department of Transportation.
Summary Statement:	This report summarizes the city's receipts and expenditures relating to streets and is required to be filed with the State of Iowa by Iowa Code Chapter 312, Section 14. This report provides the Iowa Department of Transportation and the Federal Highway Administration with a documented record of receipts and expenditures made for streets and related activities in the City of Waterloo.
Data/Analysis and Strategies:	
Alternative:	If the report isn't approved by council and filed by December 1, the City's road use tax payments will be suspended.

City Street Finance Report

Expenses

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Salaries - Roads/Streets		$1,009,548	$652,445				$1,661,993
Benefits - Roads/Streets		$813,068	$377,306				$1,190,374
Training & Dues		$4,040					$4,040
Building & Grounds Maint. & Repair		$33,495					$33,495
Road Beautification		$900,000					$900,000
Vehicle & Office Equip Operation and Repair		$191,347	$6,329				$197,676
Janitorial		$6,766					$6,766
Medical		$4,241	$70				$4,311
Street Maintenance Expense		$103,378	$228,347				$331,725
Technology Expense		$1,622	$13,770				$15,392
Other Contract Services		$163,990	$2,500				$166,490
Minor Equipment Purchases		$16,241	$5,685				$21,926
Office Supplies		$4,053					$4,053
Operating Supplies		$23,881					$23,881
Postage & Safety		$3,056	$5,434				$8,490
Other Supplies		$3,504	$1,677				$5,181
Vehicles		$117,065			$677,012		$794,077

City Street Finance Report

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Buildings		$60,000					$60,000
Bridges & Culverts		$704,866					$704,866
Street - Capacity Improvement		$4,470,099	$5,904,881		$5,711,006		$16,085,986
Principal Payment				$1,601,100			$1,601,100
Interest Payment				$318,446			$318,446
Parking	$120,533						$120,533
Street Lighting		$516,571					$516,571
Traffic Control/Safety		$1,631,695					$1,631,695
Snow Removal		$741,888					$741,888
Highway Engineering		$1,250,774					$1,250,774
Depreciation & Building Utilities		$52,570					$52,570
Street Cleaning						$256,752	$256,752
Snow Removal Salaries		$681,283					$681,283
Snow Removal Benefits		$116,025					$116,025
Total	$120,533	$13,625,066	$7,198,444	$1,919,546	$6,388,018	$256,752	$29,508,359

City Street Finance Report

Revenue

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Levied on Property	$0		$0	$1,919,546			$1,919,546
Other Taxes (Hotel, LOST)			$13,895,739				$13,895,739
Licenses & Permits		$28,405					$28,405
Interest		$91	$25,696				$25,787
Federal Grants		$106			$1,474,490		$1,474,596
State Revenues - Road Use Taxes		$9,332,289					$9,332,289
Other State Grants - IDOT					$1,147,454		$1,147,454
Local Contributions		$642					$642
Charges/fees	$120,533	$153,594	$116,129			$256,752	$647,008
Sale of Property & Merchandise		$6,478					$6,478
Proceeds from Debt					$1,457,000		$1,457,000
Total	$120,533	$9,521,605	$14,037,564	$1,919,546	$4,078,944	$256,752	$29,934,944

Bonds/Loans

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2014C GO	$570,000	$570,000	$11,400	$160,835	$3,217	$0
2017A GO	$5,755,000	$815,000	$116,400	$81,310	$11,613	$4,940,000
2018A GO	$7,240,000	$710,000	$217,200	$81,057	$24,797	$6,530,000
2020A GO	$6,605,000	$415,000	$132,100	$230,687	$73,431	$6,190,000
2016A GO	$5,025,000	$745,000	$101,700	$182,772	$24,950	$4,280,000
2015A GO	$7,875,000	$795,000	$246,931	$114,518	$35,570	$7,080,000
2019C GO	$1,955,000	$400,000	$39,100	$117,617	$11,497	$1,555,000
2019A GO	$5,620,000	$625,000	$168,600	$122,386	$33,015	$4,995,000
2021A GO	$14,370,000	$1,430,000	$270,635	$458,577	$86,788	$12,940,000
2014A GO	$3,810,000	$435,000	$114,956	$51,341	$13,568	$3,375,000
2022B GO	$5,685,000	$0	$0	$0	$0	$5,685,000

Equipment

Description	Model Year	Usage Type	Cost	Purchased Status
Freightliner Single Axle Dump Truck M2106V	2009	Purchased	$111,538	No Change
Freightliner Single Axle Dump Truck M2106V	2009	Purchased	$111,538	No Change
Maurer 20' Tandem Trailer	2000	Purchased	$5,365	No Change
Deere 770CH Motor Grader	1998	Purchased	$154,900	No Change
Deere 770CH Motor Grader	1998	Purchased	$154,900	No Change
John Deere 770G Grader	2014	Purchased	$193,257	No Change
Tink Bucket Grapple for End Loader	1999	Purchased	$6,800	No Change
Deere 260 Skid Loader with 48" Forks, Bucket, Plow	2000	Purchased	$33,100	No Change
Angle Broom for Deere 260 Skid Loader	2003	Purchased	$5,130	No Change
Caterpillar Reclaimer	1991	Purchased	$250,000	No Change
Caterpillar Vibrator Roller	1991	Purchased	$50,000	No Change
Deere 672D 4WD Motor Grader	2009	Purchased	$148,008	No Change
Crafco Trailer-Mounted Crack Sealer EZ1000EB	2011	Purchased	$36,594	No Change
Deere 624K 4WD Loader	2009	Purchased	$119,556	No Change
Ferguson 4988 Static Roller	2006	Purchased	$38,962	No Change
Deere 770CH Motor Grader	1998	Purchased	$154,900	No Change
Sno-Go Loader-Mounted Snow Blower	1990	Purchased	$38,143	No Change
Freightliner M2106 Asphalt Patcher	2008	Purchased	$103,783	No Change
Freightliner Dump Truck	2017	Purchased	$138,452	No Change
Freightliner Dump Truck	2017	Purchased	$138,452	No Change
Ford F750 Digger Derrick	2007	Purchased	$122,723	No Change

Description	Model Year	Usage Type	Cost	Purchased Status
Grand Lazer Paint Machine	2019	Purchased	$5,926	No Change
Ford F250SD SRW	2019	Purchased	$42,713	No Change
Ford F550 Aerial Boom Truck	2018	Purchased	$126,847	No Change
Ford Ranger Pickup	2002	Purchased	$15,127	No Change
Pickup Line Striper AL 120	2008	Purchased	$32,003	Sold
Elgin Pelican Street Sweeper	2010	Purchased	$161,261	No Change
Intl 7300 Single Axle Dump Truck	2010	Purchased	$113,600	No Change
Intl Tandem Dump Truck w/anti-icing system	2010	Purchased	$131,533	No Change
Deere310SE Wheel Loader Backhoe w/ Tamper Ext	1999	Purchased	$66,400	No Change
Grapple Bucket for End Loaders	2008	Purchased	$14,950	No Change
Deere 544J End Loader	2004	Purchased	$118,160	No Change
Deere 655K-II 4WD Loader with Bucket	2016	Purchased	$113,900	No Change
Freightliner 108SD Dump Truck	2014	Purchased	$130,401	No Change
International 7300 Single Axle Dump Truck	2019	Purchased	$150,964	No Change
International 7300 Single Axle Dump Truck	2019	Purchased	$150,964	No Change
Navistar 4700 Oil Distributor with Tank & Sprayer	2002	Purchased	$88,807	No Change
Ingersoll Rand PT125R Pneumatic Tire Compactor	1998	Purchased	$41,700	No Change
Etnyre Chip Spreader	1999	Purchased	$132,925	No Change
Ford F150 Supercab XL - White	2014	Purchased	$23,530	No Change
Ford F150 Supercab XL - White	2014	Purchased	$24,157	No Change
Ford F150 Supercab XL - White	2014	Purchased	$24,157	No Change
Ford SD F350 1 Ton Pickup - White	2016	Purchased	$49,981	No Change
Ford SD F350 1 Ton Pickup - White	2016	Purchased	$49,981	No Change

Description	Model Year	Usage Type	Cost	Purchased Status
Elgin Pelican Street Sweeper	2015	Purchased	$187,104	No Change
Freightliner 108SD Dump Truck	2014	Purchased	$130,401	No Change
Line Lazer IV 3900 with Beat Kit (walk behind)	2016	Purchased	$5,568	No Change
Line Lazer IV 5900 with Line Driver HD & Dual Based System	2016	Purchased	$11,924	No Change
Ford F250 SD SRW Truck	2020	Purchased	$32,492	No Change
Freightliner M2106 Dump Truck	2006	Purchased	$84,565	No Change
Elgin Single Engine Crosswind Vacuum Sweeper	2020	Purchased	$267,195	No Change
Self-Propelled 25 Ft Screed	2020	Purchased	$7,195	No Change
Concrete Dowell Drill	2020	Purchased	$8,495	No Change
Ford E350 Truck	2019	Purchased	$33,174	No Change
Intl 7300 Single Axle Dump Truck	2010	Purchased	$113,600	No Change
PJ 20 Ft Tilt Trailer	2020	Purchased	$6,750	No Change
Deere 332G Skid Steer Loader	2019	Purchased	$63,990	No Change
HAMM HD10 Tandem Roller	2018	Purchased	$34,683	No Change
Crafco SS 125DC Melter for Crack Sealing	2020	Purchased	$73,570	No Change
Ford F550 Service Truck	2019	Purchased	$119,149	No Change
FT10 Pan Drop Deck Tilt Trailer	2019	Purchased	$6,711	No Change
Ford F750 Truck with Aerial	2004	Purchased	$103,027	No Change
Freightliner M2106V Dump Truck w/ anti/icing system	2012	Purchased	$134,132	No Change
Freightliner M2105V Dump Truck w/anti-icing system	2012	Purchased	$132,109	No Change
Elgin Pelican Street Sweeper	2011	Purchased	$165,352	No Change
Ingersoll Rand 185 Compressor	1990	Purchased	$8,008	No Change
Ford F350 XLS Dually Pickup	2005	Purchased	$20,878	No Change

Description	Model Year	Usage Type	Cost	Purchased Status
Ford F450-550 White Flatbed Pickup	2003	Purchased	$34,092	No Change
Intl 4700 T444E Dump Truck	2001	Purchased	$68,064	No Change
Intl 4700 T444E Dump Truck	2001	Purchased	$68,064	No Change
Freightliner FL80 Dump Truck	2003	Purchased	$75,622	Sold
Freightliner M21106 Dump Truck - Yellow	2004	Purchased	$67,962	No Change
Freightliner M2106 Dump Truck - Yellow	2004	Purchased	$67,962	No Change
Freightliner M2106 Dump Truck - Yellow	2004	Purchased	$67,962	No Change
Freightliner M2106 Dump Truck	2006	Purchased	$84,565	No Change
Freightliner M2106V Dump Truck w/ anti/icing system	2012	Purchased	$134,132	No Change
International Snow Control Truck	2022	Purchased	$215,262	New
International HV507	2022	Purchased	$215,262	New
Bobcat Compact Excavator	2021	Purchased	$54,215	New
Case 280SNWT Backhoe	2022	Purchased	$117,065	New

Street Projects

Project Description	Contract Price	Final Price	Contractor Name
FY21 Asphalt Overlay Program	$1,741,017	$1,758,418	Aspro
FY2021 Reconstruction Program	$3,869,846	$3,625,159	Aspro

City Street Finance Report

Summary

	General Fund Streets (001)	Road Use (110)	Other Special Revenues	Debt Service (200)	Capitial Projects (300)	Utilities (600 & U0)	Grand Total
Begining Balance	$0	$13,810,831	$11,002,110	$0	$6,077,990	$0	$30,890,931
SubTotal Expenses (-)	$120,533	$13,625,066	$7,198,444	$1,919,546	$6,388,018	$256,752	$29,508,359
Subtotal Revenues (+)	$120,533	$9,521,605	$14,037,564	$1,919,546	$4,078,944	$256,752	$29,934,944
Ending Balance	$0	$9,707,370	$17,841,230	$0	$3,768,916	$0	$31,317,516

Resolution Number:

Execution Date: Monday, November 7, 2022

Signature: Bridgett Wood

CITY OF WATERLOO

Council Communication

Motion to approve Change Order No. 2 from Langman Construction Inc., of Rock Island, Illinois, for a net increase of $31,585.51, in conjunction with the US Highway 63 Sanitary Sewer Upgrades, Phase I Project, and authorizing the Mayor to execute said documents.

City Council Meeting: 11/7/2022
Prepared: 10/31/2022

ATTACHMENTS:

	Description	Type
	Change Order No 2	Backup Material

SUBJECT:	Motion to approve Change Order No. 2 from Langman Construction Inc., of Rock Island, Illinois, for a net increase of $31,585.51, in conjunction with the US Highway 63 Sanitary Sewer Upgrades, Phase I Project, and authorizing the Mayor to execute said documents.
Submitted by:	Submitted By: Jesse Gaherty, Interim Collection System/Projects Director
Recommended Action:	approve change order

Expenditure Required/Source of Funds: $ 31,585.51

CHANGE ORDER NO. 02

Owner: City of Waterloo | Date: October 28, 2022

Project: US Highway 63 Sanitary Sewer Upgrades, Phase I

Owner's Contract No.: City Contract No. 1037 | Contractor: Langman Construction, Inc.

Date of Contract Start: October 18, 2021 | $ Original Contract: $7,190,038.90

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

Additions:

- **Connection to Existing Sanitary Manhole = $10,000.00**
- **8-Inch Sanitary Sewer Gravity Main (106.5 LF) – Open Cut = $13,814.94**
- **Tree Removal = $2,339.84**
- **8-Inch Internal Drop Connection = $2,670.73**
- **Planting of Three (3) Colorado Blue Spruce (5'-6' Height), No Watering = $2,760.00**

TOTAL ADDITIONS:	**$31,585.51**
TOTAL DEDUCTIONS:	**($0.00)**
NET CHANGE ORDER AMOUNT:	**$31,585.51**

Reason for Change Order:

An unknown house service was found during construction in the in the Home Park area which ties into an existing manhole, intended to be abandoned as part of this project. The manhole needed to be altered to accommodate the service and tie into the new 48-inch line. This connection also required an additional 8-inch line, drop connection, and connection to a new manhole. It was necessary, as part of the installation of the 8-inch connection, to remove three trees and one bush, and plant three replacement trees.

CONTRACT PRICE		**CONTRACT TIMES (Calendar Days)**	To Substantial Completion	To Final Completion
Original:	$ 7,190,038.90	Original:		Nov. 18, 2022
Previous C.O.s (~~ADD~~/**DEDUCT**):	$ (380,516.00)	Previous C.O.s (**ADD**/~~DEDUCT~~):		28
This C.O. (**ADD**/~~DEDUCT~~):	$ 31,585.51	This C.O. (**ADD**/~~DEDUCT~~):		3
Contract Price With All Approved Change Orders:	$ 6,841,108.41	REVISED:		
		Original Completion Date:		Nov. 18, 2022
		Revised Completion Date:		Dec. 21, 2022

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

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

APPROVED:

By: _____ Date: _____
City of Waterloo (Authorized Signature)

ACCEPTED:

By: Brian Gaul Date: 10/28/2022
Langman Construction, Inc. (Authorized Signature)

AECOM

60651387/60671367	02
Project No.	Change Order No.

CITY OF WATERLOO

Council Communication

Motion approving Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Kwik Stop 3, 1104 Washington Street.

City Council Meeting: 11/7/2022
Prepared:

SUBJECT:	Motion approving Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Kwik Stop 3, 1104 Washington Street.
Submitted by:	Submitted By: Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Motion approving Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Logan Avenue Convenience Store, 735 Logan Avenue.

City Council Meeting: 11/7/2022
Prepared: 11/3/2022

SUBJECT:	Motion approving Cigarette/Tobacco/Nicotine/Vapor Permit New Application for Logan Avenue Convenience Store, 735 Logan Avenue.
Submitted by:	Submitted By: Kelley Felchle, City Clerk

CITY OF WATERLOO

Council Communication

Bonds.

City Council Meeting: 11/7/2022
Prepared:

SUBJECT: Bonds.

CITY OF WATERLOO

Council Communication

Request by BCP Development, LP and Dr. Robert A. Behar to rezone approximately 1.3 acres from "C-2" Commercial District to "C-2, C-Z" Conditional Zoning District to allow for an auto repair shop and sales, located at 1237 Flammang Drive, (former Petco store), with conditions.

City Council Meeting: 11/7/2022
Prepared: 10/25/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material
Legal Description	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close the hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, approving a request by BCP Development, LP and Dr. Robert A. Behar to rezone approximately 1.3 acres from "C-2" Commercial District to "C-2, C-Z" Conditional Zoning District to allow for an auto repair shop and sales, located at 1237 Flammang Drive, (former Petco store), with conditions.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt the ordinance.

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

Recommended Action: Approval

Summary Statement: Transmitted herewith is a resolution setting date of public hearing as November 1st , 2022, to approve the request by BCP Development LP & Dr. Robert A Behar to rezone approximately 1.3 acres from "C-2" Commercial District to "C-2, C-Z" Conditional Zoning District to allow for an auto repair shop and sales located at 1237 Flammang Drive (former Petco store) , and instruct the City Clerk to publish notice.

The Planning and Zoning Commission recommended approval of this request at their October 11th, 2022 meeting, with the conditions as noted by staff, which have been agreed to in writing by the applicant and property owner.

The request would not appear to have a negative impact on the

neighborhood as the area is surrounded by commercial uses and the site in question is a former Petco retail store, as long as there is no outside storage of inoperable repair vehicles or other vehicles parts or equipment.

The property is zoned “C-2” Commercial District having been zoned as such since the adoption of the Zoning Ordinance in 1969. Surrounding uses and zoning:
North – Commercial zoned “C-2” Commercial District.
South – Commercial, a billboard, San Marnan Frontage Road, and San Marnan Drive zoned “C-2” Commercial District.
East – Commercial, San Marnan Frontage Road, and San Marnan Drive zoned “C-2” Commercial District
West – Flammang Drive and Commercial zoned “C-2” Commercial District.

Parking requirements for the use is 1 parking space for every 500 square feet of floor area. The area to be used by the auto repair shows to have 10,210 square feet of space which would require 20 parking spaces. The total shopping center requires 67 spaces however retail stores only areas used by customers are counted but the property appears to have 69 parking spaces. Also the applicants have indicated that there will be car sales at the site as an auxiliary use which would also reduce the number of parking spaces but there appears to be adequate parking for the current uses. There is also 8 spaces on the north side of the building that cannot be considered for the parking minimums since they are shared with the property to the north.

Neighborhood Impact:

Because the proposed rezone is in an area of other retail business staff wants to ensure that the area remains a place welcoming to retail businesses therefore staff is recommending conditions that specifically state that no outside storage of repair vehicles or materials, or parts, no storage containers shall be allowed, and no major body work will be performed on cars.

Therefore, staff recommends that the request by BCP Development LP & Dr. Robert A Behar to rezone approximately 1.3 acres from “C-2” Commercial District to the “C-2, C-Z” Conditional Zoning District to allow for an auto repair shop and sales located at 1237 Flammang Drive (former Petco store), be approved for the following reasons:
1. The request would not appear to have a negative impact on the surrounding area.
2. The request would not appear to have a negative impact on traffic conditions in the area.
3. The request is in conformance with the Comprehensive Plan and Future Land Use Map for the area.
With the following conditions:
1. The site is limited to permitted uses in the “C-2” Commercial District and an auto repair shop and sales business.
2. There will be no outside storage of repair vehicles or of materials/parts.
3. There will be no storage containers permitted.
4. No major body work on vehicles will be performed on site.
5. That when any repairs are made to the retaining wall or the parking lot or either the retaining wall or parking lot are reconstructed sidewalk is to be installed along Flammang Drive.

Data/Analysis and Strategies: Zoning, Land Use and Economic Development.

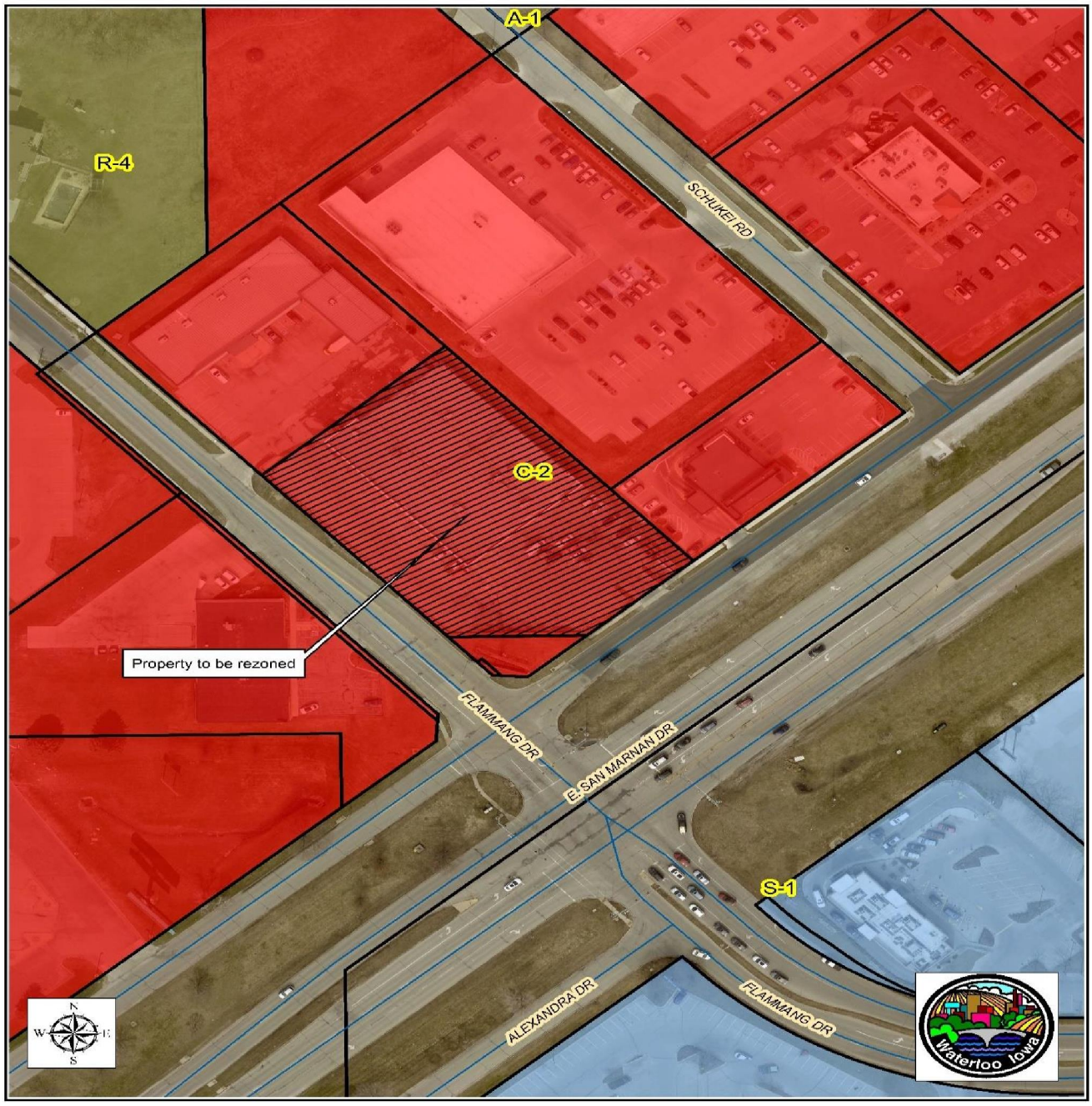
Community Engagement Methods:	Notice was sent to all properties within 250 feet of the proposed rezone and there has been no opposition.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Lot Nos. 1, 2 and 3 in Schukei Commercial Park, Waterloo, Iowa

Staff Person: John Dornoff

Date: September 13, 2022

REQUEST:	Request by BCP Development LP & Dr. Robert A Behar to rezone approximately 1.3 acres from “C-2” Commercial District to “C-2, C-Z” Conditional Zoning District to allow for an auto repair shop and sales located at 1237 Flammang Drive (former Petco store).
APPLICANT:	BCP Development LP & Dr. Robert A Behar, 5555 St. Felipe St. #1135, Houston, Texas, 77058
GENERAL DESCRIPTION:	The applicant is requesting to rezone the property in question to allow for an automotive repair shop and sales business.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to have a negative impact on the neighborhood as the area is surrounded by commercial uses and the site in question is a former Petco retail store, as long as there is no outside storage of inoperable repair vehicles or other vehicles parts or equipment.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request would not appear to have an impact on vehicular or pedestrian traffic movements in the area. The area is serviced by Flammang Drive and the San Marnan frontage road which are local streets and San Marnan Drive which is a minor arterial.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	There are sidewalks along the west side of Flammang Drive and on the east side north of the driveway to the proposed rezone site although there are currently no sidewalk along Flammang Drive in front of the business and it would be difficult to install sidewalks without a major street reconstruction, due to there being very little distance between the edge of the roadway and the property line, and then the parking lot is located right at the property line.
COMPLETE STREETS COMMENTS	The Complete Streets Advisory Committee voted to recommend a sidewalk be required when the retaining wall that needs to be repaired is completed.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The property is zoned “C-2” Commercial District having been zoned as such since the adoption of the Zoning Ordinance in 1969. Surrounding uses and zoning: **North** – Commercial zoned “C-2” Commercial District. **South** – Commercial, a billboard, San Marnan Frontage Road, and San Marnan Drive zoned “C-2” Commercial District. **East** – Commercial, San Marnan Frontage Road, and San Marnan Drive zoned “C-2” Commercial District

West – Flammang Drive and Commercial zoned “C-2” Commercial District.



DEVELOPMENT HISTORY:	Commercial development was built between 1977 and 2017.
BUFFERS/ SCREENING REQUIRED:	No buffering will be required for this request but could be considered if outside storage was going to be allowed.
DRAINAGE:	Rezoning the land will not appear to have a negative impact on drainage in the area.
FLOODPLAIN:	The property in question is not located in Special Flood Hazard Area as indicated by the Federal Insurance Administration's Flood

	Insurance Rate Map, Community Number 190025, and Panel Numbers 0302F, dated July 18, 2011.
PUBLIC /OPEN SPACES/ SCHOOLS:	Blessed Maria Assunta Pallotta Middle School and Columbus High School is located 0.541 miles to the northwest, Kittrell Elementary School is located 0.75 miles to the north, Hoover Middle School is located 1.55 miles to the west, and West High School is located 1.17 miles to the northwest.
UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC:	There is an 8” sanitary sewer line and a 27” storm sewer line located in Flammang Drive. There are no overhead power lines along Flammang Drive.
RELATIONSHIP TO COMPREHENSIVE LAND-USE PLAN:	The Future Land Use Map designates this area as *Commercial,* and the proposed rezoning would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.
STAFF ANALYSIS – ZONING ORDINANCE:	The applicant is requesting to rezone the former Petco store on Flammang Road from “C-2” Commercial District to “C-2, C-Z” Conditional Zoning District in order to allow for an auto repair shop on the property which is a primary use in the “M-1” Light Industrial District. The building that is proposed for rezoning was formally the home of Petco and has been empty for several years. The building is also home to Midwest Mattress, Little Caesars Pizza, and Electronic Underground. There is separate property to the north that was formally home to Jerry’s Furniture that has been remodeled and now has a Clean Laundry location along with other spaces that are still available. Parking requirements for the use is 1 parking space for every 500 square feet of floor area. The area to be used by the auto repair shows to have 10,210 square feet of space which would require 20 parking spaces. The total shopping center requires 67 spaces however retail stores only areas used by customers are counted but the property appears to have 69 parking spaces. Also the applicants have indicated that there will be car sales at the site as an auxiliary use which would also reduce the number of parking spaces but there appears to be adequate parking for the current uses. There is also 8 spaces on the north side of the building that cannot be considered for the parking minimums since they are shared with the property to the north. Because the proposed rezone is in an area of other retail business staff wants to ensure that the area remains a place welcoming to retail businesses therefore staff is recommending conditions that specifically state that no outside storage of repair vehicles or materials, or parts, no storage containers shall be allowed, and no major body work will be performed on cars.



Picture 1: Looking along the front of the building.



Picture 2: Current location of Midwest Mattress.



Picture 3: Looking at remodeled complex to the north.



Picture 4: Looking along the north side of the building.



Picture 5: Looking at damaged retaining wall along where sidewalk should be installed.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:	The applicant is not planning on subdividing the property.
TECH REVIEW	During Tech Review it was noted by the building department will need stamped drawings for the change of use which will require a new Occupancy Permit. There was also discussion of the sidewalks and the condition of the retaining wall which has had some questionable repairs. It was

suggested that the sidewalk be required if they repair the retaining wall or do any changes or improvements to the parking lot.

STAFF RECOMMENDATION:

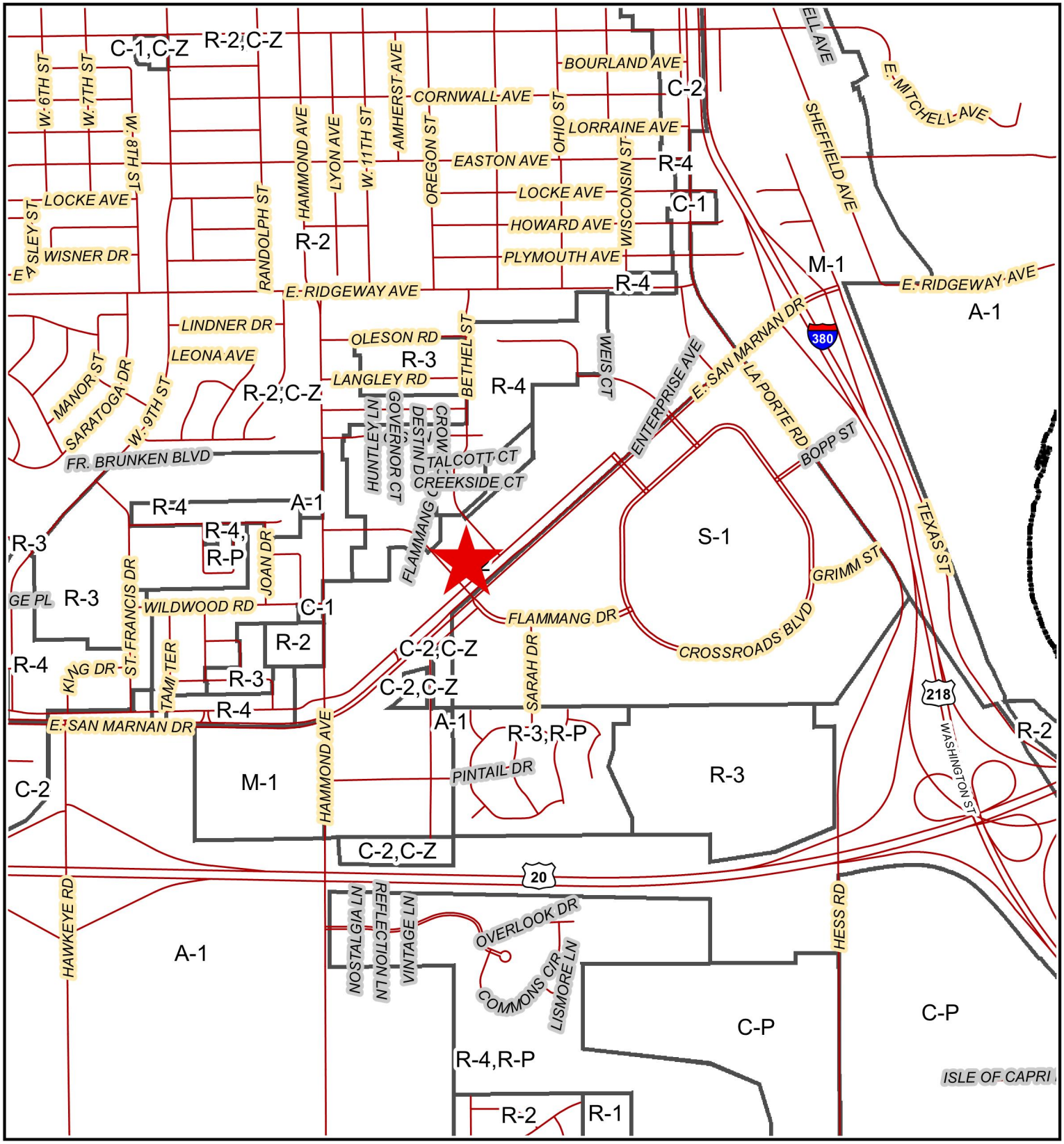
Therefore, staff recommends that the request by BCP Development LP & Dr. Robert A Behar to rezone approximately 1.3 acres from “C-2” Commercial District to the “C-2, C-Z” Conditional Zoning District to allow for an auto repair shop and sales located at 1237 Flammang Drive (former Petco store), be approved for the following reasons:

1. The request would not appear to have a negative impact on the surrounding area.
2. The request would not appear to have a negative impact on traffic conditions in the area.
3. The request is in conformance with the Comprehensive Plan and Future Land Use Map for the area.

With the following conditions:

1. The site is limited to permitted uses in the “C-2” Commercial District and an auto repair shop and sales business.
2. There will be no outside storage of repair vehicles or of materials/parts.
3. There will be no storage containers permitted.
4. No major body work on vehicles will be performed on site.
5. That when any repairs are made to the retaining wall or the parking lot or either the retaining wall or parking lot are reconstructed sidewalks are to be installed along Flammang Drive.

City of Waterloo Planning, Programming and Zoning Commission
September 13, 2022



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1,000 500 0 1,000 Feet

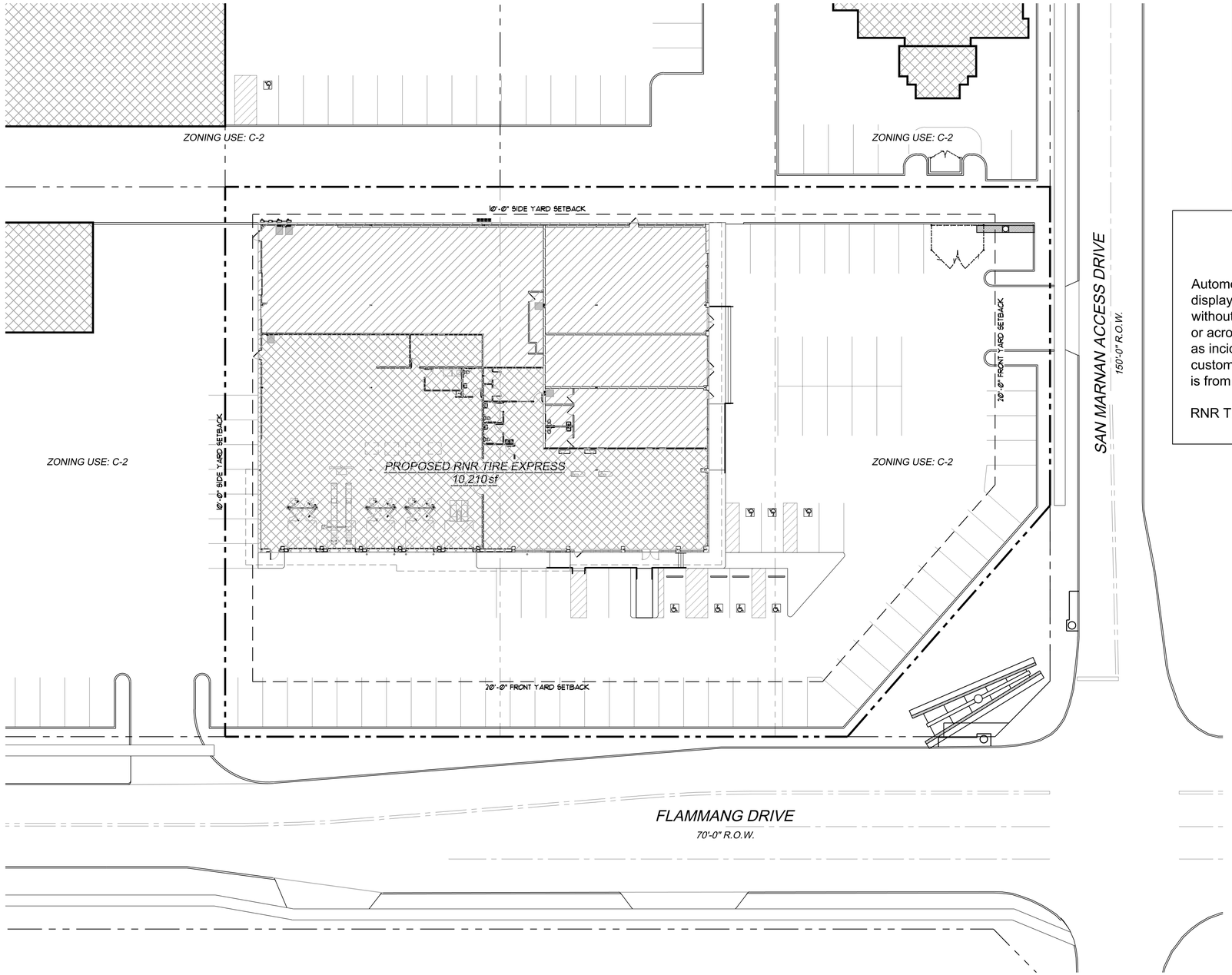
Waterloo Iowa

1237 Flammang Drive
Rezone from "C-2" to "C-2, C-Z"
BCP Development LP

City of Waterloo Planning, Programming and Zoning Commission
September 13, 2022



1237 Flammang
Rezone from "C-2" to "C-2, C-Z"
BCP Development

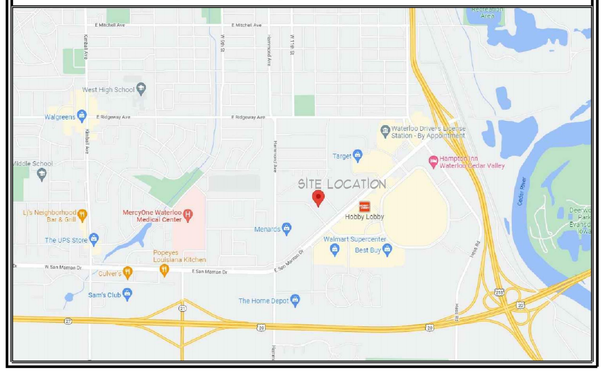


TRUE NORTH

SITE PLAN

SCALE: 1" = 20'-0"

SITE LOCATION MAP



PROPOSED USE COMPLIES WITH C-2 PARAGRAPH #5

Automobile, Motorcycle, Trailer and Farm Implement establishments for display, hire and sales (excluding auctions and not including sales lots without a principal building except for satellite lots when the lot is abutting or across a street from a lot with a principal building including an office), including as incidental to these major uses all repair work in connection with their own and customers' vehicles, but not including uses in which the major source of revenue is from body and fender work.

RNR TIRE EXPRESS DOES NOT PERFORM BODY AND /OR FENDER WORK.

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DATES & REVISIONS:

PRELIMINARY	04.25.22
STUDY #2	05.06.22
STUDY #3	05.09.22
OWNER REVIEW	08.29.22
REZONING	08.31.22

REGISTERED STATES:

OHIO
PENNSYLVANIA
MICHIGAN
INDIANA
ILLINOIS
WISCONSIN
NORTH CAROLINA
SOUTH CAROLINA
IOWA

TRAVIS P. MAYER
1418 OH 60, SUITE #5
VERMILION, OHIO 44089
PHONE : 216.789.8292
MAYERARCHGRP@GMAIL.COM

REGISTERED PROFESSIONAL ARCHITECT — TRAVIS P. MAYER — 6547 — IOWA

TRAVIS P MAYER. LICENSE # 06547

EXPIRES 06.30.23

SITE PLAN

PROPOSED PLAZA REMODEL FOR 1205 FLAMANG PLAZA

1245 FLAMANG DRIVE
WATERLOO, IA 52701

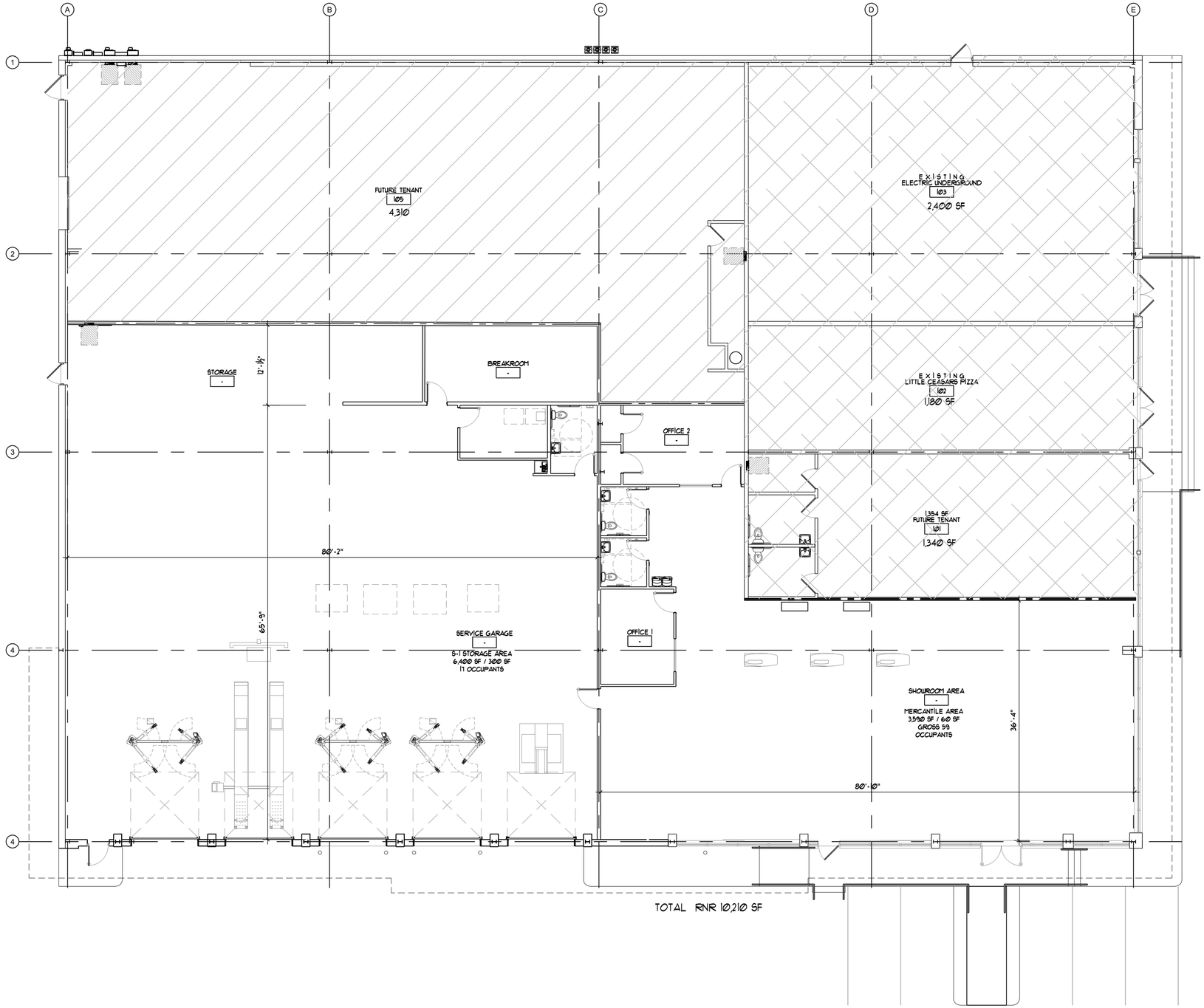
PROJECT NO:	2021-171
DRAWN BY:	
CHECKED BY:	TPM

SHEET NO:

SP-1

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RNR DESIGN STUDY
OVERALL BUILDING FLOOR PLAN
SCALE: 1/8" = 1'-0"

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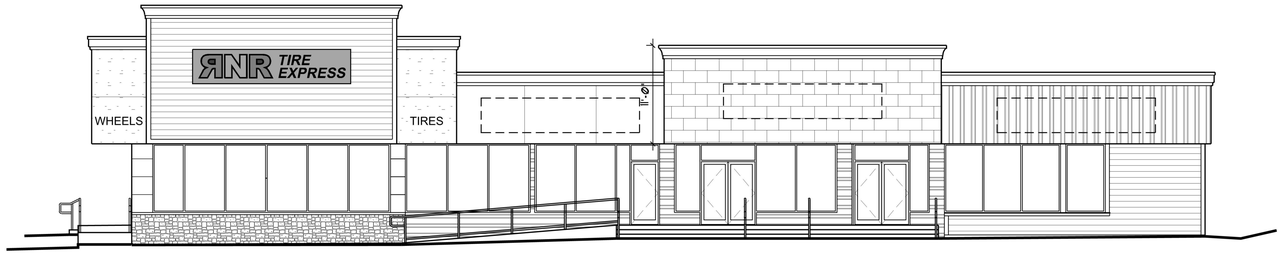
TRAVIS P MAYER. LICENSE # 06547
EXPIRES 06.30.23

OVERALL BUILDING PLAN

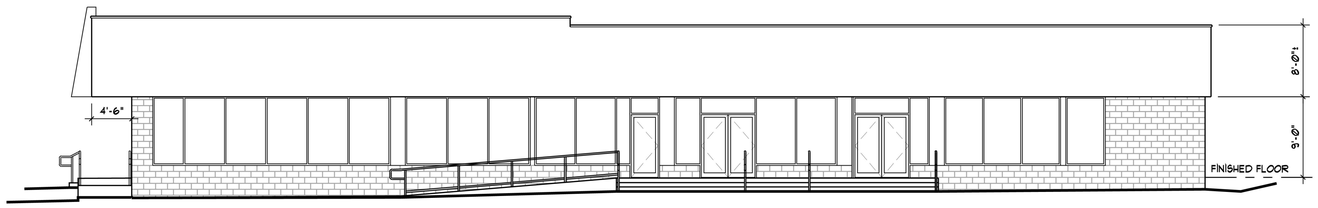
PROPOSED PLAZA REMODEL FOR
1205 FLAMANG PLAZA
1245 FLAMANG DRIVE
WATERLOO, IA 52701

PROJECT NO:	2021-171
DRAWN BY:	
CHECKED BY:	TPM

SHEET NO:
A-0



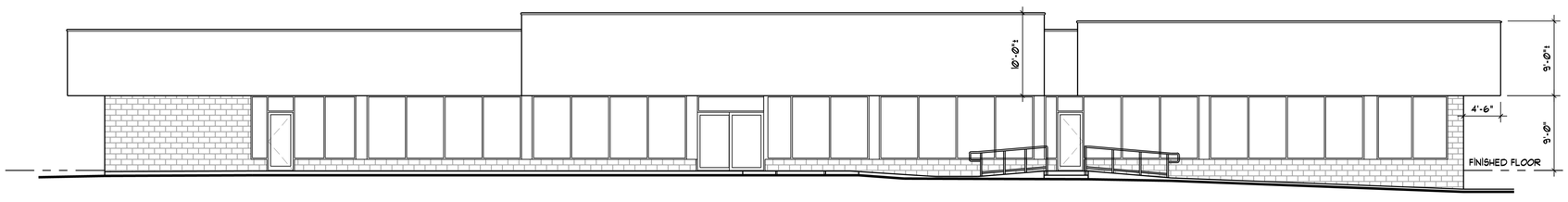
PROPOSED
SOUTHEAST ELEVATION
SCALE: 1/8" = 1'-0"



EXISTING
SOUTHEAST ELEVATION
SCALE: 1/8" = 1'-0"



PROPOSED
SOUTHWEST ELEVATION
SCALE: 1/8" = 1'-0"



EXISTING
SOUTHWEST ELEVATION
SCALE: 1/8" = 1'-0"

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TRAVIS P MAYER. LICENSE # 06547
EXPIRES 06.30.23

EXTERIOR ELEVATIONS

PROPOSED PLAZA REMODEL FOR
1205 FLAMANG PLAZA
1245 FLAMANG DRIVE
WATERLOO, IA 52701

PROJECT NO:	2021-171
DRAWN BY:	NDM
CHECKED BY:	TPM

SHEET NO:
A-1

MAYER ARCHITECTURAL GROUP
ARCHITECTS • DESIGNERS • PLANNERS

Prepared By and Return To: Aric A. Schroeder, City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703

CONDITIONS OF ZONING

WHEREAS Iowa Code Section 414.5 provides for zoning with conditions provided the conditions are agreed to in writing by the property owner prior to adjournment of the hearing by the City Council,

AND WHEREAS, the owners of property in the City of Waterloo currently zoned "C-2" Commercial District and requested to be zoned "C-2, C-Z" Conditional Commercial District, generally located at 1237 Flammang Drive, and legally described as (hereinafter "Property"):

Lot Nos. 1, 2 and 3 in Schukei Commercial Park, Waterloo, Iowa

HEREBY agree to the following conditions on the above-described Property:

1. The site is limited to permitted uses in the "C-2" Commercial District and an auto repair shop and sales business.
2. There will be no outside storage of repair vehicles or of materials/parts.
3. There will be no storage containers permitted.
4. No major body work on vehicles will be performed on site.
5. That when any repairs are made to the retaining wall or the parking lot or either the retaining wall or parking lot are reconstructed sidewalks are to be installed along Flammang Drive.

NOW THEREFORE, it is agreed by the owners that any proposed change in the use or conditions of the Property other than as detailed in this agreement shall first be submitted to the Planning and Zoning Commission, for its recommendation to the City Council who will review and approve the proposed change to the above-described Property.

These conditions have been placed on the above-described Property for the purpose of complying with the regulations and policies of the City of Waterloo. As a result of said covenant, I (we) herein declare that the conditions shall govern the entire Property as described above, which restrictions shall run with the land and be binding on the successors, heirs and assigns, and herein agree: 1) that these conditions shall not prohibit the division or subdivision of said Property in compliance with the City of Waterloo Zoning Ordinance No. 5079 as amended and the City of Waterloo Subdivision Ordinance No. 2997 as amended, however each subdivided part thereof shall be subject to the terms of these conditions, 2) that none of these conditions shall be rescinded or altered without the approval of the City Council of the City of Waterloo as outlined above. It is further understood that these conditions shall not be deemed a limitation or repeal of any other conditions, restrictions, or covenants placed on the above-described Property.

Agreed to this 27th day of September, 2022

Property Owner

Waterloo ND LLC
By: Kyle Freier
Its: Treasurer

On this 27th day of Sept., 2022, before me, the undersigned, a Notary Public in and for the State of ND, personally appeared Kyle Freier to me known to be the identical person(s)

named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

SEAL TONYA BISHOP
Notary Public
State of North Dakota
My Commission Expires October 17, 2022

Notary Public in and for the State of MO

Rezone Applicant

BCP Development LP – Dr. Robert A. Behar
By:
Its:

On this _____ day of _____, 2022, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me known to be the identical person(s) named herein and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

SEAL

Notary Public in and for the State of _____

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

1. APPLICATION INFORMATION:

a. Applicant's name (please print): BCP Development LP - Dr. Robert A Behar
Address: 5555 San Felipe St #1135 Phone: 346-247-7000 Fax:
City: Houston State: TX Zip: 77056
Email: mary.benge@summitcp.com

b. Status of applicant: (a) Owner ( ) (b) Other (•) (SELECT ONE): If other explain: possible new owner

c. Property owner's name if different than above (please print): Waterloo ND, LLC - Kyle Freier
Address: 4609 33rd Ave. S #400 Phone: 701-281-9500 Fax:
City: Fargo State: ND Zip: 58104
Email: kyler@crilsuranicompanies.com

2. PROPERTY INFORMATION:

a. General location of property to be rezoned: 1237 Flammang Drive, Waterloo, IA 50702

b. Legal description of property to be rezoned:
Lot nos. 1, 2 and 3 in Schukei Commercial Park, Waterloo, Blackhawk County, IA

c. Dimensions of Proposed Zoning Boundary (Excluding Right of Way):

d. Area of Proposed Zoning Boundary (Excluding Right of Way):

e. Current zoning: C-2 Requested zoning: C-2, C-x

f. Reason(s) for rezoning and proposed use(s) of property: Applicant would like to operate a light automotive use at the stated location - sales and installation of tires and wheels, brake and alignments; no body or engine work; no oil changes

g. Conditions (if any) agreed to: N/A

h. Other pertinent information (use reverse side if necessary): N/A

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

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

Signature of Applicant — Date: 8/10/2022

Signature of Owner — Date: 8/11/22

Legal Description:

Lot Nos. 1, 2 and 3 in Schukei Commercial Park, Waterloo, Iowa

CITY OF WATERLOO

Council Communication

Request by SKS Communications for a Site Plan Amendment in the "B-P" Business Park District to construct a 2,400 square foot office building, with related parking, located northeast of 3173 Titan Trail.

City Council Meeting: 11/7/2022
Prepared: 10/25/2022

ATTACHMENTS:

Description	Type
Council Packet	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments and recommendation of approval of Planning, Programming and Zoning Commission.
Motion to receive, file, consider, and pass for the first time an Ordinance amending Ordinance No. 5079, as amended, City of Waterloo Zoning Ordinance, by amending the Official Zoning Map referred to in Section 10-4-4, to approve a request by the SKS Communications for a site plan amendment to the "B-P" Business Park District to construct a 2,400 square foot office building.
Motion to suspend the rules.
Motion to consider and pass for the second and third times and adopt said ordinance.

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

Recommended Action: Approval

Summary Statement:

Transmitted is request by SKS Communications for a site plan amendment in the "B-P" Business Park District to construct a 2,400 square foot office building, with related parking, located northeast of 3173 Titan Trail.

The new office building is for a communications business that will have up to seven employees on site. The type of use requires eight parking stalls and nine are shown on the site plan.

The Planning and Zoning Commission reviewed the request at their meeting on October 11, 2022 and recommended approval. The request was initially supposed to be reviewed by that commission on September 26, 2022, however, the meeting was postponed due to the lack of a quorum.

The request would not appear to negatively affect the surrounding neighborhood or land use, which consists or commercial and light industrial uses. The new building is post-frame construction, but it will have all steel siding with three feet of wainscoting, which is normally a different color, on

Neighborhood Impact:	the bottom of the sidewalls. The new building is located directly northeast and abutting 3173 Titan Trail (Gubbels One Hour Heating and Cooling). Gubbels has split faced concrete on parts of the first level of the building facing Titan Trail, Cyclone Drive and their parking lot, with the remainder of those walls being steel. Heartland Vineyard Church, located 3211 Titan Trail has EIFS on all of their outside walls with additional design elements at the building entrance and a color stripe around the building near the top of the walls. Warren Transport is under construction of a new headquarters and shop and that entire building is constructed out of tip-up concrete. All the principal buildings in the nearby area have a masonry and/or EIFS design element added to them and design elements need to be considered for the new building so it is more compatible with buildings in the area. Staff is recommending a condition that additional aesthetically pleasing design elements are added to the building to keep the building in character with other buildings in the area, such as masonry block or EIFS systems on the buildings walls that face Titan Trail and Highway 63. The subdivision has private deed restrictions that require specific materials for the appearance, which include masonry and EIFS.
Data/Analysis and Strategies:	Zoning, Land Use and Economic Development.
Expenditure Required/Source of Funds:	None
Legal Descriptions:	Parcel “H” according to Plat of Survey filed 9/06/2022 as Doc. No. 2023-3984, being a part of Lot 1, Greenbelt Centre Plat No. 2, in the City of Waterloo, Black Hawk County, Iowa.

REQUEST:	Request by SKS Communications for a site plan amendment in the "B-P" Business Park District to construct a 2,400 square foot office building, with related parking, located northeast of 3173 Titan Trail.
APPLICANT:	SKS Communications (Krystal Schmitz), 121 Meadow Lane, La Porte City, Iowa, 50651.
GENERAL DESCRIPTION:	The new office building will be 30' x 80' with seven employees for a communications business, with a nine-stall parking lot. SKS Communications is currently located at 10 West 4th Street in Downtown Waterloo.
IMPACT ON NEIGHBORHOOD & SURROUNDING LAND USE:	The request would not appear to negatively affect the surrounding neighborhood or land use, which consists or commercial and light industrial uses. The new building is post-frame construction, but it will have all steel siding with three feet of wainscoting, which is normally a different color, on the bottom of the sidewalls. The new building is located directly northeast and abutting 3173 Titan Trail (Gubbels One Hour Heating and Cooling). Gubbels has split faced concrete on parts of the first level of the building facing Titan Trail, Cyclone Drive and their parking lot, with the remainder of those walls being steel. Heartland Vineyard Church, located 3211 Titan Trail has EIFS on all of their outside walls with additional design elements at the building entrance and a color stripe around the building near the top of the walls. Warren Transport is under construction of a new headquarters and shop and that entire building is constructed out of tip-up concrete. All the principal buildings in the nearby area have a masonry and/or EIFS design element added to them and design elements need to be considered for the new building so it is more compatible with buildings in the area.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The request would not appear to have a negative impact on vehicular or pedestrian traffic movements in the area. The new building will be addressed from Titan Trail, which is classified as a Local Street, which has access to West Ridgeway Avenue (Minor Arterial) to the north, and Highway 63 (Principal Arterial) via Cyclone Drive. The request would not appear to negatively impact pedestrian conditions in the area.
RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY:	The Sergeant Road Recreational Trail run parallel to Highway 63, southbound, which connected to the greater trail network in the area. There is sidewalk located along Titan Trail and it will have to be extended along the frontage of the new lot when it is developed.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	The property was rezoned from "M-2,P" Planned Industrial District to "B-P" Business Park on March 3, 2003 by Ordinance 4899.

Surrounding land uses and their zoning designations are as follows:

North – Building First Source (building materials store), zoned "M-2,P" Planned Industrial District.

South – Gubbels Heating and Cooling and Heartland Vineyard Church, zoned "B-P" Business Park.

East – Highway 63 and light industrial development on Marine Avenue, zoned "A-1" Agricultural District and "M-1" Light Industrial District

West – Warren Transport's new headquarters and shop that is under construction, zoned "B-P" Business Park.

DEVELOPMENT HISTORY:

The area has seen developments occur as long ago as 1980 when 2015 West Ridgeway Avenue was constructed to 2022 with Warren Transport's new headquarters and shop under construction directly across the street from the proposed building. The area is comprised of professional office and commercial uses.

BUFFERS/ SCREENING/ LANDSCAPING REQUIRED:

There is no buffering or screening required as a part of this request.

The City's Landscaping Ordinance has four requirements based on a point's schedule based on the type and size of tree or shrub at the time of planting that shall be addressed with new construction projects, and they are as follows:

- Landscape Area and Planting Requirements, which is based on the amount of greenspace on site.
- Street Tree Plantings, which requires 1.5 points per linear foot of street frontage.
- Vehicular Use Area Plantings requires .04 points per square foot of the vehicular use area.
- Tree Plantings, which requires that no less than 65 percent of the plantings be trees.

The greenspace of the property is approximately 64.8 percent and this requires .015 points per square foot of the lot area, and lower the amount of greenspace, the multiplier increases. The lot is 21,780 square feet, multiplied by .015 and the overall points necessary is 327 points. The vehicular use area is approximately 4,487 square feet and 180 points are required based on the multiplier of .04 points per square foot. The lot has 79.43' of frontage along Titan Trail and 120 points are required along the frontage at 1.5 points per linear foot. The overall landscaping points needed is 327 points and the points required in the form of trees is 213, which is 65 percent of 327.

The landscaping ordinance does allow a planting to count towards more than one requirement with an example being a tree that's planted within five feet of the vehicular use area and along the

street frontage of the lot will count towards both vehicular use area points and street tree points.

DRAINAGE: A storm water detention plan is required and normally is reviewed during the building permit review process. The proposed use would not appear to negatively impact drainage in the area and Titan Trail has a 15" storm sewer that will take the controlled runoff from the property. The water detention area is shown in front of the building.

FLOODPLAIN: The Zone X, 500 Year Floodplain touches a small portion of the front of the lot as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 and Panel Number 0284F, dated July 18, 2011. There are no special requirements to build in this flood designation.



PUBLIC /OPEN SPACES/ SCHOOLS:

Lou Henry Elementary School and Hoover Middle School are located approximately two miles to the east at the intersection of Colby Road and Rachael Street.

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

The following public utilities are located in Titan Trail and available to serve the site:

- 12” sanitary sewer.
- 15” storm sewer.
- 12” water main.

A 15’ utility easement is located along the frontage of the lot. All public utilities are in the right-of-way, but there may be private utilities within said easement.

RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN:

The Future Land Use Map designates this area as *Business Park.* The Comprehensive Plan defines Business Park Uses as follows:

> *“Business Park use designations have been created to signify large development sites for professional offices, commercial uses and light industrial uses that are compatibly designed. Compatibly designed shall include, but not limited to, no outside storage, building design, as well as development layout. Each site will be evaluated on an individual bases for these criteria compatibility.”*

The proposed site plan amendment would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.

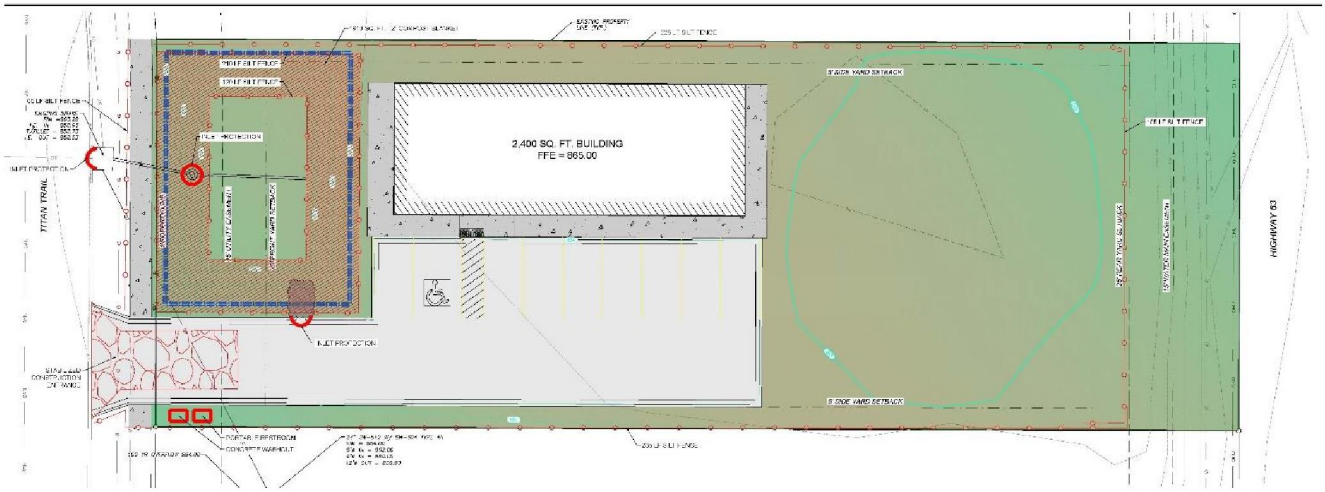
STAFF ANALYSIS – ZONING ORDINANCE:

The “B-P” Business Park District is intended and designed to provide a means for commercial and compatible light industrial development of tracts of land on a unit bases, allowing greater flexibility and diversification of land uses and building locations. It is the intent of the “B-P” that basic principles of good land use planning are maintained and that sound zoning standards are set forth concerning orderly growth, development, traffic patterns, and compatible design and use be preserved.

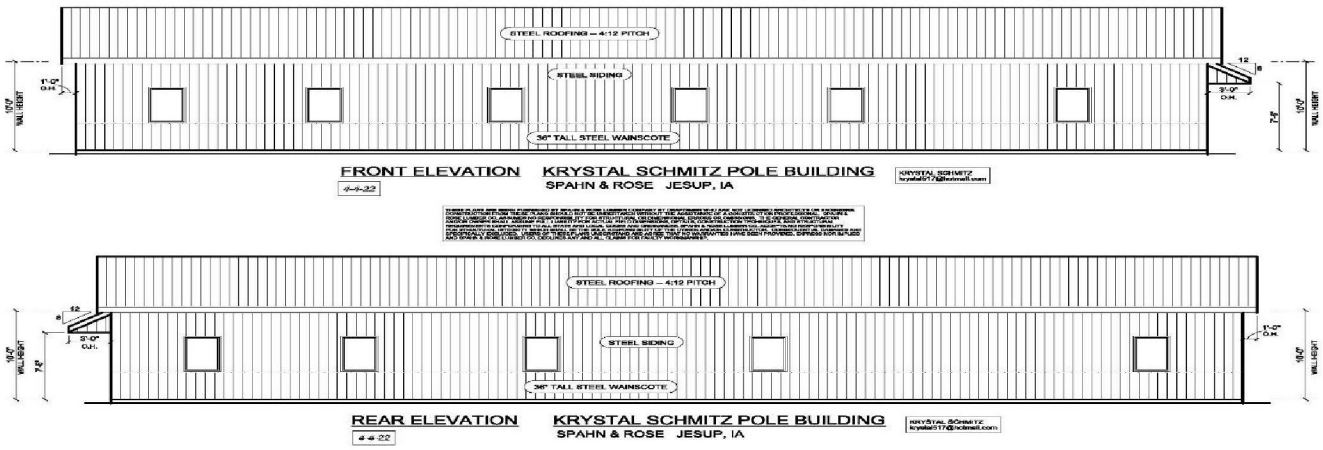
A 2,400 square foot professional office building with a nine-stall parking lot for a communications business is proposed northeast of 3173 Titan Trail. The office will have up to seven employees on site and professional office under 50,000 square feet requires one parking space per 300 square feet of floor area. Approximately 189 square feet will be used for mechanical and storage and this area can be subtracted from the parking requirements. There will be 2,211 square feet for business use operations, divided by 300 comes out to be 7.37 parking stalls, but this number is rounded up to eight required parking stalls. Nine parking stalls are shown on the site plan, an excess of one space.

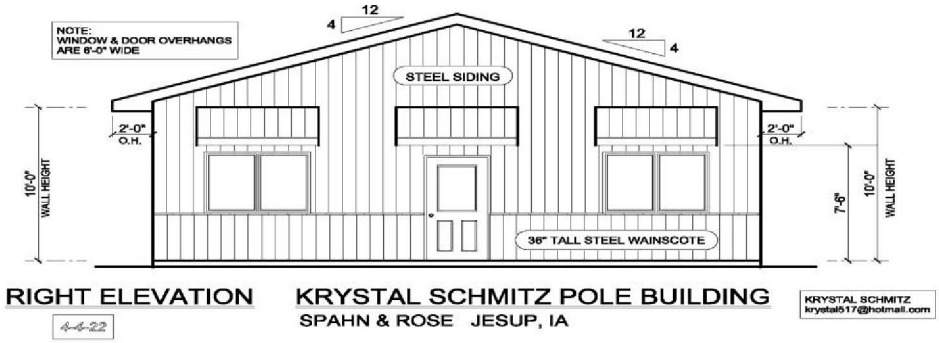
The new building has approximately a 55’ setback from the front property line and a side yard setback of 10’ from the northeast property line. At it is closest point, the parking area is 5’ from the property line, which meets the minimum setback requirements.

Gubbels Heating and Cooling has a setback of approximately 35' from the property line along Titan Trail.



As mentioned, all the principal buildings in the nearby area have a masonry and/or EIFS design element added to them and design elements need to be considered for the new building so it is more compatible with buildings in the area. Builder's First Source, located at 2015 West Ridgeway Avenue, was built in 1980 and there is EIFS on the front of that building facing towards West Ridgeway Avenue. There are accessory building at that location that are all metal, however, the principal building has design elements incorporated into it. Design elements need to be considered to ensure the new building is in character with other buildings in the area.

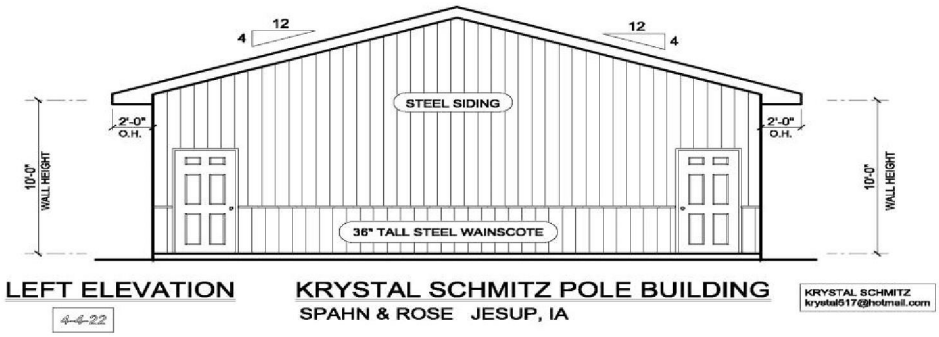




RIGHT ELEVATION KRYSTAL SCHMITZ POLE BUILDING
4-4-22 SPAHN & ROSE JESUP, IA

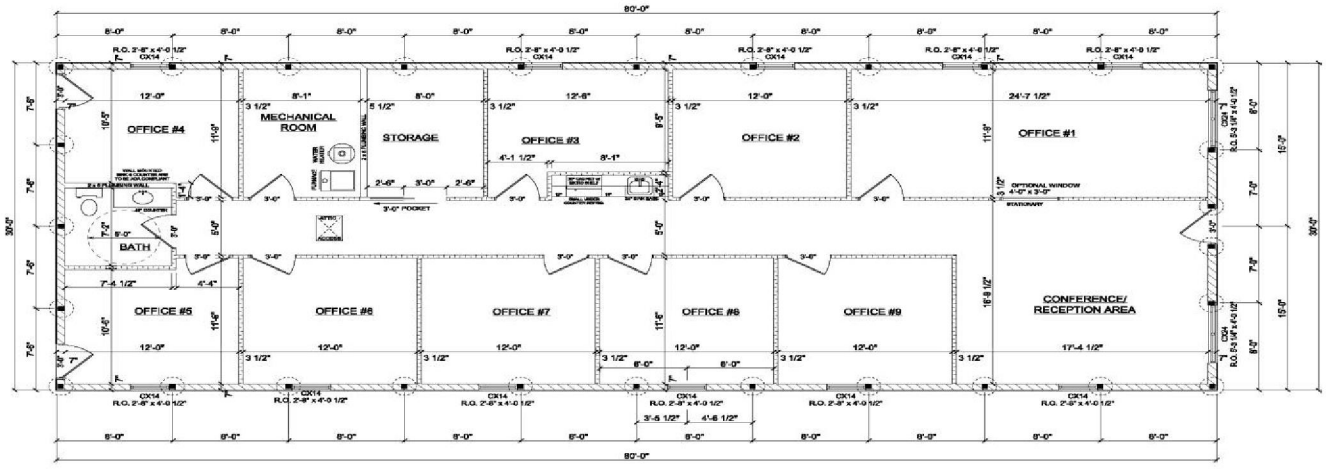
KRYSTAL SCHMITZ
krystal517@hotmail.com

THESE PLANS ARE BEING FURNISHED BY SPAHN & ROSE LUMBER COMPANY BY DRAFTSMEN WHO ARE NOT LICENSED ARCHITECTS OR ENGINEERS. CONSTRUCTION FROM THESE PLANS SHOULD NOT BE UNDERTAKEN WITHOUT THE ASSISTANCE OF A CONSTRUCTION PROFESSIONAL. SPAHN & ROSE LUMBER CO. ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE GENERAL CONTRACTOR AND/OR OWNER SHALL ASSUME FULL LIABILITY FOR ACTUAL FIELD DIMENSIONS, DETAILS, CONSTRUCTION TECHNIQUES, AND STRUCTURAL REQUIREMENTS CONFORMING TO ALL STATE AND LOCAL CODES AND ORDINANCES. SPAHN & ROSE LUMBER CO. ACCEPTS NO RESPONSIBILITY FOR STRUCTURAL INTEGRITY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER AND/OR CONSTRUCTOR. CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED. USERS OF THESE PLANS UNDERSTAND AND AGREE THAT NO WARRANTIES HAVE BEEN PROVIDED, EXPRESS NOR IMPLIED AND SPAHN & ROSE LUMBER CO. DECLINES ANY AND ALL CLAIMS FOR FAULTY WORKMANSHIP.



LEFT ELEVATION KRYSTAL SCHMITZ POLE BUILDING
4-4-22 SPAHN & ROSE JESUP, IA

KRYSTAL SCHMITZ
krystal517@hotmail.com



POLE LAYOUT KRYSTAL SCHMITZ POLE BUILDING
4-4-22 SPAHN & ROSE JESUP, IA

KRYSTAL SCHMITZ
krystal517@hotmail.com

VERIFY LOCATION & END USE OF BUILDING WITH AUTHORITY HAVING JURISDICTION. CONSTRUCTION DRAWINGS AND STRUCTURAL REQUIREMENTS CONFORMING TO ALL STATE & LOCAL CODES & ORDINANCES SHOULD BE VERIFIED BY A LICENSED ENGINEER OR ARCHITECT.

THESE PLANS ARE BEING FURNISHED BY SPAHN & ROSE LUMBER COMPANY BY DRAFTSMEN WHO ARE NOT LICENSED ARCHITECTS OR ENGINEERS. CONSTRUCTION FROM THESE PLANS SHOULD NOT BE UNDERTAKEN WITHOUT THE ASSISTANCE OF A CONSTRUCTION PROFESSIONAL. SPAHN & ROSE LUMBER CO. ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE GENERAL CONTRACTOR AND/OR OWNER SHALL ASSUME FULL LIABILITY FOR ACTUAL FIELD DIMENSIONS, DETAILS, CONSTRUCTION TECHNIQUES, AND STRUCTURAL REQUIREMENTS CONFORMING TO ALL STATE AND LOCAL CODES AND ORDINANCES. SPAHN & ROSE LUMBER CO. ACCEPTS NO RESPONSIBILITY FOR STRUCTURAL INTEGRITY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER AND/OR CONSTRUCTOR. CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED. USERS OF THESE PLANS UNDERSTAND AND AGREE THAT NO WARRANTIES HAVE BEEN PROVIDED, EXPRESS NOR IMPLIED AND SPAHN & ROSE LUMBER CO. DECLINES ANY AND ALL CLAIMS FOR FAULTY WORKMANSHIP.

STAFF ANALYSIS – SUBDIVISION ORDINANCE:	No platting is needed for this request. The applicant turned in a plat of survey to split the half-acre lot from the parcel and staff has approved the split.



Picture 1: Location of proposed Site Plan Amendment



Picture 2: 3173 Titan Trail



Picture 3: Looking north from 3173 Titan Trail



Picture 4: Under construction Warren Transport.

STAFF RECOMMENDATION:

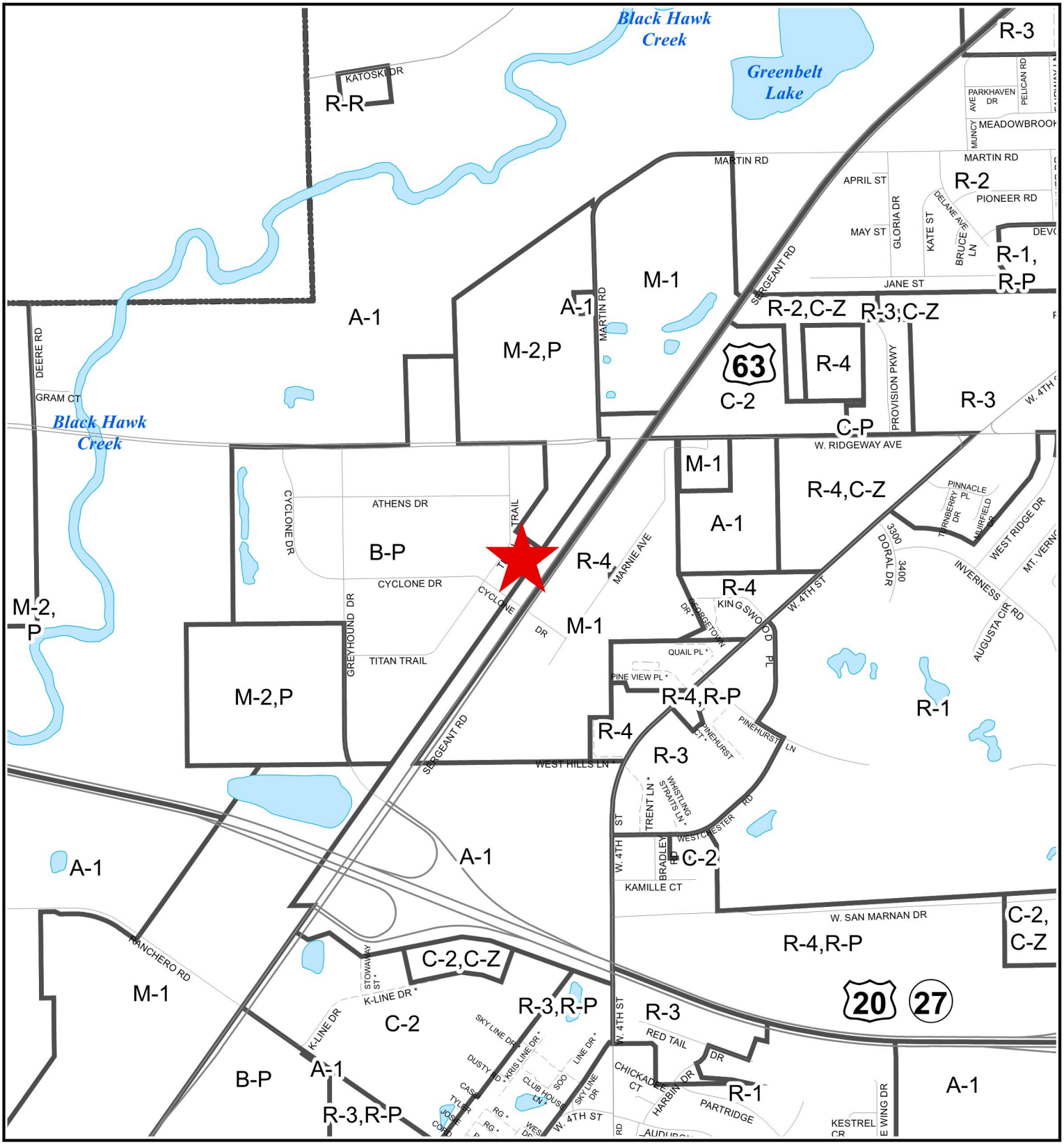
Therefore, staff recommends that the request for a site plan amendment to the “B-P” Business Park District for a 2,400 square foot office building and nine stall parking lot, located northeast of 3173 Titan Trail, be approved for the following reasons:

1. The request would fit in with other uses in the area, which is primarily comprised of professional office and commercial uses.
2. The request would not appear to have a negative impact upon the surrounding area.
3. The request would not appear to have a negative impact upon vehicular and pedestrian traffic in the area.
4. The request is in conformance with the Future Land Use Map and Comprehensive Plan for this area, which designates it as *Business Park.*

Subject to the following condition(s):

1. That the final site plan meets all applicable city codes, including but not limited to, parking, landscaping, drainage, etc., except as specifically altered by approval of the site plan amendment.
2. That additional aesthetically pleasing design elements are added to the building to keep the building in character with other buildings in the area, such as masonry block or EIFS systems on the buildings walls that face Titan Trail and Highway 63.

City of Waterloo Planning, Programming and Zoning Commission
September 26, 2022



North of 3173 Titan Trail
Site Plan Amendement
SKS Communications

City of Waterloo Planning, Programming and Zoning Commission
September 26, 2022

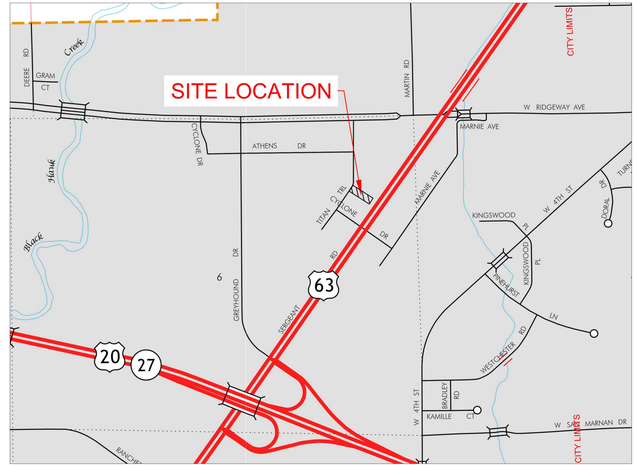


North of 3173 Titan Trail
Site Plan Amendment
SKS Communications

CITY OF WATERLOO, IOWA
BLACK HAWK COUNTY
PLANS FOR THE PROPOSED BUILDING AND SITE PLAN CONSTRUCTION OF THE SKS BUILDING ON THE 3100 BLOCK OF TITAN TRAIL

PREPARED BY VJ ENGINEERING
SEPTEMBER, 2022





LAND USE:
TOTAL BUILDING AREA (EXISTING + PROPOSED) = 2,400 SQ. FT.

TOTAL SITE AREA = 0.50 ACRES
EXISTING IMPERVIOUS AREA = 0.00 ACRES
TOTAL IMPERVIOUS AREA = 0.176 ACRES
SITE IS 35.2% IMPERVIOUS

FINISHED FLOOR ELEVATION:
FFE = 864.50

OWNER/APPLICANT:
SKS COMMUNICATIONS
10 W. 4TH STREET, SUITE 10, WATERLOO, IA 50701

SITE PLAN PREPARED BY:
VJ ENGINEERING
1501 TECHNOLOGY PARKWAY SUIT 100,
CEDAR FALLS, IOWA 50613

PROJECT SITE ADDRESS:
PARCEL "H" PART OF LOT 1 GREENBELT CENTER PLAT NO. 2
4710 CEDAR HEIGHTS DRIVE, CEDAR FALLS, IA

CURRENT ZONING:
B-P BUSINESS PARK DISTRICT

LEGEND		
Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
000	000	CONTOUR LINE
E	E	ELECTRIC LINE
X	X	FENCE LINE
FO	FO	FIBER LINE
G	G	GAS LINE
OHU	OHU	OVERHEAD UTILITY LINE
SAN	SAN	SANITARY SEWER LINE
		SILT FENCE LINE
ST	ST	STORM SEWER LINE
T	T	TELEPHONE LINE
TV	TV	TELEVISION LINE
W	W	WATER LINE
		PROPERTY CORNER
		BENCH MARK
		CONIFEROUS TREE
		DECIDUOUS TREE
		GAS MANHOLE
		GAS VALVE
		SANITARY MANHOLE
		SIGN
		STORM INTAKE
		STORM MANHOLE
	T	TELEPHONE PEDESTAL
		UTILITY POLE
		WATER HYDRANT
		WATER SHUT OFF
		WATER VALVE

INDEX OF SHEETS		
SHEET. NO.	SHEET NAME	REVISION DATE
1	COVER SHEET	
2	QUANTITIES AND ESTIMATE REFERENCE	
3	EXISTING CONDITIONS AND DEMO	
4	CIVIL SITE PLAN	
5	SITE DETAILS	
6	STORM WATER POLLUTION PREVENTION PLAN	

NOTE: SCALE NOTED ON TITLE BLOCK RELATES TO FULL-SIZED PLOTS (22x34).

UTILITY STATEMENT
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES DECLARE THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE.

THE CONSTRUCTION OF THE SANITARY SEWER, STORM SEWER, AND WATER SYSTEMS SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR MUNICIPAL IMPROVEMENTS WITHIN THE CITY OF WATERLOO, IOWA, AND THE STATEWIDE URBAN DESIGNS AND SPECIFICATIONS (SUDAS),

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TOLL FREE
CALL - BEFORE - YOU - DIG

LICENSED PROFESSIONAL ENGINEER
Licensed
22647
Daniel M.
Arends
IOWA

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

DANIEL M. ARENDS, P.E. DATE

License number 22647

My license renewal date is December 31, 2022

Pages or sheets covered by this seal:

All sheets in Index

PRELIMINARY

228097

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

SKS COMMUNICATIONS
3100 BLOCK TITAN TRAIL
WATERLOO, BLACK HAWK COUNTY, IOWA

CIVIL COVER SHEET

1 OF 6

Scale
1"=20'

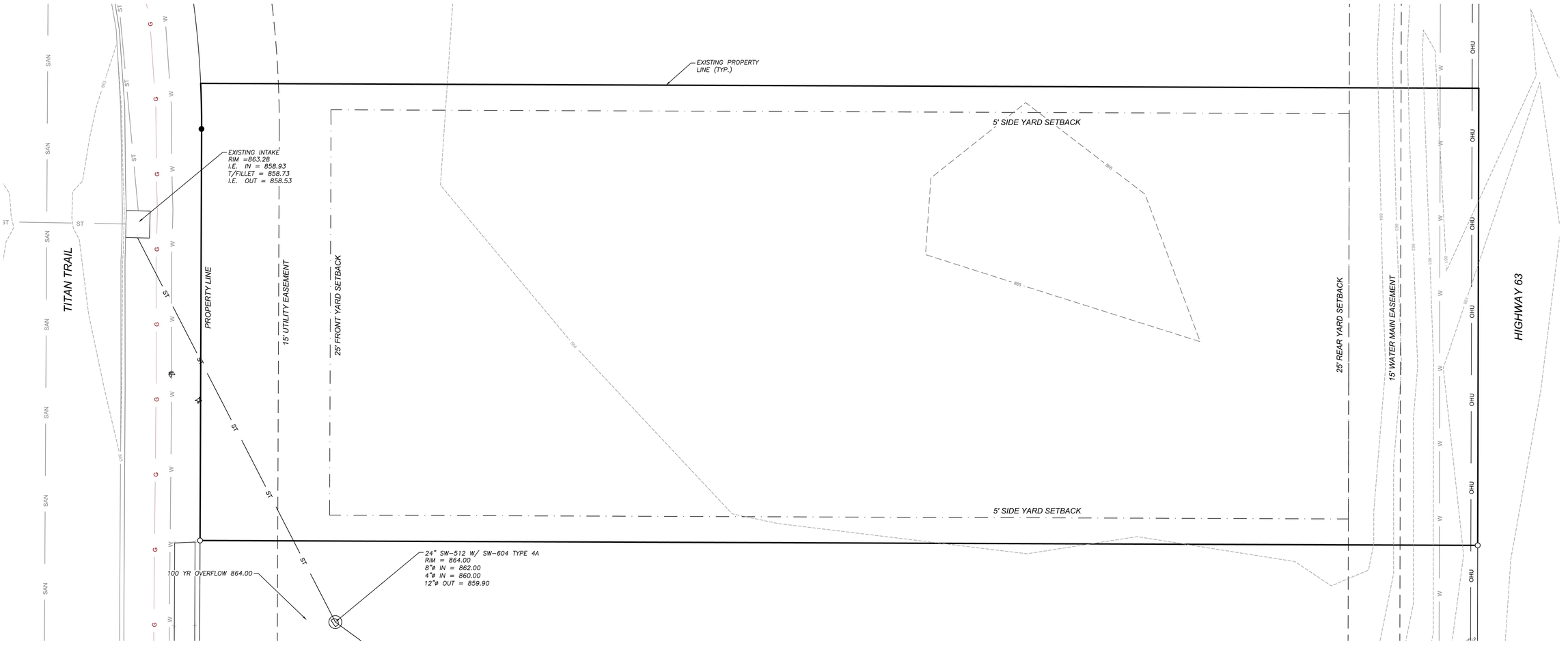
Drawn
SJC

Reviewed
DMA

Date
2022.09.14

Revisions

228097



GENERAL DEMOLITION NOTES:

1.) ALL ITEMS NOTED FOR REMOVAL SHALL BE INCLUDED IN THE CONTRACT FOR GENERAL CONSTRUCTION.

2.) LIMITS OF REMOVAL SHOWN ON DEMOLITION PLAN ARE APPROXIMATE. ACTUAL QUANTITIES MAY DIFFER DUE TO FIELD CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION, REMOVAL AND RESTORATION WORK.

3.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL NOTED MATERIALS FROM SITE AND DISPOSING OF THEM IN AN APPROVED METHOD.

4.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED PERMITS FOR DEMOLITION AND DISPOSAL. BONDING AND PERMIT FEES SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

5.) ITEMS NOTED FOR REMOVAL SHALL INCLUDE ANY UNDERGROUND COMPONENT INCLUDING, BUT NOT LIMITED TO: FOUNDATION, SLABS, TREE ROUTS, PIPES, WIRES, AND ANY OTHER MATERIAL.

6.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PLUGGING EXISTING UTILITIES. IN THE CASE THAT THE CONTRACTOR IS NOT ABLE TO CUT AND PLUG THE EXISTING UTILITY THEY SHALL BE REQUIRED TO COORDINATE WITH THE EXISTING UTILITY COMPANY. (ALL SERVICES MAY NOT BE SHOWN ON THIS DRAWING).

7.) BACKFILL EXCAVATIONS RESULTING FROM DEMOLITION SHALL BE MEET REQUIREMENTS PROVIDED BY GEO-TECHNICAL ENGINEER.

8.) THE CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT TO PROVIDE A CLEAN (MATCH TO EXISTING SAW-CUTS WHEN POSSIBLE).

9.) UPON COMPLETION OF SITE DEMOLITION THE PROPERTY SHALL BE CLEAN AND CLEAR SITE WITH DEVOID OF ALL NOTED ITEMS FOR REMOVAL.

Fema Information:

Zone X - Areas of 0.2% annual chance flood: areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood - Per Fema Firm Panel 19013C0284F effective 07/18/2011.

PROPERTY INFORMATION:

Parcel "H" Legal Description:

The Southwesterly 353.25 feet in even width of Lot 1, Greenbelt Centre Plat No. 2, in the City of Waterloo, Black Hawk County, Iowa, except the Southwesterly 265.00 feet in even width of said Lot 1, containing 0.50 acres.

LEGEND

Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
500	000	CONTOUR LINE
E	E	ELECTRIC LINE
X	X	FENCE LINE
FO	FO	FIBER LINE
G	G	GAS LINE
OHU	OHU	OVERHEAD UTILITY LINE
X-SAN	X-SAN	SANITARY SEWER LINE
		SILT FENCE LINE
X-ST	X-ST	STORM SEWER LINE
T	T	TELEPHONE LINE
TV	TV	TELEVISION LINE
X-W	X-W	WATER LINE
		PROPERTY CORNER
		BENCH MARK
		CONIFEROUS TREE
		DECIDUOUS TREE
		GAS MANHOLE
		GAS VALVE
		SANITARY MANHOLE
		SIGN
		STORM INTAKE
		STORM MANHOLE
		TELEPHONE PEDESTAL
		UTILITY POLE
		WATER HYDRANT
		WATER SHUT OFF
		WATER VALVE

NORTH

0 20' 40'

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VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

SKS COMMUNICATIONS
3100 BLOCK TITAN TRAIL
WATERLOO, BLACK HAWK COUNTY, IOWA

EXISTING CONDITIONS AND DEMOLITION PLANS

3 OF 6

Scale 1"=10'

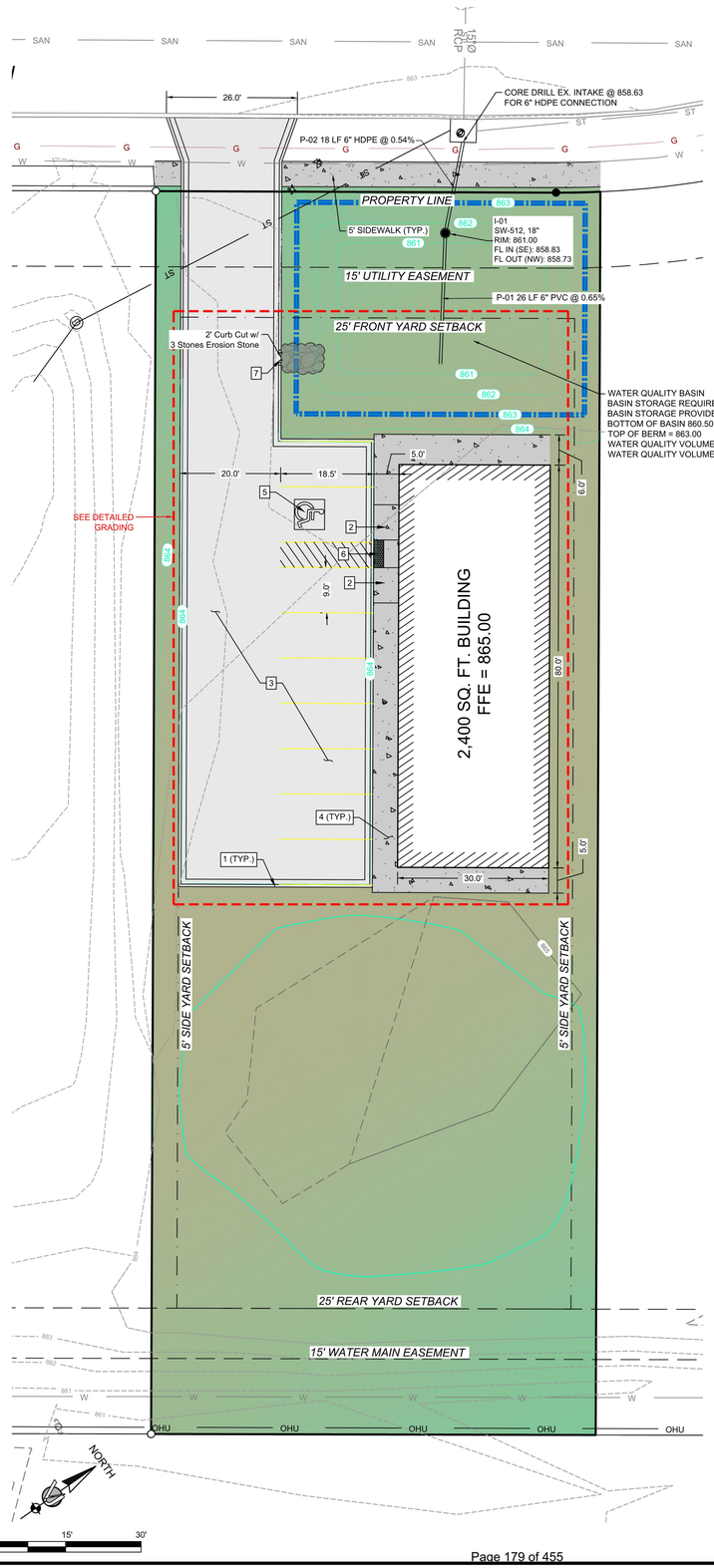
Drawn SJC

Reviewed DMA

Date 2022.09.14

Revisions

228097



GENERAL GRADING, EARTHWORK, AND DRAINAGE NOTES:

1.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE STRIPPING AND REMOVING EXCESS TOPSOIL FROM THE SITE. ANY TOPSOIL THAT CANNOT BE USED ON THE SITE SHALL BE HAULED OFF-SITE AT THE CONTRACTOR'S EXPENSE. AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE THE CONTRACTOR MAY DISPOSE OF EXCESS TOPSOIL BY BURYING ON SITE IN LANDSCAPE AREAS.

2.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL VEGETATION AND ORGANIC MATERIALS FROM THE SITE THAT RESULTS FROM CLEARING & GRUBBING ACTIVITIES.

3.) THE CONTRACTOR SHALL BE RESPONSIBLE FOR STRUCTURAL FILL MATERIALS IF SUITABLE MATERIAL IS NOT AVAILABLE ON SITE. TESTING OF SUITABLE MATERIAL SHALL BE THE CONTRACTOR'S RESPONSIBILITY. DISPOSAL OF ALL EXCESS OR UNSUITABLE MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND AT THEIR EXPENSE.

4.) THE CONTRACTOR SHALL PROVIDE 8" OF TOPSOIL (MINIMUM) IN ALL DISTURBED AREAS THAT ARE NOT TO BE PAVED. FINAL GRADES SHOULD BE SMOOTHLY FINISHED AND ENSURE POSITIVE DRAINAGE. PRIOR TO RE-SPREADING, TOP SOIL SHALL BE SCREENED TO BE FREE OF SUBSOIL, DEBRIS, AND STONES.

5.) WHERE SHEET DRAINAGE FLOWS FROM LANDSCAPED AREAS ONTO PAVED AREAS, THE FINISHED GRADE OF THE LANDSCAPE AREA SHALL BE 1/2 INCH ABOVE THE TOP WHERE SHEET DRAINAGE FLOWS FROM PAVEMENT TO LANDSCAPED AREAS, THE FINISHED GRADE IN THE LANDSCAPE AREA SHALL BE 1/2 INCH BELOW THE PAVEMENT.

6.) ALL SPOT ELEVATIONS SHOWN INDICATE FINISHED GRADE UNLESS OTHERWISE NOTE.

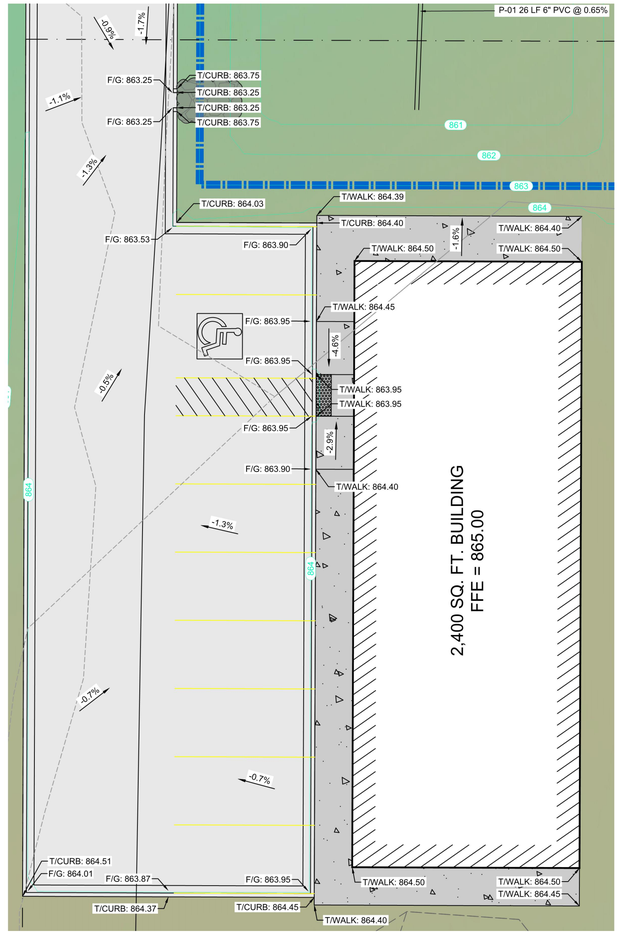
7.) PROVIDE POSITIVE DRAINAGE IN ALL AREAS AND AWAY FROM ALL BUILDINGS.

8.) THE CONTRACTOR SHALL DETERMINE EXACT QUANTITIES OF CUT AND/OR FILL FOR ESTIMATING AND CONSTRUCTION. THE CONTRACTOR SHALL ALERT THE ENGINEER OF ANY EXCESSIVE CUT AND /OR FILL DISCOVERED DURING EARTHWORK OPERATIONS.

9.) THE CONTRACTOR SHALL ADJUST TOPS OF ALL STRUCTURES TO MATCH FINAL GRADE AS NEEDED.

10.) THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL SAFETY REQUIREMENTS ON-SITE, AS WELL AS THE PROTECTION OF ALL UTILITIES AND/OR STRUCTURES DURING EARTHWORK GRADING PROCEDURES.

11.) THE ALL GRADES IN PAVED AREAS, RAMPS, AND SIDEWALKS IN THE VICINITY OF HANDICAP PARKING AND ACCESS AREAS AND SHALL COMPLY WITH FEDERAL, STATE, AND LOCAL CODES.



SITE KEYNOTES:

1 6" STANDARD CURB AND GUTTER
-REFER TO DETAIL ON SHEET 5 OF 6

2 ADA RAMP
-REFER TO DETAIL ON SHEET 5 OF 6

3 6" PCC PAVEMENT SECTION
-REFER TO DETAIL ON SHEET 5 OF 6

4 4" PCC SIDEWALK
-REFER TO DETAIL ON SHEET 5 OF 6

5 ADA PARKING SYMBOL
-REFER TO DETAIL ON SHEET 5 OF 6

6 DETECTABLE WARNING PLACEMENT
-REFER TO DETAIL ON SHEET 5 OF 6

7 CURB DROP
-REFER TO DETAIL ON SHEET 5 OF 6

PARKING NOTES:

1.) 1 PARKING STALL FOR EVERY 300 SQUARE FEET OF BUILDING SPACE REQUIRED.

2.) 8 PARKING STALLS REQUIRED ON SITE, 11 PARKING STALLS PROVIDED

3.) 1 ADA ACCESSIBLE PARKING SPACES PROVIDED, 1 BEING A VAN ACCESSIBLE PARKING SPACES.

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HATCH LEGEND

- PCC PAVEMENT
- EXISTING PCC PARKING LOT
- EXISTING GRAVEL PARKING LOT
- SEED AND MULCH (OR CITY APPROVED EQUAL)

GENERAL SITE NOTES:

1.) DIMENSIONS AND RADII ARE REFERENCED TO THE BACK OF CURB OR EDGE OF PAVING UNLESS OTHERWISE NOTED.

2.) ALL DIMENSIONS TO BUILDING ARE REFERENCED TO THE OUTSIDE FACE OF STRUCTURE'S FACADE.

3.) BUILDING DIMENSIONS SHOWN ARE FOR REFERENCE PURPOSES ONLY. THE CONTRACTOR SHALL USE THE ARCHITECTURAL AND STRUCTURAL PLAN SET FOR EXACT BUILDING DIMENSIONS.

4.) ALL PROJECT COMPONENTS THAT FALL WITHIN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO LOCAL AND/OR STATE SPECIFICATIONS AND REQUIREMENTS.

5.) ALL PROPOSED HANDICAP RAMPS, PARKING AREAS, AND ACCESSIBLE ROUTES SHALL STRICTLY COMPLY WITH CURRENT LOCAL, STATE, AND FEDERAL REGULATIONS, INCLUDING BUT NOT NECESSARILY LIMITED TO THE ADA ACCESSIBILITY GUIDELINES (ADAAG).

6.) ALL ADA ACCESSIBLE ROUTES SHALL HAVE DETECTABLE WARNINGS INSTALLED AS REQUIRED BY THE ADAAG. DETECTABLE WARNINGS SHALL CONSIST OF RAISED TRUNCATED DOMES WITH CONTRAST VISUALLY WITH THE ADJOINING SURFACES.

7.) CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT TO PROVIDE A CLEAN, STRAIGHT JOINT AND ENSURE POSITIVE DRAINAGE.

8.) ALL CONCRETE PAVEMENT SHALL HAVE JOINTS IN ACCORDANCE WITH ACI 330R-08, SECTION 3.7 AND APPENDIX C. CONTRACTION JOINTS SHALL BE 1/4 OF THE SLAB THICKNESS. ISOLATION JOINTS SHALL BE PLACED BETWEEN PAVEMENT AND FOUNDATIONS, INLETS, AND OTHER FIXED STRUCTURES. CONTRACTION JOINTS SHALL BE TOOL FINISHED AND SPACED AS FOLLOWS:

CURBING: 10'-0" (MAX) SPACING
SIDEWALKS: 5'-0" (MAX) SPACING
VEHICULAR TRAFFIC ARES: 24 X CONCRETE
PAVEMENT THICKNESS (FEET), 15'-0" (MAX) SPACING.

REFER TO LOCAL SPECIFICATIONS FOR WORK WITHIN PUBLIC RIGHT-OF-WAY.

LEGEND

Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
000	000	CONTOUR LINE
E	E	ELECTRIC LINE
X	X	FENCE LINE
FO	FO	FIBER LINE
G	G	GAS LINE
OHU	OHU	OVERHEAD UTILITY LINE
X-SAN	X-SAN	SANITARY SEWER LINE
		SILT FENCE LINE
X-ST	X-ST	STORM SEWER LINE
T	T	TELEPHONE LINE
TV	TV	TELEVISION LINE
X-W	X-W	WATER LINE
		PROPERTY CORNER
		BENCH MARK
		CONIFEROUS TREE
		DECIDUOUS TREE
		GAS MANHOLE
		GAS VALVE
		SANITARY MANHOLE
		SIGN
		STORM INTAKE
		STORM MANHOLE
		TELEPHONE PEDESTAL
		UTILITY POLE
		WATER HYDRANT
		WATER SHUT OFF
		WATER VALVE

228097

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

SKS COMMUNICATIONS
3100 BLOCK TITAN TRAIL
WATERLOO, BLACK HAWK COUNTY, IOWA

CIVIL SITE PLAN

4 OF 6

Scale
1"=15'

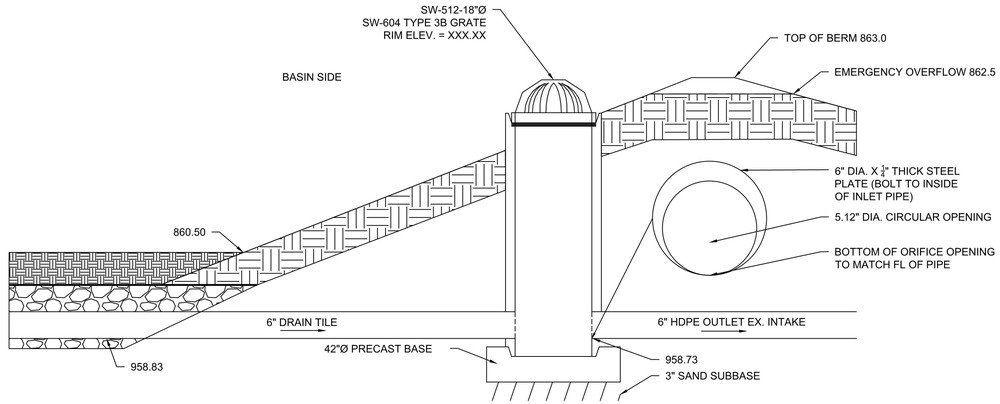
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DMA

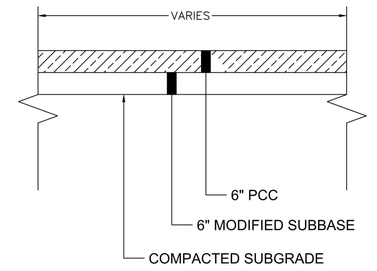
Date
2022.09.14

Revisions

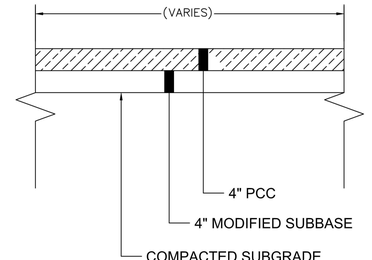
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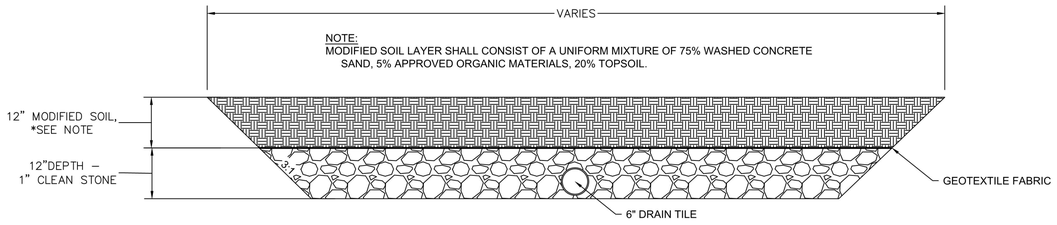
1/5 WATER QUALITY BASIN CONTROLLED RELEASE RATE STRUCTURE (I-01)
SCALE - NTS



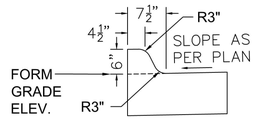
2/5 6" PCC PAVEMENT SECTION
SCALE - NTS



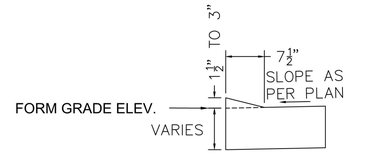
3/5 SIDEWALK SECTION
SCALE - NTS



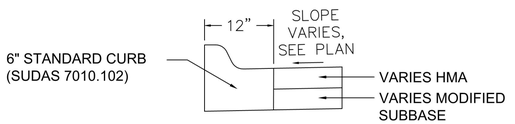
4/5 WATER QUALITY BASIN - TYPICAL SECTION (BASIN 1P)
SCALE - NTS



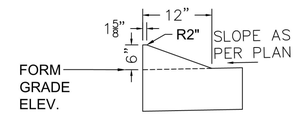
6" STANDARD CURB



DRIVEWAY DROP CURB

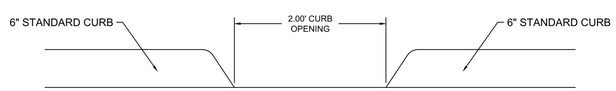


TYPICAL PAVEMENT CROSS SECTION

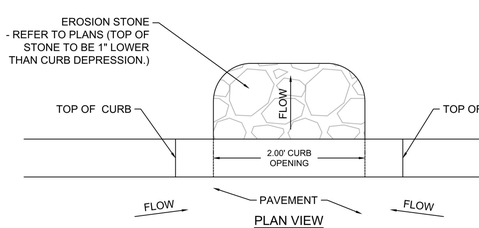


6" SLOPED CURB

5/5 PCC CURB DETAILS
SCALE - NTS



CURB DROP SECTION VIEW



PLAN VIEW

6/5 CURB DROP DETAIL
SCALE - NTS

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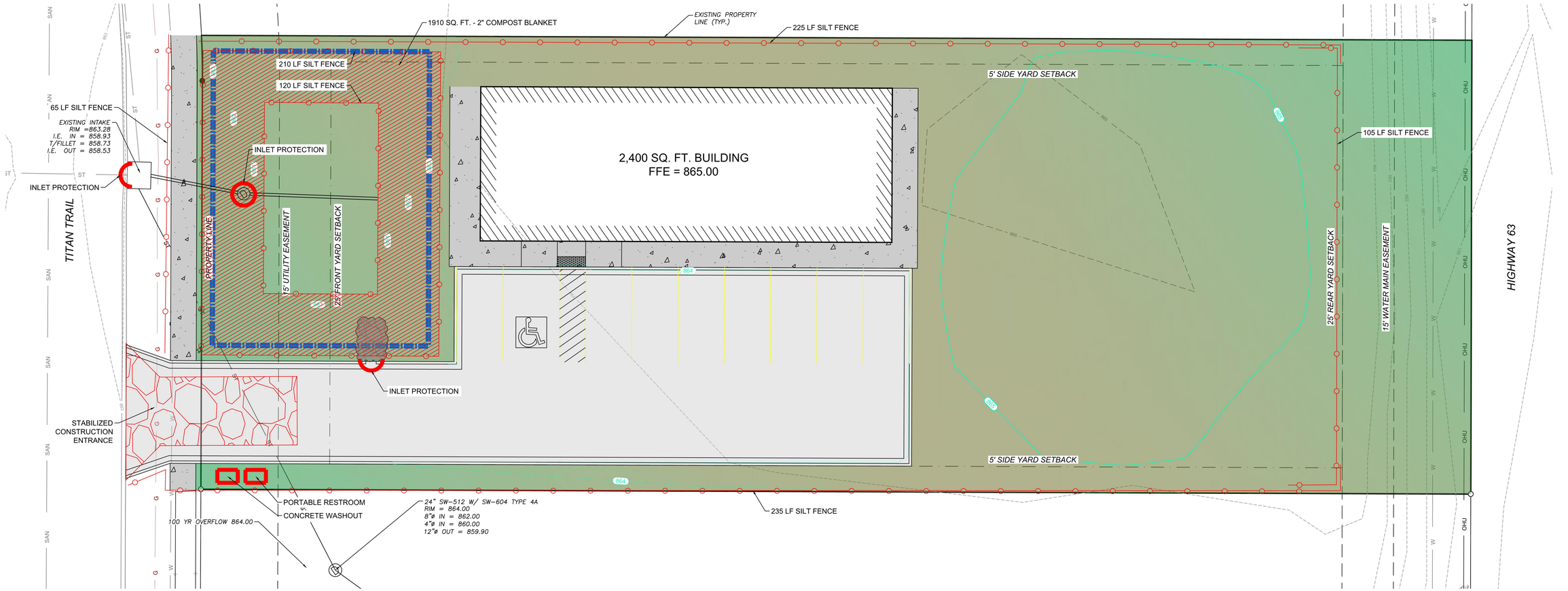
SITE DETAILS

5 OF 6

Scale

Drawn
SJC
Reviewed
DMA
Date
2022.09.14
Revisions

228097



GENERAL SWPPP NOTES:

1.) EROSION AND SEDIMENT CONTROL PRACTICES SHALL CONFORM TO THE STANDARDS SET FORTH BY LOCAL, STATE, AND FEDERAL AUTHORITIES.

2.) THE SOIL EROSION CONTROLS SHALL BE INSPECTED WEEKLY AND WITHIN 24 HOURS OF ANY 0.25 INCH (OR GREATER) RAIN EVENT. A WRITTEN LOG OF THESE INSPECTIONS AND IMPROVEMENTS TO SITE CONTROLS SHALL BE KEPT ON-SITE. THESE LOGS SHALL INCLUDE THE DATE OF INSPECTION, NAME OF INSPECTOR, OBSERVED WEATHER CONDITIONS, CORRECTIVE ACTIONS TAKE TO CORRECT EXISTING PROBLEMS AND THE DATE THAT THE ACTIONS TOOK PLACE.

3.) TEMPORARY SOIL STABILIZATION SHALL OCCUR WITHIN 7 DAYS OF ROUGH GRADING IF THE AREA IS TO REMAIN IDLE LONGER THAT 14 DAYS. ANY DISTURBED AREA THAT WILL NOT BE WORKED ON WITHIN THE NEXT 14 DAYS MUST BE SEEDED AND MULCHED.

4.) SITE CLEANUP WILL BE DONE IN A MANNER THAT ENSURES THAT EROSION CONTROL MEASURED ARE NOT DISTURBED.

5.) CONSTRUCTION ACTIVITIES SHALL BE SCHEDULED TO REDUCE THE AMOUNT OF DISTURBED AREA AT ANY POINT IN TIME. OPERATIONS SHALL BE SCHEDULED AND PERFORMED ENSURING THAT PREVENTATIVE SOIL EROSION CONTROL MEASURES ARE IN PLACE PRIOR TO EXCAVATION IN CRITICAL AREAS. OPERATIONS SHALL BE SCHEDULED AND PERFORMED TO ENSURE TEMPORARY STABILIZATION MEASURES ARE IN PLACE IMMEDIATELY FOLLOWING BACKFILLING OPERATIONS. CONTRACTOR SHALL REDUCE EFFECTS OF STORM WATER BY USING BEST MANAGEMENT PRACTICES LAID OUT IN SUDAS SECTION 9040.

6.) TRENCHES FOR UNDERGROUND UTILITY LINES AND PIPES SHALL BE TEMPORARILY STABILIZED WITHIN 7 DAYS IF THEY ARE TO REMAIN INACTIVE FOR 14 DAYS. TRENCH DE-WATERING DEVICES SHALL DISCHARGE IN A MANNER THAT FILTERS SOIL-LADEN WATER BEFORE DISCHARGING IT TO A RECEIVING DRAINAGE DITCH OR POND. IF SEEDING, MULCHING OR OTHER EROSION AND SEDIMENT CONTROL MEASURES WERE PREVIOUSLY INSTALLED; THESE PROTECTIVE MEASURES SHALL BE REINSTALLED. PIPELINES WITH JOINTS THAT ALLOW A MANUFACTURED LENGTH OF PIPE TO BE PLACED IN THE TRENCH WITH THE PIPE JOINT ASSEMBLED/MADE IN THE TRENCH REQUIRE AN OPEN PIPELINE TRENCH THAT IS ONLY SLIGHTLY LONGER THAN THE LENGTH OF THE PIPE BEING INSTALLED. THE TOTAL LENGTH OF EXCAVATED TRENCH OPEN AT ANY TIME SHOULD NOT BE GREATER THAN THE TOTAL LENGTH OF PIPELINE/UTILITY THAT CAN BE PLACED IN THE TRENCH AND BACKFILLED IN ONE WORKING DAY. NO MORE THAN 50 LINEAR FEET OF OPEN TRENCH SHOULD EXIST WHEN PIPELINE/UTILITY LINE INSTALLATION CEASES AT THE END OF THE WORK DAY.

7.) WHEN USING CONSTRUCTION EQUIPMENT PRECAUTIONS SHALL BE TAKEN TO ENSURE THAT THEY ARE NOT PROMOTING SOIL EROSION.

8.) PREVENTATIVE MEASURES SHALL BE TAKEN TO STABILIZE AND PROTECT SOIL STOCKPILES TO MINIMIZE ANY SOIL LOSS.

9.) SILT FENCE SHALL BE A MINIMUM 2 FEET FROM THE PROPERTY LINE IN ARES WHERE WORK IS NEAR ADJACENT PROPERTIES.

10.) ALL DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED WITHIN 7 DAYS OF FINAL GRADING. EROSION CONTROL MEASURES SHALL BE MAINTAINED UNTIL PERMANENT STABILIZATION IS COMPLETED, AT WHICH POINT TEMPORARY MEASURES SHALL BE REMOVED. PERMANENT VEGETATION IS A GROUND COVER THAT IS DENSE ENOUGH TO COVER 80% OF THE SOIL SURFACE AND MATURE ENOUGH TO SURVIVE WINTER WEATHER CONDITIONS.

11.) ALL STORM-WATER MANAGEMENT AND WATER QUALITY BASINS SHALL BE CLEARED OF CONSTRUCTION SEDIMENT UPON PROJECT COMPLETION.

12.) THE CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING A PERMANENT ON-SITE BENCHMARK PRIOR TO CLEARING, GRUBBING, AND/OR DEMOLITION ACTIVITIES.

13.) NO SOLID OR LIQUID WASTE SHALL BE DISCHARGED INTO THE STORM-WATER RUNOFF.

14.) SOLID, SANITARY, AND TOXIC WASH SHALL BE DISPOSED OF IN A PROPER MANNER IN ACCORDANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS. BURNING, BURYING, POURING ONTO GROUND, OR INTO STORM SEWER ARE ALL PROHIBITED ACTIONS. ITEMS INCLUDE, BUT ARE NOT LIMITED TO SOLVENTS, PAINTS, STAINS, GASOLINE, DIESEL FUEL, USED MOTOR OIL, HYDRAULIC FLUID, ANTIFREEZE, CEMENT CURING COMPOUNDS AND OTHER SUCH TOXIC OR HAZARDOUS WASTE.

15.) WASH OUT OF READY-MIX CONCRETE TRUCKS SHOULD OCCUR IN THE DESIGNATED AREA WHERE THE WASHING CAN COLLECT AND BE DISPOSED OF PROPERLY WHEN IT HARDENS.

16.) NO FUEL STORAGE SHALL BE PERMITTED ON-SITE.

17.) THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING NOTICE OF INTENT (NOI) AND NOTICE OF TERMINATION (NOT) AS REQUIRED BY THE IOWA DNR.

EROSION CONTROL NOTES:

1.) THE SWPPP PLAN IS CONSIDERED TO BE A LIVE DOCUMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE LOCATION ON THE PROJECT SITE, INSTALLING, AND UPDATING LOCATION ON THIS PLAN OF THE THE FOLLOWING ITEMS:
- SPILL KIT
- STABILIZED CONSTRUCTION ENTRANCE
- CONSTRUCTION MATERIALS AND EQUIPMENT STORAGE AREA
- SOIL AND TOPSOIL STOCKPILE AREA
- PORTABLE TOILETS- SHALL BE STAKED DOWN
- WASTE DISPOSAL AREA
- CONCRETE WASHOUT AREA

2.) EROSION AND SEDIMENT CONTROLS SHALL BE INSTALLED, MAINTAINED, AND REMOVED IN ACCORDANCE WITH SUDAS SECTION 9040 AND THE FOLLOWING FIGURES:
- COMPOST BLANKET: FIGURE 9040.101
- FILTER BERM AND FILTER SOCK: FIGURE 9040.102
- WATTLE FIGURE 9040.105
- SILT FENCE: FIGURE 9040.119 AND IDOT EC-201
- STABILIZED CONSTRUCTION ENTRANCE: FIGURE 9040.120
- INTAKE PROTECTION: IDOT STANDARD ROAD PLAN EC-204

3.) PRE-CONSTRUCTION STAGE SWPPP MANAGEMENT CONTROLS SHALL REMAIN THROUGH PROJECT COMPLETION.

4.) IN THE EVENT OF AN INFILTRATION BASIN ON SITE, THE BASIN SHALL NOT BE USED FOR SEDIMENTATION PURPOSES DURING CONSTRUCTION.

5.) REFER TO GRADING PLAN FOR PERMANENT DRAINAGE FEATURES ON SITE.

6.) ALL SLOPES 4:1 AND STEEPER ARE REQUIRED TO USE SEED MATTING OR OTHER APPROVED METHODS (REFER TO SUDAS SECTION 9040 FOR THE APPROPRIATE APPLICATION).

7.) EMPLOYEE PARKING AND CONSTRUCTION STAGING AREAS SHALL BE STABILIZED DURING CONSTRUCTION (ROCK OR OTHER OWNER APPROVED METHOD).

8.) SITE STABILIZATION: DISTURBED AREAS THAT HAVE CEASED TEMPORARILY OR PERMANENTLY (WHERE WORK WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS) SHALL BE STABILIZED IMMEDIATELY. ONCE WORK IS COMPLETED THE AREA SHALL RECEIVE FINAL STABILIZATION.

9.) CONCRETE WASHOUT AND OTHER NON-STORM RELATED WASTE WATER SHALL BE COLLECTED AND DISPOSED OF PROPERLY.

10.) CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL EXCESS MATERIALS FROM THE SITE AND DISPOSING OF THEM IN AN APPROVED MANNER AT THEIR EXPENSE.

CONSTRUCTION SEQUENCE:

1.) INSTALL STABILIZED CONSTRUCTION ENTRANCE.

2.) INSTALL SILT FENCE AND EXISTING INTAKE PROTECTION.

3.) INITIAL SITE CLEARING, GRUBBING, AND DEMOLITION.

4.) STRIP AND STOCKPILE TOPSOIL.

5.) ROUGH GRADE SITE.

6.) INSTALL UNDERGROUND UTILITIES.

7.) PLACE INTAKE PROTECTION ON ALL NEW STRUCTURES.

8.) INSTALL FRANCHISE UTILITIES (GAS, ELECTRIC, TELEPHONE, CABLE TV, ETC.)

9.) FINAL GRADE SITE.

10.) INSTALL PAVEMENT, CURB, AND OTHER HARDSCAPES.

11.) STABILIZE DITCHES, SWALES, COMMON AREAS, AND SLOPES.

12.) ESTABLISH PERMANENT VEGETATION IN ALL DISTURBED AREAS.

13.) REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES.

14.) CLEAN OUT STORM SEWER SYSTEM AND STORM-WATER MANAGEMENT AREAS UPON COMPLETION OF CONSTRUCTION.

LEGEND

Existing	Proposed	
		BOUNDARY LINE
		EASEMENT LINE
		PROPERTY LINE
		SECTION/R.O.W. LINE
		SETBACK LINE
000	000	CONTOUR LINE
E	E	ELECTRIC LINE
X	X	FENCE LINE
FO	FO	FIBER LINE
G	G	GAS LINE
OHU	OHU	OVERHEAD UTILITY LINE
X-SAN	X-SAN	SANITARY SEWER LINE
		SILT FENCE LINE
X-ST	X-ST	STORM SEWER LINE
T	T	TELEPHONE LINE
TV	TV	TELEVISION LINE
X-W	X-W	WATER LINE
		PROPERTY CORNER
		BENCH MARK
		CONIFEROUS TREE
		DECIDUOUS TREE
		GAS MANHOLE
		GAS VALVE
		SANITARY MANHOLE
		SIGN
		STORM INTAKE
		STORM MANHOLE
		TELEPHONE PEDESTAL
		UTILITY POLE
		WATER HYDRANT
		WATER SHUT OFF
		WATER VALVE

HATCH LEGEND

- PCC PAVEMENT
- PCC FIRE LANE
- 4" PCC SIDEWALK
- EXISTING PCC PARKING LOT
- SEED AND MULCH (OR CITY APPROVED EQUAL)
- INLET PROTECTION
- SILT FENCE
- COMPOST BLANKET

NORTH

0 20' 40'

IOWA ONE CALL
800 / 292-8989
TOLL FREE
CALL - BEFORE - YOU - DIG

228097

VJ Engineering
1501 Technology Parkway
Cedar Falls, Iowa - 319-266-5829

SKS COMMUNICATIONS
3100 BLOCK TITAN TRAIL
WATERLOO, BLACK HAWK COUNTY, IOWA

STORM WATER POLLUTION PREVENTION PLAN

6 OF 6

Scale
1"=10'

Drawn
SJC

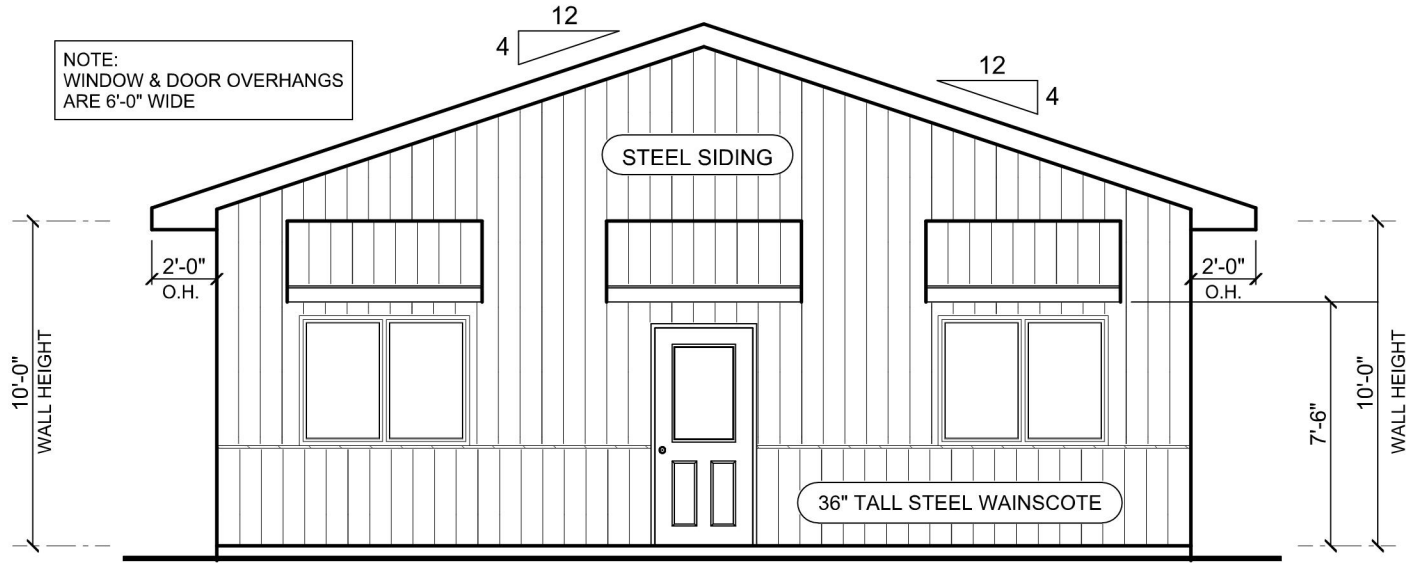
Reviewed
DMA

Date
2022.09.14

Revisions

228097

NOTE:
WINDOW & DOOR OVERHANGS
ARE 6'-0" WIDE



RIGHT ELEVATION

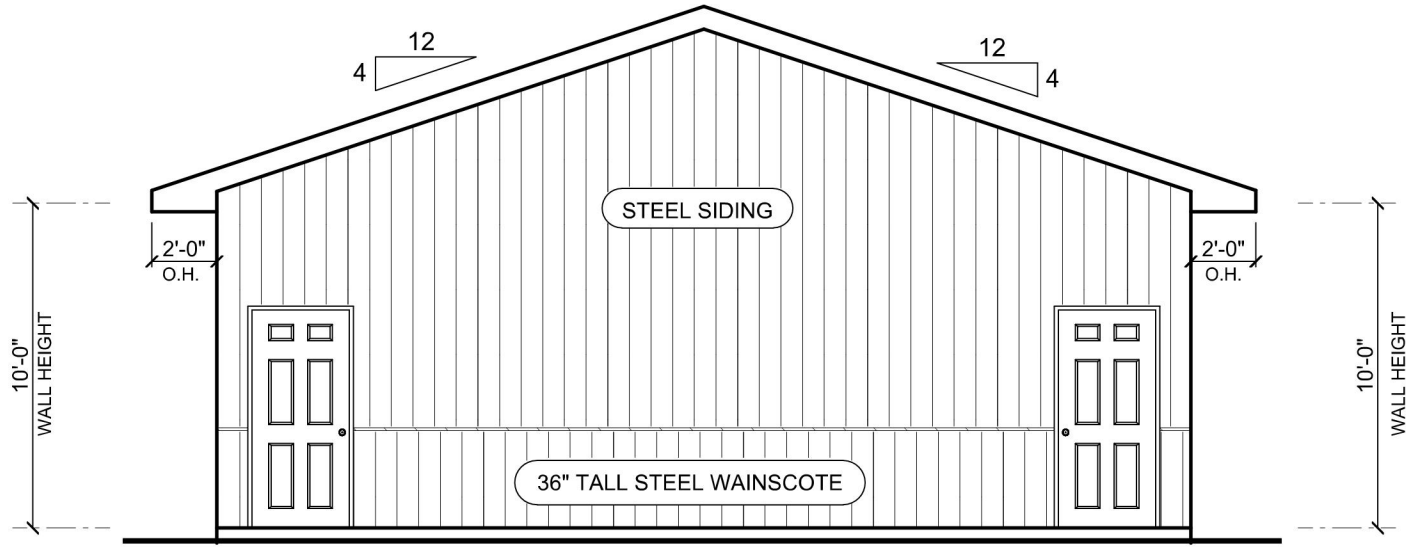
4-4-22

KRYSTAL SCHMITZ POLE BUILDING

SPAHN & ROSE JESUP, IA

KRYSTAL SCHMITZ
krystal517@hotmail.com

THESE PLANS ARE BEING FURNISHED BY SPAHN & ROSE LUMBER COMPANY BY DRAFTSMEN WHO ARE NOT LICENSED ARCHITECTS OR ENGINEERS. CONSTRUCTION FROM THESE PLANS SHOULD NOT BE UNDERTAKEN WITHOUT THE ASSISTANCE OF A CONSTRUCTION PROFESSIONAL. SPAHN & ROSE LUMBER CO. ASSUMES NO RESPONSIBILITY FOR STRUCTURAL OR DIMENSIONAL ERRORS OR OMISSIONS. THE GENERAL CONTRACTOR AND/OR OWNER SHALL ASSUME FULL LIABILITY FOR ACTUAL FIELD DIMENSIONS, DETAILS, CONSTRUCTION TECHNIQUES, AND STRUCTURAL REQUIREMENTS CONFORMING TO ALL STATE AND LOCAL CODES AND ORDINANCES. SPAHN & ROSE LUMBER CO. ACCEPTS NO RESPONSIBILITY FOR STRUCTURAL INTEGRITY WHICH SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER AND/OR CONSTRUCTOR. CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED. USERS OF THESE PLANS UNDERSTAND AND AGREE THAT NO WARRANTIES HAVE BEEN PROVIDED, EXPRESS NOR IMPLIED AND SPAHN & ROSE LUMBER CO. DECLINES ANY AND ALL CLAIMS FOR FAULTY WORKMANSHIP.



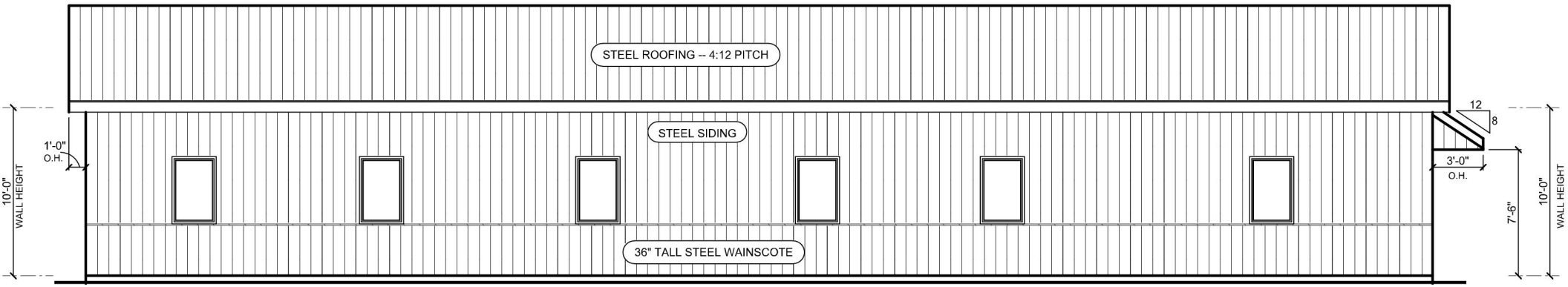
LEFT ELEVATION

4-4-22

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KRYSTAL SCHMITZ
krystal517@hotmail.com



FRONT ELEVATION

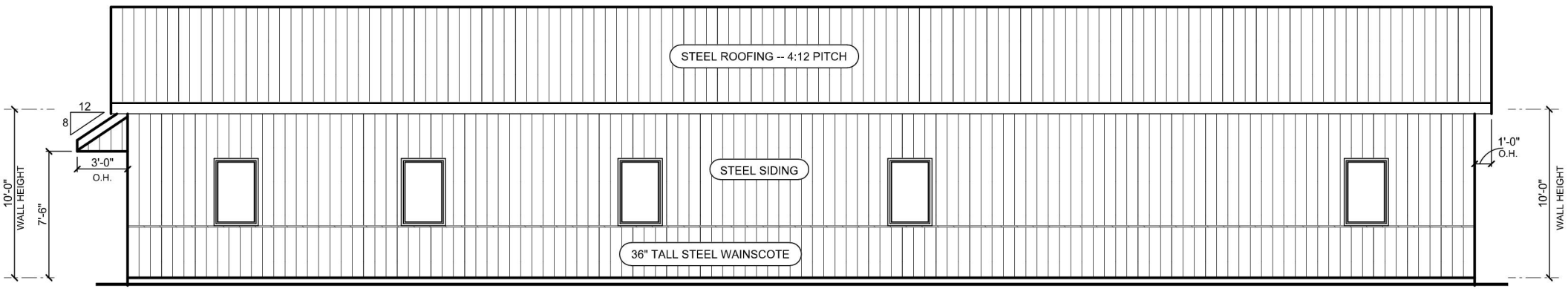
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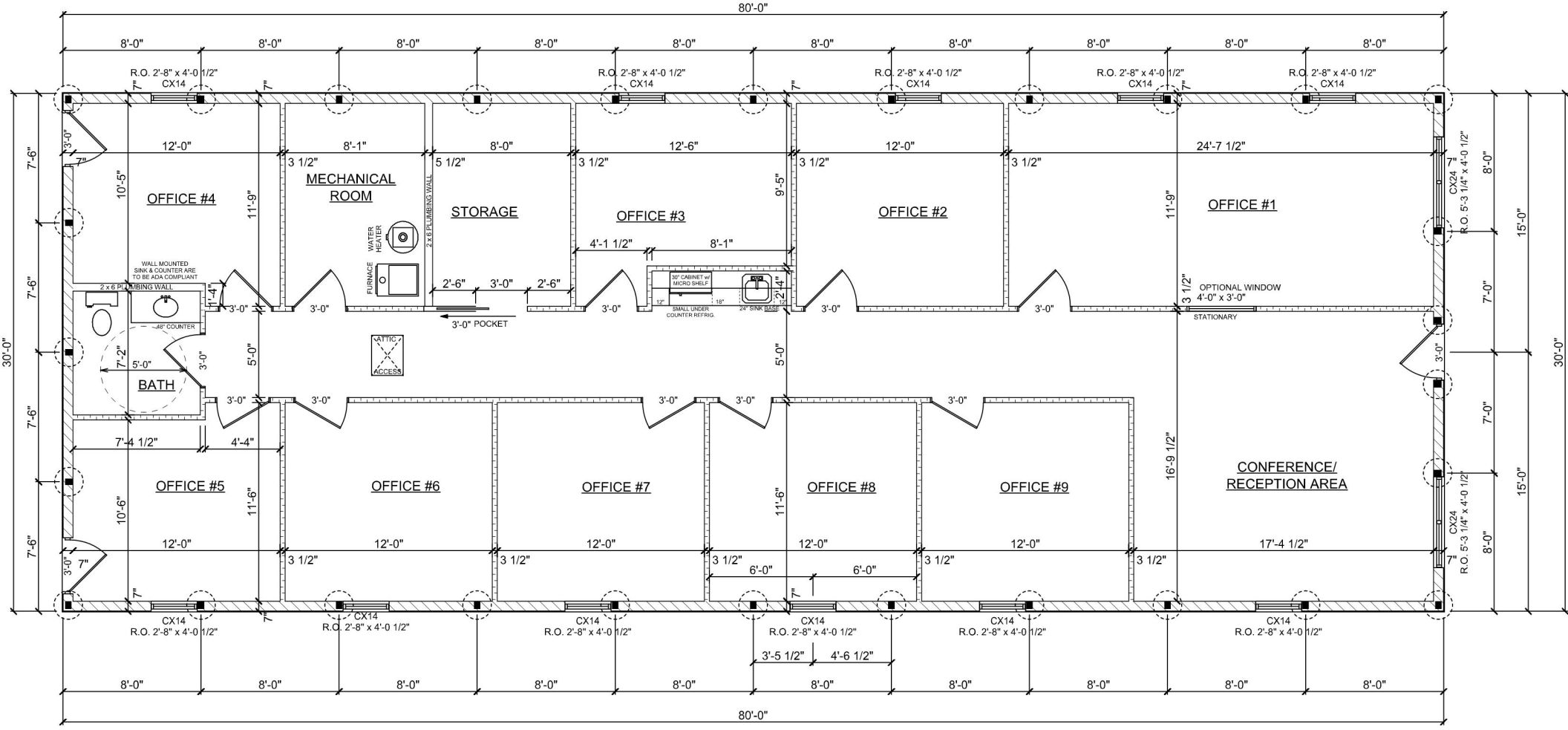
REAR ELEVATION

KRYSTAL SCHMITZ POLE BUILDING

SPAHN & ROSE JESUP, IA

4-4-22

KRYSTAL SCHMITZ
krystal517@hotmail.com



POLE LAYOUT

KRYSTAL SCHMITZ POLE BUILDING

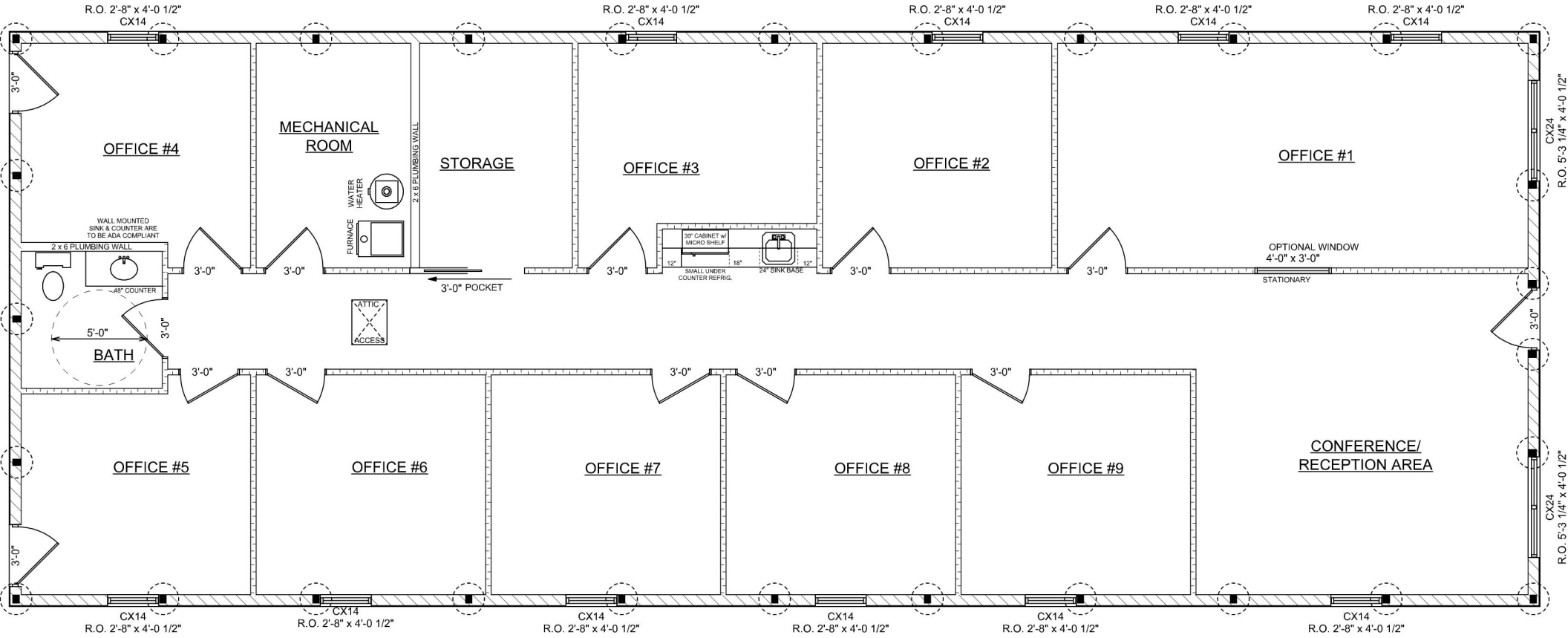
SPAHN & ROSE JESUP, IA

4-4-22

KRYSTAL SCHMITZ
krystal517@hotmail.com

VERIFY LOCATION & END USE OF BUILDING FOR PROPER DESIGN OF BUILDING COMPONETS: CONSTRUCTION TECHNIQUES, AND STRUCTURAL REQUIREMENTS CONFORMING TO ALL STATE & LOCAL CODES & ORDINANCES SHOULD BE VERIFIED BY A LICENSED ENGINEER OR ARCHITECT

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POLE LAYOUT

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krystal517@hotmail.com

4-4-22

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CITY OF WATERLOO

Council Communication

Waterloo Center for the Arts-Youth Pavilion Phase II Boiler Replacement Project.

City Council Meeting: 11/7/2022
Prepared: 10/18/2022

ATTACHMENTS:

	Description	Type
	NPH	Backup Material
	Bid Tabulation	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and received and file oral and written comments. Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed. Motion to receive, file and instruct City Clerk to read bids. Resolution awarding bid to Bowker Mechanical Contractors, LLC of Cedar Rapids, Iowa in the amount of $145,000.00 in conjunction with the Waterloo Center for the Arts-Youth Pavilion Phase II Boiler Replacement Project, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	Phase 2: Replacement of 2nd boiler serving the Waterloo Center for the Arts Youth Pavilion including boiler venting and gas modifications.

NOTICE OF PUBLIC HEARING
On Proposed Plans, Specifications, Form of Contract,
And Estimate of Cost
For the
WATERLOO CENTER OF THE ARTS – YOUTH PAVILION PHASE 2 REPLACEMENT
In the City of Waterloo, Iowa

RECEIVING OF BIDS

Sealed proposals will be received by the City Clerk of the City of Waterloo, Iowa, at her office in the City Hall of the said City on the 27th day of October 2022 until 1:00 p.m. for the construction of the Waterloo Center of the Arts – Youth Pavilion Phase 2 Boiler Replacement Project, as described in detail in the plans and specifications now on file in the Office of the City Clerk.

OPENING OF BIDS

All proposals received will be opened in the Second Floor Council Chambers at City Hall, in the City of Waterloo, Iowa, on the 27th day of October 2022 at 1:00 p.m., and the proposals will be acted upon at such later time and place as may then be fixed by the City Council. The bid opening will be livestreamed on YouTube and made available on the city website.

PUBLIC HEARING

Notice is hereby given that the Council of said City will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost for the construction of the above-described improvement project at 5:30 p.m. on the 7th day of November 2022, said hearing to be held in the Harold E. Getty Council Chambers in City Hall in said City. The proposed plans, specifications, form of contract, and estimate of cost for said improvements heretofore prepared by the City of Waterloo are now on file in the office of the City Clerk for public examination, and any person interested therein may file written objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto with the City Clerk before the date set for said hearing, or appear and make objection thereto at the meeting above set forth.

SCOPE OF WORK

The project consists of replacing the second boiler serving the Youth Pavilion. There will be new boiler venting and gas modifications as indicated in the drawings and specifications.

Published pursuant to the provisions of Chapter 26 of the City Code of Iowa and upon order to the City Council of said Waterloo, Iowa, on the 16th day of August 2021.

Kelley Felchle, City Clerk
City of Waterloo, Iowa

Youth Pavilion Phase II Boiler Replacement

Engineer's Estimate: $195,000.00

Bid Opening: October 27, 2022

Bidder	Bid Security	Bid Amount
Bowker Mechanical Contractors, LLC Cedar Rapids, IA	5%	$145,000.00

CITY OF WATERLOO

Council Communication

Purchase of two (2) John Deere 1580 TerrainCut Outfront Mowers.

City Council Meeting: 11/7/2022
Prepared: 10/19/2022

ATTACHMENTS:

	Description	Type
	Bid Documents	Backup Material

SUBJECT:	Motion to receive and file proof of publication and notice of public hearing. HOLD HEARING- No Comments on File. Motion to close hearing and receive and file oral and written comments. Resolution confirming approval of specifications, bid documents, form of contract etc., and authorizing to proceed. Motion to receive, file, and instruct City Clerk to read bids. Resolution awarding bid to _____ of _____ in the amount of $_____, in conjunction with the purchase of two (2) John Deere 1580 TerrainCut Outfront Mowers.
Submitted by:	Submitted By: JB Bolger, Assistant Park Superintendent
Recommended Action:	Approve Purchase
Summary Statement:	This transaction will replace high-hour 2006 and 2010 model year units of the same make and model. These units are the workhorses of our mowing operation. They are used both for growing season mowing and winter snow removal. Both units will come with mower decks. One unit will also come with a cab, snow blade, and snow blower. Estimated cost after trade values are applied $102,000.
Expenditure Required/Source of Funds:	Funding is CIP Bond Funds from Parks and Downtown Off Road Maintenance Accounts.

CITY OF WATERLOO
LEISURE SERVICES
1101 CAMPBELL AVE
WATERLOO IA 50701

GENERAL INSTRUCTIONS, REQUIREMENTS AND SPECIFICATIONS

TWO (2) NEW JOHN DEERE 1580 TERRAINCUT COMMERCIAL FRONT MOWERS & ATTACHMENETS

BID REQUEST

Bid documents for Two (2) New John Deere 1580 TerrainCut Commercial Front Mowers & Attachments

INSTRUCTIONS TO BIDDERS

BID DEADLINE DATE: 1:00pm Thursday November 3, 2022.

The City of Waterloo, Iowa, is seeking competitive bids on the purchase of two (2) John Deere 1580 TerrainCut Commercial Front Mowers as described in the enclosed specifications.

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

- **JOHN DEERE 1580 TerrainCut Mowers**

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

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

Standard procedure dictates that the City of Waterloo will accept the lowest responsive, responsible bid. However, the Bidder understands that the City reserves the right to reject any bid that is either considered not to be responsive or not most advantageous to the City. The City will normally award the purchase contract to the responsible Bidder who meets or exceeds the minimum specifications provided.

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

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

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

INSTRUCTIONS TO BIDDERS
PAGE TWO

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

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

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

BID DEADLINE: Bids will be received until 1:00pm, local time on Thursday November 3, 2022 in the City Clerk's Office at City Hall. Bids will be opened 1:00pm on Thursday November 3, 2022 in the first floor conference room at City Hall.

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

SPECIFICATIONS

TWO (2) NEW JOHN DEERE TERRAINCUT OUTFRONT MOWERS WITH ATTACHMENTS

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

NEW JOHN DEERE 1580 TerrainCut Mowers with Attachments

Required Items:

JOHN DEERE SPECS:

CODE:	DESCRIPTION:
TWO OF EACH:	
2457TC	TerrainCut Commercial Front Mower (Less mower deck)
001A	United States and Canada
2012	Air Ride Suspension Seat with Armrests
AR87167	Engine Coolant Heater (110V)
TCB10303	Rear Weight Mounting Kit
BTC10530	Single Spool Auxiliary Hydraulic Kit
034NTC	72” 7-Iron Pro Commercial Side Discharge Mower Deck

TWO YEAR COMPREHENSIVE WARRANTY
PAPER COPY PARTS, TECH, and OPERATORS MANUALS
OPERATIONAL/ SAFETY DVD

ONLY ONE OF THE FOLLOWING (ONE UNIT WILL NOT COME WITH SNOW REMOVAL EQUIPMENT):

CODE:	DESCRIPTION:
0390TC	60” Heavy-Duty Hydraulic Angling Front Blade
1001	Lift Arms and Hardware
0381TC	60” Heavy-Duty Two-Stage Snow Blower
1000	Lift Arms, Drive Shaft and Hardware

TEKTITE SNOW CAB (INSTALLED ON THE MACHINE at DELIVERY)

- JD1580-001
- Custom Deere Paint JD1580-002
- Dual Rear Worklights JD1580-005
- Exterior Mirrors JD1580-016
- LED Head Lights w/Tail Lights JD1580-010
- Quick Disconnect Heater Kit A00-0142
- Rotating Amber Beacon Low Profile JD1580-013

- Defrost Fan Kit JD1580-019
- Front Wiper Washer JD1580-021
- Heater Model (1570/1580) JD1580-017
- Interior Mirror JD1580-015
- Jensen AM/FM Radio JD1580-030
- Rear Radial Wiper JD1580-022

OPTIONAL TRADE UNITS

Downtown Unit:
2010 John Deere 1565
Serial # TC1565D090267
Hours: 3,000.5
Available for viewing at Leisure Services Main Campus- 1101 Campbell Ave
Includes:

- 6’ rear discharge mower deck
- JoDale Perry Boxer Cab
- 60” John Deere Heavy Duty Articulating Snow Blade
- 60” John Deere Heavy Duty Snow Blower

Parks Unit:
2006 John Deere 1565
Serial # TC1565D060049
Approximately 3,863 hours --- New Hour Meter installed at 3,412 Hours. 451.2 showing on the meter currently
Includes 6’ side discharge mower deck

Available for viewing at Leisure Services Main Campus- 1101 Campbell Ave

CITY OF WATERLOO
BID FORM

Two (2) NEW JOHN DEERE 1580 TERRAINCUT OUTFRONT MOWERS

Our bid for two (2) new John Deere 1580 TerrainCut Outfront Mowers meeting the specifications as previously stated in these bid documents, delivered F.O.B. to Leisure Services, 1101 Campbell Avenue, Waterloo, Iowa, ready for use by the City of Waterloo:

_____ $_____

Optional Trade Value on John Deere 1565 (DOWNTOWN w/snow removal equipment & mower deck)

_____ $_____

Optional Trade Value on John Deere 1565 (PARKS w/mower deck only)

_____ $_____

If awarded the contract, we agree to deliver the above listed equipment to the City of Waterloo by November 8, 2023. Failure to deliver to the City of Waterloo on or before the designated date shall result in a penalty at a daily rate of $50.00 per working day until delivery is made.

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

Bidder_____
Company Name

_____
Address

_____
City State Zip Code

Contact Person_____

Signature _____ Date_____

Phone _____ Fax _____

CITY OF WATERLOO

Council Communication

FY 2023 Sanitary Sewer Gatewell Repairs Phase II, Contract No. 1071.

City Council Meeting: 11/7/2022
Prepared: 10/20/2022

ATTACHMENTS:

	Description	Type
	Bid Tabulation	Backup Material

SUBJECT:

Motion to receive and file proof of publication of notice of public hearing.
HOLD HEARING - No comments on file.
Motion to close hearing and receive and file oral and written comments.
Resolution confirming approval of plans, specifications, form of contract, etc., and authorizing to proceed.
Motion to receive, file and instruct City Clerk to read bids and refer to City Engineer for review.

Submitted by: Submitted By: Wayne Castle, PLS, PE, Associate Engineer

FY23 Sanitary Sewer Gatewell Repairs
Phase II, Cont. No. 1071

Engineer's Estimate: $3,500,000.00

Bid Opening: November 3, 2022

Bidder	Bid Security	Bid Amount
Minger Construction, Co., Inc. Jordan, MN	5%	Base: $4,559,060.00 Alt. 1 $17,500.00 Alt. 2 $82,500.00
WRH, Inc. Amana, IA	5%	Base: $3,550,820.00 Alt. 1 $13,500.00 Alt. 2 $73,000.00
Woodruff Construction Waterloo, IA	5%	Base: $5,832,865.30 Alt. 1 $23,000.00 Alt. 2 $26,400.00

CITY OF WATERLOO

Council Communication

W. 9th Street-South Street Mini Roundabout Project, Iowa DOT grant project number CSA-TSF-8155(777)--85-07.

City Council Meeting: 11/7/2022
Prepared: 10/27/2022

ATTACHMENTS:

	Description	Type
	Plans	Backup Material
	Project Manual	Backup Material

SUBJECT:	Motion to receive and file proof of publication of notice of public hearing. HOLD HEARING - No comments on file. Motion to close hearing and receive and file oral and written comments. No bids were received for this project.
Submitted by:	Submitted By: Mohammad Elahi, Traffic Engineer
Recommended Action:	Approve bid and award project to bidder.
Summary Statement:	The project location experiences a large number of stop sign violation crashes including injury crashes. The mini roundabout is expected to greatly improve traffic safety at the location by eliminating most or all or the right angle broadside accidents.
Expenditure Required/Source of Funds:	$377,000 Safety Grant, $122,000 City Funds for total of $499,000 (not including $25,000 contingency)

CITY CONTRACT #: 1058



CONSTRUCTION PLANS FOR

CITY OF WATERLOO

BLACK HAWK COUNTY, IOWA

WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY PROJECT NO: TOF-297

IOWA DOT PROJECT NO: CS-TSF-8155(777)--85-07

THIS PROJECT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND THE CITY OF WATERLOO SUPPLEMENTAL SPECIFICATIONS.

MILEAGE SUMMARY	105-1 09-27-94	
LOCATION	LIN. FT.	MILES
SOUTH STREET STA 120+83 TO STA 138+14	243	0.046
W 9TH STREET STA 203+16 TO STA 210+66	254	0.048
TOTALS	497	0.94

DESIGN DATA	101-5 04-30-02
SOUTH STREET - POSTED SPEED	25 MPH
SOUTH STREET - DESIGN SPEED	30 MPH
SOUTH STREET - ADT	4470
W 9TH STREET - POSTED SPEED	30 MPH
W 9TH STREET - DESIGN SPEED	35 MPH
W 9TH STREET - ADT	9100



PROJECT LOCATION MAP
Not To Scale

TOTAL SHEETS: 36

SHEET INDEX	
SHEET NO.	SHEET TITLE
A.01	COVER SHEET
A.02	LEGEND AND UTILITY CONTACTS
A.03	GENERAL NOTES
A.04	REMOVAL PLAN
B.01 - B.02	TYPICAL SECTIONS
C.01	QUANTITIES
C.02 - C.03	ESTIMATE REFERENCE NOTES
C.04 - C.07	TABULATIONS
D.01 - D.04	PLAN AND PROFILE
F.01	GRADING AND EROSION CONTROL
G.01	GEOMETRIC CONTROL
H.01	RIGHT OF WAY PLAN
J.01	TRAFFIC CONTROL PLAN
J.02	DETOUR PLAN
K.01 - K.02	INTERSECTION PLAN
L.01	JOINTING PLAN
M.01 - M.02	STORM SEWER PLAN
MW.01	WATER MAIN PLAN
N.01 - N.02	PAVEMENT MARKING AND SIGNING PLAN
P.01	LIGHTING PLAN
S.01 - S.05	SIDEWALK PLAN

Mayor And City Council

Quentin Hart (Mayor)	Rob Nichols
Dave Boesen	John Chiles
Jonathan Grieder	Nia Wilder
Jerome Amos	Ray Feuss

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE:
NAME: MITCH FRAZIER
DATE: 08/31/2022 LICENSE NUMBER: 21966
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2023
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: P-SHEETS

I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

SIGNATURE:
NAME: MARCUS JANUARIO
DATE: 08/31/2022 LICENSE NUMBER: 23116
MY LICENSE RENEWAL DATE IS: DECEMBER 31, 2022
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: ALL SHEETS EXCEPT P-SHEETS

811

1-800-292-8989

IOWA ONE CALL

The Utilities as shown on this drawing were developed from the information available. This is not implied nor intended to be the complete inventory of utilities in this area. It is the clients/contractors responsibility to verify the location of all utilities (whether shown or not) and protect said utilities from any damage.

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT
CITY OF WATERLOO
BLACK HAWK COUNTY, IA

08/31/2022
BID
PROJECT NO: 1213950
CLIENT NO: 1058

A.01

CONTACT NUMBERS

CITY OF WATERLOO:
- ENGINEERING DEPARTMENT (319) 291-4312
- TRAFFIC OPERATIONS (319) 291-4440

FIRE:
- BUSINESS (319) 291-4460
- EMERGENCY 911

POLICE:
- BUSINESS (319) 291-4340
- EMERGENCY 911
- SANITARY & STORM SEWER: (319) 291-4553
- WATER: (319) 232-6280

IOWA ONE CALL: 811

Company	Contact Name	Email address	Phone #	Impact on Utilities
City of Waterloo - Forestry	Todd Derifield	Todd.derifield@waterloo-ia.org		
City of Waterloo - Engineering	Jamie Knutson	Jamie.Knutson@waterloo-ia.org	319-291-4312	
City of Waterloo - Sewer	Brian Bowman	Brian.bowman@Waterloo-IA.org		
City of Waterloo - Traffic	Sandie Greco	Sandie.greco@waterloo-ia.org		
City of Waterloo - Sewer	Laura Mast	laura.mast@waterloo-ia.org		
City of Waterloo - Traffic	Matt Vlasak	Matt.Vlasak@waterloo-ia.org		
City of Waterloo - Traffic	Tina Schellhorn	Tina.Schellhorn@waterloo-ia.org		
MidAmerican	I. Johnson	lrjohnson@midamerican.com		
MidAmerican - Gas	Karen Speicher	Karen.Speicher@midamerican.com		20" distribution feeder runs along NW side of W 9th St, and can't be relocated. Potholes on each side will be required. **Need to coordinate with the City's surveyors.**
MidAmerican - Streetlight	Kline	DKline@midamerican.com		There's streetlight pole at the corner, which MidAmerican can remove once the intersection is closed for construction.
MidAmerican	Dwoofter	NDwoofter@midamerican.com		
MidAmerican (Streetlight)	Shane Davis	Shane.Davis@midamerican.com		There's one pole on the SW corner of the intersection that would need to be relocated prior to construction
CenturyLink	Brent Giese	Brent.Giese@CenturyLink.com		
Mediacom	Parker	kparker@mediacomcc.com		
Mediacom	Frazer	bfrazer@mediacomcc.com		
Mediacom		jchicken@mediacomcc.com		
Mediacom	Stephen Kness	Stephen.Kness@windstream.com		Mediacom is all aerial. Lines would move if power poles move.
Windstream CLEC Fiber	Stephen Kness	Stephen.Kness@windstream.com		None
UPN Fiber	Dan Hogan	dan.hogan@upnfiber.com		
Aureon	Jeff Klocko	jeff.klocko@aureon.com		None
SBT	Jim	jim@sbt.net		None
Terratech	Tim Carone	tcarone@terratechllc.net		
Terratech		baman@terratechllc.net		
Lumen	Dave Graham	Dave.Graham@lumen.com	319-830-3630	
Lumen	Tommy Brower	Tommy.Brower@lumen.com	515-201-4520	
Lumnen	Heather Blackburn	Heather.Blackburn@lumen.com		Utility plans provided
Lumen	Pat Cairns	Pat.Cairns@lumen.com	515.263.7305	Owns a route on the SE side of W 9th St, which encompasses a duct structure with 4 - 4" conduits that contain a 900 pair copper cable and 2 – 600 pair copper cables.
Lumen	Dave Graham	Dave.Graham@lumen.com		Responsible for Waterloo area
Lumen	NA	CTL-RDMV-IA@lumen.com		Include in the email list

LEGEND — GENERAL SITE

PLAN MARK	DESCRIPTION
	EXISTING STRUCTURE
	GUARD POST/ BOLLARD
MB	MAILBOX
PM	PARKING METER
	HANDICAPPED PARKING
	SHRUB
	DECIDUOUS TREE
	CONIFEROUS TREE
	SINGLE POLE SIGN
	DOUBLE POLE SIGN
	TRAFFIC SIGNAL WITH ARM
X	WIRE FENCE
	WOOD FENCE
	CHAINLINK FENCE
	RAILROAD
	GUARD RAIL
	TREE LINE
521	MINOR CONTOUR
520	MAJOR CONTOUR
	CONCRETE
	GRAVEL
	ASPHALT

LEGEND — RIGHT-OF-WAY

PLAN MARK	DESCRIPTION
ROW	PROPOSED RIGHT-OF-WAY
ROW	EXISTING RIGHT-OF-WAY
	EXISTING PROPERTY LINE
	EXISTING EASEMENT
	TEMPORARY EASMENT
	PROPOSED EASEMENT

LEGEND — UTILITY LINES

EXISTING LINE TYPE	DESCRIPTION	PROPOSED LINE TYPE
OE	ELECTRIC - OVERHEAD	OE
E	ELECTRIC - UNDERGROUND	E
G	GAS MAIN	G
W	WATER MAIN	W
	SANITARY SEWER	
FM	SANITARY FORCE MAIN	FM
	STORM SEWER	
OT	TELEPHONE - OVERHEAD	OT
T	TELEPHONE - UNDERGROUND	T
OC	CABLE LINE - OVERHEAD	OC
C	CABLE LINE - UNDERGROUND	C
FO	FIBER OPTICS	FO
ST	PROCESS/HEATING STEAM	

LEGEND — SURVEY

PLAN MARK	DESCRIPTION
BM	BENCH MARK
	BOUND
	IRON ROD - FOUND
	IRON ROD - SET
	MONUMENT FOUND
	MONUMENT SET
	X CUT FOUND
	X CUT SET
	RIGHT OF WAY MARKER
	DRILL HOLE
	STATION MARKER
	SOIL BORING
	PROPERTY CORNER
736.45 TOP	SURVEY POINT ELEVATION

LEGEND — GENERAL SITE GRADING / EROSION CONTROL

PLAN MARK	DESCRIPTION
695.00	SPOT ELEVATION
TC 697	TOP OF CURB AND GUTTER ELEVATION
2%	SLOPE ARROW
	FLOW ARROW
	SILT FENCE
	INLET PROTECTION
	COMPOST SOCK
	GRADING LIMITS

LEGEND — UTILITIES

PLAN MARK	DESCRIPTION
W	WATER IRRIGATION VALVE
	UTILITY POLE W/TRANSFORMER
	WATER SHUTOFF VALVE
	GUY ANCHOR
	FIRE HYDRANT
	FLARED END SECTION
	UTILITY END CAP
	VALVE
RV	POST INDICATOR VALVE
C	CABLE TV PEDESTAL
	CLEANOUT
J	JUNCTION BOX
MH	MANHOLE
D	STORM MANHOLE
E	ELECTRICAL MANHOLE
S	SANITARY MANHOLE
T	TELEPHONE MANHOLE
T	TELEPHONE PEDESTAL
V	VAULT BOX
W	WELL
W	WATER MANHOLE
HH	HANDHOLE
S	SIGNAL BOX
G	GAS METER
E	ELECTRIC METER
	TRANSFORMER
W	WATER METER
A	AIR CONDITIONER
	CURB INLET
	INTAKE - CIRCLE
	INTAKE - RECTANGLE
	INTAKE - SQUARE

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: DAP
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

LEGEND AND UTILITY CONTACTS

A.02

GENERAL NOTES

1. ALL MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH SUDAS STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST EDITION).
2. IOWA CODE 480, UNDERGROUND FACILITIES INFORMATION, REQUIRES VERBAL NOTICE TO IOWA ONE-CALL 1-800-292-8989, NOT LESS THAN 48 HOURS BEFORE EXCAVATING, EXCLUDING WEEKENDS AND HOLIDAYS
3. NOTIFY THE CITY OF WATERLOO A MINIMUM OF 48 HOURS PRIOR TO BEGINNING CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY.
4. THE CONTRACTOR SHALL PROVIDE TRAFFIC AND PEDESTRIAN CONTROL MEASURES (SIGNS, BARRICADES, FLAGGERS, ETC.) IN COMPLIANCE WITH PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) LATEST EDITION AND CITY STANDARDS.
5. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY EROSION CONTROL MEASURES AND MAINTAIN THEM THROUGHOUT THE DURATION OF THE PROJECT.
6. CONSTRUCTION ACTIVITIES ARE TO BE LIMITED TO THE EXISTING RIGHT-OF-WAY, RIGHT OF ACCESS AREAS, AND ADJACENT EASEMENT AREAS. IF ADDITIONAL AREAS ARE NEEDED FOR STAGING, STORAGE, ETC., IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN WRITTEN PERMISSION FROM THE PROPERTY OWNER(S). COPIES OF THE AGREEMENTS SHALL BE SUBMITTED TO THE CITY OF WATERLOO PRIOR TO THE USE OF PROPERTY.
7. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN EXISTING FIELD CONDITIONS BEFORE BIDDING ON THIS PROJECT, ORDERING MATERIALS, AND BEGINNING CONSTRUCTION.
8. CONTRACTOR SHALL COORDINATE WITH PRIVATE UTILITIES REGARDING RELOCATION, ADJUSTMENT OR TEMPORARY SUPPORT OF THEIR FACILITIES.
9. MAINTAIN POSITIVE DRAINAGE ON THE SITE THROUGHOUT THE PROJECT DURATION.
10. SITE CLEAN-UP SHALL BE PERFORMED ON A DAILY BASIS. SIDEWALKS, PARKING LOTS, ROADWAYS, ETC. SHALL BE KEPT CLEAN AT ALL TIMES. CONTROL DUST SPREADING FROM ALL WORK AND STAGING AREAS.
11. IT IS INTENDED THAT ALL COSTS OF MATERIALS, EQUIPMENT, TOOLS, LABOR AND INCIDENTALS BE PAID FOR UNDER THE ITEMS SHOWN ON THE PLAN DRAWINGS.
12. KEEP ADJACENT PUBLIC STREETS FREE FROM SOIL AND DEBRIS GENERATED BY THE PROJECT.
13. PROTECT ALL EXISTING FEATURES (INCLUDING BUT NOT LIMITED TO WALLS, TREES, LANDSCAPING, DRIVEWAYS, SIDEWALKS, CURBS, PAVEMENT, UTILITIES, ETC.) NOT SPECIFICALLY NOTED FOR REMOVAL. FEATURES NOT DESIGNATED FOR REMOVAL THAT ARE DAMAGED OR REMOVED BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT THE CONTRACTOR'S EXPENSE.
14. THE MEANS AND METHODS OF THE WORK AND THE SAFETY OF THE CONTRACTOR'S EMPLOYEES ARE SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
15. NO WORK SHALL BE PERFORMED BEYOND THE PROJECT LIMITS WITHOUT PRIOR AUTHORIZATION FROM THE OWNER'S REPRESENTATIVE.
16. MAINTAIN ACCESS TO PROPERTIES ALONG THIS PROJECT AT ALL TIMES.

GENERAL UTILITY NOTES

1. REFER TO SUDAS 1070 2.07 FOR GENERAL UTILITY NOTES.
2. ABANDONED UTILITIES NOT SHOWN ON THE PLANS MAY EXIST WITHIN THE CONSTRUCTION LIMITS. IF ENCOUNTERED, CONTRACTOR SHALL CONFIRM SAID UTILITIES ARE ABANDONED. CONTRACTOR IS RESPONSIBLE FOR REMOVING THESE LINES AS NECESSARY FOR CONSTRUCTION.
3. CONTRACTOR SHALL VERIFY SANITARY AND STORM SEWER PIPE SIZES AND INVERTS PRIOR TO CONSTRUCTION AND PRIOR TO ORDERING MANHOLES AND/OR PIPE. NO ADDITIONAL PAYMENT SHALL BE MADE TO THE CONTRACTOR FOR MATERIAL THAT IS ORDERED AND DOES NOT MATCH PIPE SIZES AND INVERTS THAT ARE TO BE CONFIRMED PRIOR TO CONSTRUCTION.
4. REPAIR ALL FIELD/DRAIN TILES ENCOUNTERED DURING CONSTRUCTION AS SPECIFIED OR AT A MINIMUM TO ALLOW FLOW USING LIKE MATERIAL IN NEW CONDITION WITH CITY APPROVED CONNECTIONS. CONTRACTOR SHALL RECORD EXISTING TYPE, SIZE, LOCATION AND DEPTH OF ALL FIELD/DRAIN TILES ENCOUNTERED AND REPAIRED DURING CONSTRUCTION. PROVIDE DATA TO THE CITY FOR INCORPORATION INTO RECORD DRAWINGS.

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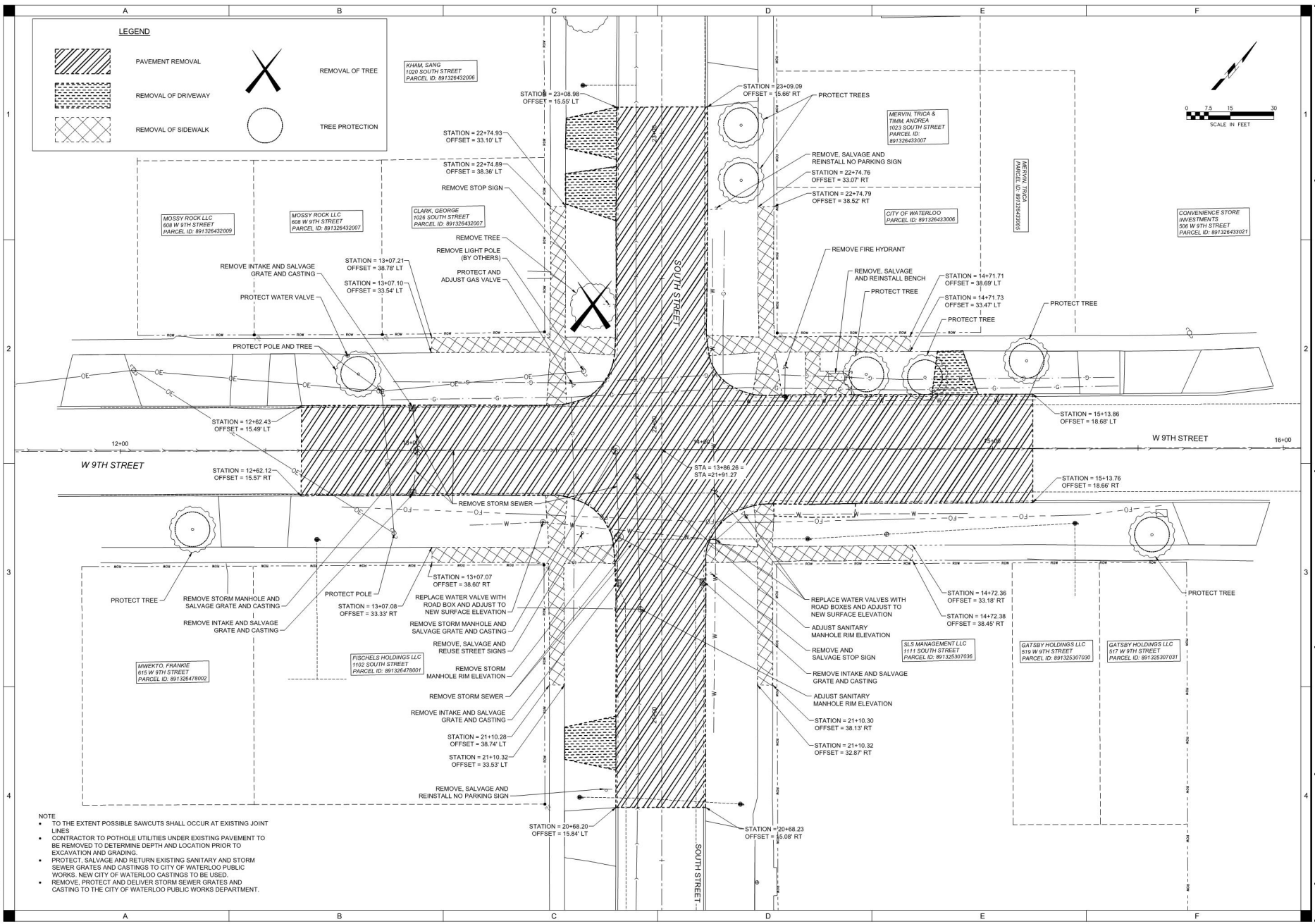
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213860
FIELD BOOK: —
CLIENT NO: 1058

GENERAL NOTES

A.03



NOTE

- TO THE EXTENT POSSIBLE SAWCUTS SHALL OCCUR AT EXISTING JOINT LINES
- CONTRACTOR TO POTHOLE UTILITIES UNDER EXISTING PAVEMENT TO BE REMOVED TO DETERMINE DEPTH AND LOCATION PRIOR TO EXCAVATION AND GRADING.
- PROTECT, SALVAGE AND RETURN EXISTING SANITARY AND STORM SEWER GRATES AND CASTINGS TO CITY OF WATERLOO PUBLIC WORKS. NEW CITY OF WATERLOO CASTINGS TO BE USED.
- REMOVE, PROTECT AND DELIVER STORM SEWER GRATES AND CASTING TO THE CITY OF WATERLOO PUBLIC WORKS DEPARTMENT.

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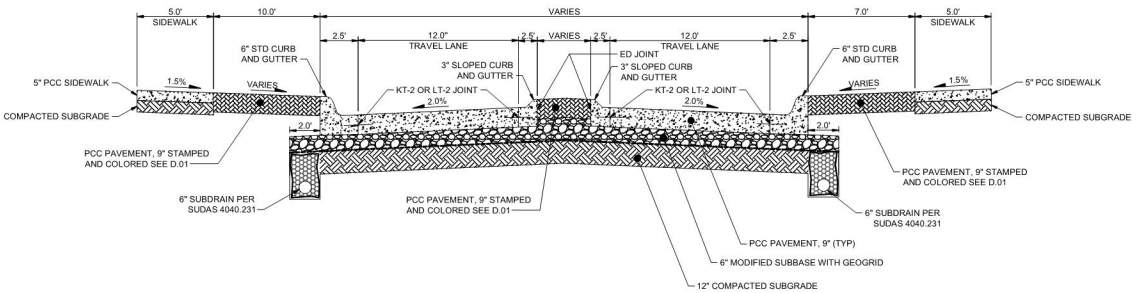
WEST 9TH STREET AND SOUTH
STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

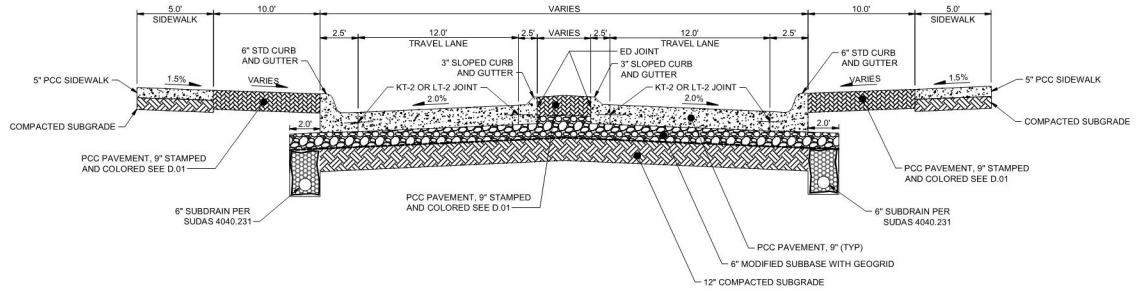
DRAWN: JPL
APPROVED: DAP
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

REMOVAL PLAN

A.04



1 SOUTH STREET TYPICAL SECTION
NTS



2 W 9TH STREET TYPICAL SECTION
NTS

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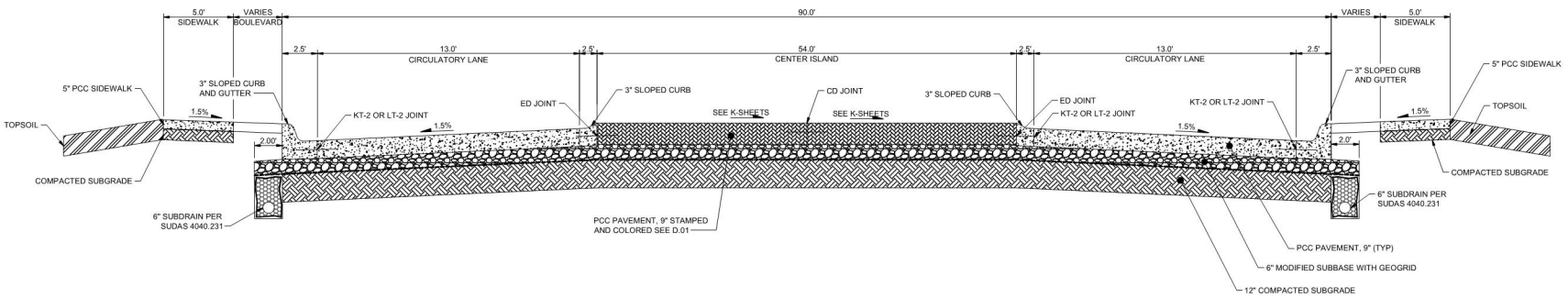
WEST 9TH STREET AND SOUTH
STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

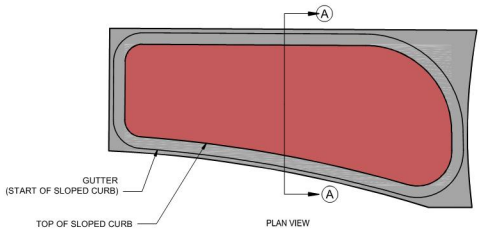
DRAWN: JPL
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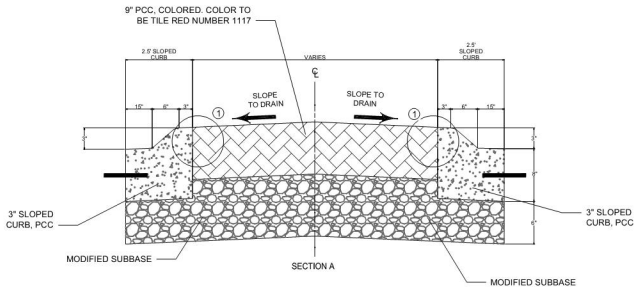
TYPICAL SECTIONS

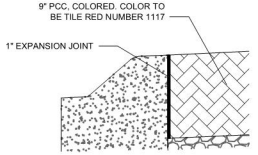
B.01



1 CIRCULAR CENTER ISLAND TYPICAL SECTION
NTS

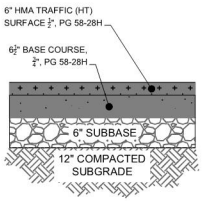






DETAIL 1

2 SPLITTER ISLAND WITH 3" SLOPED CURB, FULL DEPTH REMOVAL
NTS



HMA TRANSITION

3 HMA TRANSITION SECTION
NTS

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: DAP
ISSUED FOR: BID
DATE: 06/21/2022
PROJECT NO: 1213950
FIELD BOOK: —
CLIENT NO: 1088

TYPICAL SECTIONS

B.02

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ESTIMATED PROJECT QUANTITIES

ITEM NO.	ITEM CODE	ITEM	UNIT	ESTIMATED QUANTITY
1	2010-A-0	Clearing and Grubbing	UNIT	184
2	2010-D-3	Topsoil, Offsite	CY	112
3	2010-E-0	Excavation, Class 10	CY	495
4	2010-G-0	Subgrade Preparation, 12"	SY	2835
5	2010-H-0	Subgrade Treatment, Geogrid	SY	2439
6	2010-I-0	Subbase, Modified, 6"	SY	2439
7	4020-A-1	Storm Sewer, Trenched, RCP Class III, 15"	LF	145
8	4020-A-1	Storm Sewer, Trenched, RCP Class III, 18"	LF	64
9	4020-D-0	Removal of Storm Sewer, RCP, 30" or Less	LF	177
10	4040-A-0	Subdrain, HDPE, 6"	LF	702
11	4040-D-0	Subdrain Outlets and Connections, HDPE, 6"	EA	16
12	5020-G-0	Valve Box Replacement	EA	5
13	5020-C-0	Fire Hydrant Assembly	EA	1
14	5020-G-0	Utility Adjustment	EA	1
15	5020-I-0	Fire Hydrant Assembly Removal	EA	1
16	6010-A-0	Manhole, SW-401, 48"	EA	2
17	6010-B-0	Intake, SW-501	EA	1
18	6010-B-1	Intake, SW-505	EA	4
19	6010-E-0	Manhole Adjustment, Minor	EA	2
20	6010-H-0	Remove Manhole	EA	3
21	6010-H-0	Remove Intake	EA	4
22	7010-A-0	Pavement, PCC, 9"	SY	1733
23	7010-A-1	Pavement, Colored PCC, 9"	SY	648
24	7010-I-0	PCC Pavement Samples and Testing	LS	1
25	7020-B-0	Pavement, HMA, 9"	SY	58
26	7030-A-0	Removal of Sidewalk / Shared Use Path	SY	325
27	7030-A-0	Removal of Driveway	SY	105
28	7030-E-0	Sidewalk, PCC, 4"	SY	172
29	7030-E-0	Sidewalk, PCC, 6"	SY	145
30	7030-G-0	Detectable Warning	SF	128
31	7030-H-1	Driveway, Paved, PCC, 6"	SY	80
32	7040-H-0	Pavement Removal	SY	1710
33	8020-C-0	Painted Pavement Markings, Durable	STA	10
34	8020-E-0	Permanent Tape Markings	STA	2
35	8030-A-0	Temporary Traffic Control	LS	1
36	8040-A-0	Type A Sign, Sheet Aluminum	SF	166
37	8040-B-0	Steel 2" X 2" Perforated 14-Gauge Square Tubing Post	LF	240
38	8040-C-0	Removal of Signs and Posts	EA	5
39	9010-B-0	Hydraulic Seeding, Fertilizing, and Mulching, Type 1	AC	0.14
40	9010-D-0	Watering	MGAL	21
41	9040-D-1	Filter Sock, 9"	LF	636
42	9040-D-2	Filter Sock, Removal	LF	636
43	9040-T-1	Inlet Protection Device, Drop In Bags	EA	5
44	9040-T-2	Inlet Protection Device, Maintenance	EA	5
45	9085-SP-1	Removal and Reinstallation of Bench	LS	1
46	9090-SP-1	Roadway Lighting	LS	1
47	11,010-B	Monument Preservation and Replacement	LS	1
48	11,020-A	Mobilization	LS	1
49	11,050-A-0	Concrete Washout	LS	1

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: –
CLIENT NO: 1058

QUANTITIES

C.01

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ESTIMATE REFERENCE NOTES

Data listed below is for informational purposes only and shall not constitute a basis for any extra work orders.

ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-A-0	CLEARING AND GRUBBING A. Clearing and grubbing to consist of removing all organic materials within limits including roots. Backfill shall be placed where roots have been removed. The loading, hauling and disposal of the materials included in this item are incidental. B. See 'A' Sheets for Details. C. Removal of felled trees, shrubs, and grubbing of stumps 24" below finish grade may occur during the construction project as needed. D. Burning of trees and stumps shall not be allowed. E. No tree except the one call out on the plans shall be felled without prior approval from the City.
2	2010-D-3	TOPSOIL, OFF-SITE A. Contractor to supply topsoil meeting requirements of Section 2010-2.01. B. Provide a minimum thickness of 6" of topsoil.
3	2010-E-0	EXCAVATION, CLASS 10 A. Raw Cut Volume = 95 CY. B. Raw Fill Volume = 370 CY. Adjusted Fill Volume = 495 CY (30% shrinkage factor). C. Estimated Import = 400 CY. No subdrain trench volumes included in adjustments. D. See 'C' sheets for tabulation of cut/fill volumes by station. E. Removal of Granular surfaces are included in excavation quantities.
4	2010-G-0	SUBGRADE PREPARATION, 12" A. Item includes excavating, manipulating, replacing, compacting and trimming to proper grade. B. Depth 12". C. See 'B' Sheets for Details.
5	2010-H-0	SUBGRADE TREATMENT, GEOGRID A. See 'B' Sheets for Details. B. Geogrid and modified subbase shall be placed 2' beyond edge of pavement.
6	2010-I-0	SUBBASE, MODIFIED, 6" A. See 'B' Sheets for Details. B. See 'C' Sheets for Tabulation. C. Material shall meet gradation requirements of Iowa DOT gradation #14. D. Modified subbase shall be placed 2' beyond edge of pavement.
7	4020-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 15" A. See 'C' Sheets for Tabulation. B. See 'M' Sheets for Details. C. For Road Crossings Granular Backfill shall be used to Fill in Trench to Bottom of Subbase and is Included in Bid Item. D. Storm sewer to be be gasketed.
8	4020-A-1	STORM SEWER, TRENCHED, RCP CLASS III, 18" A. See 'C' Sheets for Tabulation. B. See 'M' Sheets for Details. C. For Road Crossings Granular Backfill shall be used to Fill in Trench to Bottom of Subbase and is Included in Bid Item. D. Storm sewer to be be gasketed.
9	4020-D-0	REMOVAL OF STORM SEWER, RCP, 30" OR LESS A. See 'C' Sheets for Tabulation. B. See 'A' Sheets for Details.
10	4040-A-0	SUBDRAIN, HDPE, 6" A. See 'C' Sheets for Tabulation. B. See 'M' Sheets for location. C. Porous Backfill is incidental. D. Engineering Fabric is incidental. E. Spoils from subdrain trench excavation shall not be placed on modified subbase. F. Includes necessary elbows, tees, connection, and backfill material to install the subdrain.
11	4040-D-0	SUBDRAIN OUTLETS AND CONNECTIONS, HDPE, 6" A. See 'C' Sheets tabulation for location and details. B. Install subdrain per Iowa DOT DR-305 standard road plans.
12	5020-G-0	VALVE BOX REPLACEMENT A. See 'C' Sheets for Tabulations. B. See 'D' Shets for Details. C. New valve box to be road grade material. D. Contractor to remove existing valve box and install new valve box and set at proposed pavement elevation.
13	5020-C-0	FIRE HYDRANT ASSEMBLY (INSTALL ONLY) A. See 'D' Sheets for location. B. Install new Tracer wire station. C. Follow Waterloo Water Works Detail for installation. D. Fire hydrant connection to have Storz fitting connection.
14	5020-G-0	UTILITY ADJUSTMENT A. See 'C' Sheets for Tabulations. B. See 'D' Shets for Details. C. Contractor to remove existing valve box and install new valve box and set at proposed pavement elevation.
15	5020-I-0	FIRE HYDRANT ASSEMBLY REMOVAL A. See 'C' Sheets for Tabulation B. See 'A' Sheets for Details
16	6010-A-0	MANHOLE, SW-401, 48" A. See 'C' Sheets for Tabulations. B. See 'M' Sheets for Details. C. Storm Sewer pipe extensions/connections are incidental to intake installation. D. Castings to be City of Waterloo castings.
17	6010-B-0	INTAKE, SW-501 A. See 'C' Sheets for Tabulations. B. See 'M' Sheets for Details. C. Storm Sewer pipe extensions/connections are incidental to intake installation. D. Castings to be City of Waterloo castings.

ESTIMATE REFERENCE NOTES

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ITEM NO.	ITEM CODE	DESCRIPTION
18	6010-B-1	INTAKE, SW-505 A. See 'C' Sheets for Tabulations. B. See 'M' Sheets for Details. C. Storm Sewer pipe extensions/connections are incidental to intake installation. D. Castings to be City of Waterloo castings.
19	6010-E-0	MANHOLE ADJUSTMENT, MINOR A. See 'D' Sheets for Locations. B. Coordination with Utility Owners shall be required. C. Contractor to review structures to be raised. D. Contractor shall add external chimney seal. E. Includes 5' circular manhole box out per SUDAS PV-201
20	6010-H-0	REMOVE MANHOLE A. See 'C' Sheets for Tabulation B. See 'A' Sheets for Details. C. Item to include filling and compaction of all voids left from removal of structure. D. Removal of existing RCP Storm Sewer is incidental to manhole removal.
21	6010-H-0	REMOVE INTAKE A. See 'C' Sheets for Tabulation B. See 'A' Sheets for Details. C. Item to include filling and compaction of all voids left from removal of structure. D. Removal of existing RCP Storm Sewer is incidental to intake removal.
22	7010-A-0	PAVEMENT, PCC, 9" A. Item includes joints and surface curing and pavement protection, safety fencing, concrete for rigid headers, and boxouts for fixtures. B. See 'C' Sheets for Tabulations. C. See 'D' Sheets for Details. D. Includes certified plant inspection and maturity testing. E. Pavement over Storm Sewer shall have a single layer of reinforcing steel as shown in L-Sheets and is included in this item. F. All reinforcing steel indicated on the plans is incidental to construction.
23	7010-A-1	PAVEMENT, COLORED, PCC, 9" A. Item includes final trimming of subgrade or subbase, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, and boxouts for fixtures. B. Contractor shall prepare mockup of colored concrete to be reviewed by city prior to placement. C. Pavement shall be colored Tile Red (number 1117). D. Includes certified plant inspection and maturity testing. E. See Special Provisions. F. See C-Sheets for Tabulations. G. See D-Sheets for locations.
24	7010-I-0	PCC PAVEMENT SAMPLES AND TESTING A. Item includes pavement thickness cores, and maturity testing.
25	7020-B-0	PAVEMENT, HMA, 9" A. Contractor shall install a minimum 7" HMA or 6" PCC pavement section. B. Refer to 'J' Sheets for locations. C. Unit price includes a minimum of 6" subgrade preparation extending 2' beyond edges of pavement. D. Contractor shall be responsible for maintaining a safe roadway surface. Repairs and replacement of failed temporary pavement will not be paid for separately. All milling required shall be incidental to this bid item.
26	7030-A-0	REMOVAL OF SIDEWALK A. Item includes sawing, breaking, removing, and disposing of existing sidewalk. B. See 'A' Sheets for Details. C. See 'C' Sheets for Tabulations. D. Estimated thickness is 4" - 6", No additional payment will be made for thickness that are different. E. Work shall include full-depth saw cutting to create a clean edge between existing and proposed sidewalks. F. Adjacent sidewalk pavement damaged during removals shall be replaced by Contractor incidental to this item.
27	7030-A-0	REMOVAL OF PAVED DRIVEWAY A. Item includes sawing, breaking, removing, and disposing of existing sidewalk. B. See 'A' Sheets for Details. C. See 'C' Sheets for Tabulations. D. Estimated thickness is 6", No additional payment will be made for thickness that is different. E. Work to include full-depth saw cutting to create a clean edge between existing and proposed pavement. F. Adjacent driveway pavement damaged during removals shall be replaced by Contractor incidental to this item.
28	7030-E-0	PCC SIDEWALK, 4" A. See 'C' Sheets for Tabulations. B. See 'D' and 'S' Sheets for Details. C. Item includes minor grade adjustments at driveways and other intersections, subgrade preparation, formwork, additional thickness at thickened edges, jointing, sampling, and testing. D. Includes Certified Plant Inspection. E. Transverse joints shall be spaced every 5-feet (typical). Install and seal 1/2-inch preformed expansion joint at top of ramps. F. Curb Ramps to be doweled into street paving. G. Curb ramps and turning spaces shall be 6" thick, extra thickness shall be considered incidental to this item.
29	7030-E-0	PCC SIDEWALK, 6" A. See 'C' Sheets for Tabulations. B. See 'D' and 'S' Sheets for Details. C. Item includes minor grade adjustments at driveways and other intersections, subgrade preparation, formwork, additional thickness at thickened edges, jointing, sampling, and testing. D. Includes Certified Plant Inspection. E. Transverse joints shall be spaced every 5-feet (typical). Install and seal 1/2-inch preformed expansion joint at top of ramps. F. Curb Ramps to be doweled into street paving. G. Curb ramps and turning spaces shall be 6" thick, extra thickness shall be considered incidental to this item.
30	7030-G-0	DETECTABLE WARNING A. See 'C' Sheets for Tabulation B. See 'S' Sheets for Details C. Detectable warning shall be installed at all public street crossings and consist of cast iron panels.

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 213860
FIELD BOOK: —
CLIENT NO: 1058

ESTIMATE REFERENCE NOTES

C.02

ESTIMATE REFERENCE NOTES

Data listed below is for informational purposes only and shall not constitute a basis for any extra work orders.

ITEM NO.	ITEM CODE	DESCRIPTION
31	7030-H-1	DRIVEWAY, PAVED, PCC, 6" A. See B-Sheets for thickness of layers and mix information. B. See 'C' Sheets for Tabulations. C. Item includes joints and surface curing and pavement protection, safety fencing, concrete for rigid headers, and boxouts for fixtures. D. Measurement and payment for minor adjustments of existing valve boxes by raising or lowering adjustable valve boxes is incidental to this item. E. Includes install and seal of 1/2-inch preformed expansion joint. All reinforcing steel indicated on the plans is incidental to construction.
32	7040-H-0	PAVEMENT REMOVAL A. Item includes sawing, breaking, removing, and disposing of existing pavement, reinforcing steel. B. Thickness is assumed to be 8", pavement age and thickness is unknown. No additional payment will be made for additonal thickness. C. Damage to adjoining pavement caused by contractor operations shall be replaced at contractors expense. D. See 'A' Sheets for Details. E. See 'C' Sheets for Tabulations. F. Full depth saw cutting is incidental and required prior to removal of pavement adjacent to existing pavement.
33	8020-C-0	PAINTED PAVEMENT MARKINGS, DURABLE A. Item includes reflectorizing spheres, layout, surface preparation, and application of marking paint. B. See 'C' Sheets for Tabulation C. See 'N' Sheets for Details.
34	8020-E-0	PERMANENT TAPE MARKINGS A. See 'C' Sheets for Tabulation B. See 'N' Sheets for Details.
35	8030-A-0	TEMPORARY TRAFFIC CONTROL A. See 'J' Sheets for details. B. Contractor shall include removals and resetting costs of traffic control devices in the traffic control bid item. No additional compensation shall be provided to reset from stage to stage. C. Any changes to staging must be approved by the Engineer prior to implementation. D. Impacts to adjacent properties shall be minimized. E. All traffic control shall conform to the Manual on Uniform Traffic Control Devices for Streets and Highways, as adopted by the Iowa DOT per 761 of the Iowa Administrative Code (IAC), Chapter 130.
36	8040-A-0	TYPE A SIGN, SHEET ALUMINUM A. See tabulation on 'C' Sheets. B. See location on 'N' Sheets. B. Item to include providing and manufacturing the sign as well as installation of the sign on the post. Measurement shall be by each sign installed. C. Payment shall be considered full compensation for all necessary material, labor, and equipment to manufacture and install the sign. Posts shall be paid for by item Posts, Steel, As Per Plan.
37	8040-B-0	STEEL, 2" x 2" PERFORATED 14-GUAGE SQUARE TUBING POST A. See 'C' Sheets for tabulations. B. See 'N' Sheets for locations. C. In soil, post anchors shall be 12 gauge, 2.5" x 2.5" x 30" perforated square steel tubing driven into the ground leaving 2 to 3 inches exposed above the surface. 2.25" posts to be inserted into 2.5" sleeve and bolted through perforations. D. Anchors, soil, shall be considered incidental to the post. E. Posts shall be measured by each post installed and shall be considered full compensation for all necessary materials, labor, and equipment to install post, anchor, and attach sign to post.
38	8040-C-0	REMOVAL OF SIGNS AND POSTS A. See 'C' Sheets for Tabulation. B. See 'R' Sheets for Details. C. Signs designated for reinstallation to be protected by contractor. D. Posts are to be disposed of by Contractor.
39	9010-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, Type 1 A. SUDAS Seed Mix B. This item includes waranty. C. See 'F' sheets for locations.
40	9010-D-0	WATERING A. Water seeding as necessary for establishment. Quantity is based upon three waterings per week for 4 weeks, a total of 12 waterings. Each watering shall consist of a gentle application of 1/2" depth of water, evenly distributed in a manner that does not displace sod, or soil. B. Payment shall include all necessary labor, equipment, and material to complete the watering.
41	9040-D-1	FILTER SOCK, 9" A. See 'C' Sheets for Tabulation. B. See 'F' Sheets for Details. C. Use sediment filter sock consisting of woven material meeting the requirements of Table 4196.01-1 of the Standard Specifications, except a maximum apparent opening size of US Sieve No. 10 and a minimum flow rate of 145 gallons per minute per square foot. E. Measurement for this item will be by count.

ESTIMATE REFERENCE NOTES

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ITEM NO.	ITEM CODE	DESCRIPTION
42	9040-D-2	FILTER SOCK, REMOVAL A. Includes all labor, equipment and disposal of filter sock after grass has been established and site is stabilized. B. Includes removal of sediment trapped by compost sock. C. Measurement for this item will be by count.
43	9040-T-1	INLET PROTECTION DEVICE, Drop In Bags A. See 'C' Sheets for Tabulation. B. See 'F' Sheets for Details. C. Install per detail shown on plans.
44	9040-T-2	INLET PROTECTION DEVICE, MAINTENANCE A. Silt and sediment shall be removed from the base of the device when it reaches 1/3 the height of the device.
45	9085-SP-1	REMOVAL AND REINSTALLATION OF BENCH A. See A and D-Sheets for Details. B. See Special Provision
46	9090-SP-1	ROADWAY LIGHTING A. See P-Sheets for locations.
47	11,010-B	MONUMENT PRESERVATION AND REPLACEMENT A. Must be completed by a licensed surveyor in the state of Iowa.
48	11,020-A	MOBILIZATION A. Item includes the movement of personnel, equipment, and supplies to the project site; the establishment of offices, and other facilities necessary for the project; and bonding, permits, and other expenses incurred prior to construction. B. Item includes all materials and labor needed to protect existing trees.
49	11,050-A-0	CONCRETE WASHOUT A. Concrete washouts shall be manufactured washout containment systems - non-manufactured containment is PROHIBITED. B. Disposal of Concrete is incidental to this bid item and shall be disposed of in accordance with state regulations. C. Clean, maintain, and replace washout as necessary. D. Payment shall be by lump sum and shall be considered full compensation for providing concrete washout.

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

ESTIMATE REFERENCE NOTES

C.03

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Removal of Driveway

NO.	STATION TO STATION		AREA (SQ YDS)	REMARKS
W 9th Street				
1	14+79.3	14+95.2	20.5	
South Street				
2	20+81.1	20+99.6	29	
3	22+70.0	22+88.6	28.2	
4	22+91.1	23+09.0	27.5	
		TOTAL	105	

Pavement Removal

NO.	STATION TO STATION		AREA (SQ YDS)	REMARKS
W 9th Street				
1	12+62.1	15+13.9	1710	
		TOTAL	1710	

Removal of Sidewalk / Shared Use Path

NO.	STATION TO STATION		SIDE	AREA (SQ YDS)	REMARKS
W 9th Street					
1	13+07.1	13+70.5	LT	75	
2	14+01.7	14+71.7	LT	99.2	
3	13+07.1	13+70.0	RT	74.1	
4	14+01.3	14+72.4	RT	76.3	
			TOTAL	325	

Removal of Signs and Posts

NO.	STATION	OFFSET		LEGEND	REMARKS
W 9th Street					
1	13+68.3	50.0'	LT	Stop Sign	
2	14+05.3	82.6'	LT	No Parking Sign	
3	13+58.5	28.6'	RT	Street Signs	
4	13+66.8	116.7'	RT	No Parking Sign	
5	14+03.2	43.0'	RT	Stop Sign	
		TOTAL	5		

Clearing and Grubbing

NO.	STATION	OFFSET		SIZE	UNITS	REMARKS
W 9th Street						
1	13+19.5	26.80'	LT	42"-48"	80	GRUBBING ONLY
South Street						
2	22+41.18	23.72'	LT	36"-42"	80	CLEARING AND GRUBBING
3	22+43.3	25.54'	RT	12"-15"	6.6	GRUBBING ONLY
4	22+65.1	26.04'	RT	24"-30"	17.6	GRUBBING ONLY
				TOTAL	184	

Removal of Manholes and Intakes

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	13+02.3	0.1'	RT	Manhole
2	13+00.5	15.0'	RT	Intake
3	13+00.5	15.0'	LT	Intake
4	13+70.4	0.0'	RT	Manhole
5	13+71.4	30.0'	RT	Manhole
6	13+70.6	45.8'	RT	Intake
7	14+00.7	45.6'	RT	Intake
	TOTAL MANHOLE REMOVALS		3	
	TOTAL INTAKE REMOVALS		4	

HMA Asphalt

NO.	STATION TO STATION		LENGTH (FT)	AREA (SF)	AREA (SY)	PAVEMENT THICKNESS			PAVEMENT QUANTITY			REMARKS
						SURFACE (IN)	INTERMEDIATE (IN)	BASE (IN)	SURFACE (TONS)	INTERMEDIATE (TONS)	BASE (TONS)	
South Street												
1	20+63.20	20+68.26	5.1'	260.38	28.93	2.5	0	6.5	3.93	0.00	10.23	
2	23+09.02	23+14.13	5.1'	260.38	28.93	2.5	0	6.5	3.93	0.00	10.23	
			TOTAL	520.76	57.86				7.87	0	20.45	

Filter Sock, 9"

NO.	STATION TO STATION		OFFSET		LENGTH (LF)	REMARKS
W 9th Street						
1	12+62.1	13+15.4	17.37	LT	53.9	
2	13+24.2	13+68.7	36.71	LT	68.7	
3	13+68.8	13+68.8	75.64	LT	3.7	
4	13+68.9	13+69.0	97.14	LT	3.1	
5	13+69.1	13+69.2	117.4	LT	10.4	
6	14+04.3	14+11.8	75.34	LT	43.3	
7	14+13.3	14+54.9	21.11	LT	70.1	
8	14+63.9	14+77.4	20.93	LT	13.6	
9	14+92.6	15+13.7	20.67	LT	21.1	
10	12+58.5	13+15.2	17.34	RT	56.8	
11	13+24.3	13+61.0	16.9	RT	69.7	
12	13+62.1	13+64.6	92.84	RT	20.2	
13	13+66.7	13+68.0	123.2	RT	13.8	
14	14+02.5	14+05.0	72.9	RT	55.3	
15	14+05.0	14+55.4	24.44	RT	72.1	
16	14+64.2	15+23.8	20.04	RT	59.7	
				TOTAL	635.5	

Hydraulic Seeding, Fertilizing, and Mulching, Type 1

NO.	STATION TO STATION		SIDE	AREA (SY)	REMARKS
W 9th Street					
1	12+60.06	13+15.81	LT	86.9	
2	13+53.13	13+70.78	LT	12	
3	13+53.43	13+70.94	LT	10.8	
4	13+53.70	13+71.09	LT	23.1	
5	14+02.31	14+19.82	LT	66.6	
6	14+47.10	15+18.99	LT	111.8	
7	12+57.34	13+15.62	RT	111.4	
8	13+52.44	13+66.60	RT	30.7	
9	13+52.47	13+68.81	RT	29.4	
10	14+00.89	14+18.94	RT	103.4	
11	14+63.90	15+23.76	RT	87.8	
			TOTAL	674	
			TOTAL ACRES	0.14	

Inlet Protection Device, Drop In Bags

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	13+03.27	18.85'	LT	
2	13+05.01	13.35'	RT	
3	13+47.35	15.21'	RT	
South Street				
4	21+13.41	18.74'	LT	
5	21+13.77	14.56'	RT	
	TOTAL	5		

Removal and Reinstallation of Bench

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	14+46.6	24.81'	LT	
		TOTAL	1	

PCC Pavement

NO.	STATION TO STATION		AREA (SQ YDS)	REMARKS
W 9th Street				
1	12+62.3	15+13.8	1733	
2	13+23.8	13+70.7	75.6	Colored PCC
3	13+86.7	13+96.3	21.4	Colored PCC
4	14+11.3	14+47.1	54.5	Colored PCC
5	13+09.8	13+45.1	19	Colored PCC
6	13+62.7	14+16.7	254.4	Colored PCC
7	14+34.4	14+77.9	29.8	Colored PCC
8	13+24.2	13+63.0	84.7	Colored PCC
9	13+78.4	13+88.3	22.2	Colored PCC
10	14+03.0	14+63.2	86.2	Colored PCC
		TOTAL 8" PCC Pavement	1733	
		TOTAL 8" Colored PCC	648	

Driveway, Paved, PCC, 6"

NO.	STATION TO STATION		OFFSET		AREA (SQ YDS)	REMARKS
South Street						
1	20+81.35	20+98.78	18.00'	LT	24	
2	22+69.94	22+88.64	15.50'	LT	28.2	
3	22+91.05	23+09.01	15.60'	LT	27.4	
				TOTAL	80	

Fire Hydrant Assembly Removal

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	14+28.8	28.5'	LT	
			TOTAL	1

Removal of Storm Sewer, RCP, 30" or Less

NO.	STATION TO STATION		OFFSET	SIDE	SIZE	LENGTH (LF)
W 9th Street						
1	13+02.4	13+70.4	0.03'	LT	12"	68.0
2	13+71.5	14+00.7	29.97'	RT	12"	33.1
South Street						
3	21+76.0	21+90.9	83.88'	LT	12"	15.0
4	21+90.9	22+06.1	83.88'	LT	12"	15.3
5	21+45.4	21+61.3	14.71'	LT	12"	15.8
6	21+61.3	21+91.3	14.71'	LT	12"	30.0
					TOTAL	177.2

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 121860
FIELD BOOK: —
CLIENT NO: 1058

TABULATIONS

C.04

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Subdrain Outlets and Connections, HDPE, 6"

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	12+62.44	15.01'	LT	
2	12+99.25	19.72'	LT	
3	13+06.82	20.94'	LT	
4	13+70.10	118.79'	LT	
5	14+01.37	117.78'	LT	
6	15+13.85	15.02'	LT	
7	12+62.12	15.05'	RT	
8	13+01.26	15.03'	RT	
9	13+47.54	18.79'	RT	
10	13+64.97	74.23'	RT	
11	13+66.26	81.79'	RT	
12	13+73.49	127.73'	RT	
13	13+97.58	127.80'	RT	
14	14+02.09	81.38'	RT	
15	14+02.01	73.73'	RT	
16	15+13.77	15.03'	RT	
	TOTAL	16		

Subdrain, HDPE, 6"

NO.	STATION TO STATION		OFFSET		LENGTH (LF)	REMARKS
W 9th Street						
1	12+62.4	12+99.3	15.01'	LT	39.6	
2	13+06.8	13+70.1	20.94'	LT	140.4	
3	14+01.4	15+13.9	15.02'	LT	184.9	
4	12+62.2	13+01.3	15.03'	RT	39.6	
5	13+47.5	13+65.0	18.79'	RT	59.5	
6	13+66.2	13+72.5	81.82'	RT	47.4	
7	13+98.4	14+02.1	81.38'	RT	47.9	
8	14+02.0	15+13.8	15.04'	RT	142.9	
				TOTAL	702	

Utility Adjustment

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	13+55.4	22.7'	LT	Gas Valve
		TOTAL	1	

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	12+24.5	27.00'	RT	
2	12+82.1	24.18'	LT	
3	14+56.7	25.49'	LT	
4	14+76.8	24.54'	LT	
5	15+11.7	26.02'	LT	
6	15+54.7	31.56'	RT	
South Street				
1	22+40.2	23.13'	LT	
2	22+85.2	27.00'	RT	
3	23+03.5	27.94'	RT	
TOTAL		9		

STORM SEWER MAIN

LINE NO.	PIPE MATERIAL	DIAMETER (IN)	LENGTH (FT)	SLOPE (%)	FLOW LINES		STRUCTURE NO.	
					UPSTREAM	DOWNSTREAM	UPSTREAM	DOWNSTREAM
P1-2	RCP	15	40.83	1.00%	868.90'	868.49'	INT 1	INT 2
P2-3	RCP	15	14.98	1.00%	868.39'	868.24'	INT 2	MH 3
P3-4	RCP	15	18.46	1.11%	868.45'	868.24'	INT 4	MH 3
P3-5	RCP	18	63.58	4.28%	868.14'	865.42'	MH 3	MH 5
P5-6	RCP	15	75.63	2.07%	866.98'	865.42'	INT 6	MH 5
P6-7	RCP	15	36.29	1.40%	867.65'	867.14'	INT 7	INT 6
		15" PIPE TOTAL	145					
		18" PIPE TOTAL	64					

STORM SEWER STRUCTURES

NO.	TYPE	STATION	OFFSET		FORM GRADE	RIM ELEVATION	FLOW LINE(S) IN	FLOW LINE OUT	REMARKS
INT 1	SW-501	13+45.31	18.65'	RT	871.56'			ST8	
INT 2	SW-505	13+05.09	14.84'	RT	872.33'		ST8	P1-2	
MH 3	SW-401	13+02.34	0.12'	RT		872.49'	ST2, P1-2, P2-3	ST3	
INT 4	SW-505	13+02.94	20.20'	LT	872.05'			P2-3	
MH 5	SW-401	13+70.36	0.00'			871.70'	ST2, P4-5	ST1	
INT 6	SW-505	13+65.63	77.87'	RT	872.27'		P4-6	P4-5	
INT 7	SW-505	14+08.91	77.46'	RT	871.92'			P4-6	
	SW-401 TOTAL	2							
	SW-501 TOTAL	1							
	SW-505 TOTAL	4							

Manhole Adjustment, Minor

NO.	STATION	OFFSET		EXIST. RIM ELEV.	PROP. RIM ELEV.	REMARKS
W 9th Street						
1	13+77.3	9.17'	RT	870.66'	871.60'	Sanitary
2	13+79.1	54.69'	RT	871.55'	872.17'	Sanitary
		TOTAL	2			

Valve Box Replacement

NO.	STATION	OFFSET		REMARKS
W 9th Street				
1	12+78.3	32.6'	LT	Water Valve
2	13+45.3	24.8'	RT	Water Valve
3	14+04.3	14.2'	RT	Water Valve
4	14+04.7	31.1'	RT	Water Valve
5	14+14.7	22.5'	RT	Water Valve
		TOTAL	5	

Detectable Warning

NO.	STATION	OFFSET		AREA (SF)	REMARKS
W 9th Street					
1	13+19.78	24.71'	LT	16	
2	13+19.67	15.33'	RT	16	
3	14+67.05	19.09'	LT	16	
4	14+67.14	21.82'	RT	16	
South Street					
5	21+22.85	23.01'	LT	16	
6	21+22.85	17.01'	RT	16	
7	22+62.40	15.75'	LT	16	
8	22+62.31	24.76'	RT	16	
			TOTAL	128	

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

TABULATIONS

C.05

Type A Sign, Sheet Aluminum

SIGN NO.	STATION	OFFSET		DIR OF TRAVEL	LEGEND	R1-2	R6-5P	R4-7C	OM1-2	W2-6	W16-8P (SOUTH ST)	W16-8P (W 9TH ST)	W11-2	W16-7P	POSTS			REMARKS
															NO. OF POSTS	LENGTH (FT)	ANCHOR	
W 9th Street																		
1	12+07.86	18.86'	RT	NE						1		1			1	12		
2	13+11.63	19.20'	RT	NE									1	1	1	12		
3	13+12.26	3.67"	LT	NE				1	1						1	12		
4	13+30.20	29.45'	LT	SW									1	1	1	12		
5	13+31.61	18.76'	RT	NE		1	1								1	12		
6	14+45.66	23.02'	LT	SW		1	1								1	12		
7	14+50.44	27.47'	RT	NE									1	1	1	12		
8	14+67.97	22.27'	LT	SW									1	1	1	12		
9	14+73.82	0.99'	RT	SW				1	1						1	12		
10	15+37.68	20.39'	LT	SW						1		1			1	12		
South Street																		
11	20+66.38	19.75'	RT	NW						1	1				1	12		
12	21+08.14	1.48'	LT	NW				1	1						1	12		
13	21+14.21	22.72'	RT	NW									1	1	1	12		
14	21+33.53	27.05'	LT	SE									1	1	1	12		
15	21+35.96	21.18'	RT	NW		1	1								1	12		
16	22+45.17	19.67'	LT	SE		1	1								1	12		
17	22+53.00	29.14'	RT	NW									1	1	1	12		
18	22+69.05	3.34'	RT	SE				1	1						1	12		
19	22+69.87	19.10'	LT	SE									1	1	1	12		
20	23+18.42	18.14'	LT	SE						1	1				1	12		
					SIGN TOTAL	4	4	4	4	4	2	2	8	8		240		
					SQUARE FT/SIGN	4.50	6.25	3.75	2.25	6.25	2.00	2.00	6.25	2.00				
					SIGN SUBTOTAL	18.00	25.00	15.00	9.00	25.00	4.00	4.00	50.00	16.00				
					TOTAL SIGN QTY (SF)	**166.00**												
					TOTAL POST LENGTH (LF)	**240.0**												

Sidewalk, PCC, 4"

NO.	STATION TO STATION		OFFSET		AREA (SY)	REMARKS
W 9th Street						
1	13+07.07	13+52.48	33.33'	RT	40.1	
2	13+07.10	13+53.08	33.54'	LT	40.2	
3	14+19.58	14+75.78	33.46'	LT	43.6	
4	14+18.86	14+84.24	38.43'	RT	48.4	
				TOTAL	**172.3**	

Sidewalk, PCC, 6"

NO.	STATION TO STATION		OFFSET		AREA (SY)	REMARKS
W 9th Street						
1	13+48.08	14+24.79	67.33'	LT	36	
2	13+47.38	14+23.96	64.55'	RT	35.6	
South Street						
3	21+52.57	22+29.81	62.56'	LT	36.5	
4	21+53.26	22+30.08	76.36'	RT	36.4	
				TOTAL	**144.5**	

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213860
FIELD BOOK: –
CLIENT NO: 1058

TABULATIONS

C.06

PAVEMENT MARKING LINE TYPES & SYMBOLS

See Detail on Sheet B.03

**NPY4 - For estimating purposes only. No Passing Zone Lines will be located in the field.

BLW4: Broken Lane Line (White) @ 0.25	DLW18: Dotted Line (White) @ 0.33	
CBW6: Crosswalk Bar (White) @ 15.00	ELY4: Edge Line Left (Yellow) @ 1.00	
DCY4: Double Centerline (Yellow) @ 2.00	SLW4: Solid Lane Line (White) @ 1.00	

Location								Length by Line Type (Unfactored)								
Road ID	Station to Station		Length (STA)	Dir. of Travel	Side			BLW4	CBW6	DCY4	DLW18	ELY4	SLW4			Remarks
					L	C	R	STA	STA	STA	STA	STA	STA	EACH	EACH	
W 9th Street	13+15.7	13+23.7	0.08	NE/SW		x			0.08							PERMANENT TAPE MARKING
W 9th Street	14+55.7	14+63.7	0.08	NE/SW		x			0.08							PERMANENT TAPE MARKING
South Street	21+18.9	21+26.9	0.08	NW/SE		x			0.08							PERMANENT TAPE MARKING
South Street	22+58.4	22+66.4	0.08	NW/SE		x			0.08							PERMANENT TAPE MARKING
LENGTH OR SYMBOL SUBTOTAL								0.00	0.32	0.00	0.00	0.00	0.00	0.00	0.00	
QUANTITY FACTORS								0.25	15.00	2.00	0.33	1.00	1.00	1.00	1.00	
TOTAL								0.00	4.80	0.00	0.00	0.00	0.00	0.00	0.00	
TOTAL (STA)								5								
SYMBOL TOTAL								0								

PAVEMENT MARKING LINE TYPES & SYMBOLS

See Detail on Sheet B.03

**NPY4 - For estimating purposes only. No Passing Zone Lines will be located in the field.

BLW4: Broken Lane Line (White) @ 0.25	DLW18: Dotted Line (White) @ 0.33	
CBW6: Crosswalk Bar (White) @ 15.00	ELY4: Edge Line Left (Yellow) @ 1.00	
DCY4: Double Centerline (Yellow) @ 2.00	SLW4: Solid Lane Line (White) @ 1.00	

Location								Length by Line Type (Unfactored)								
Road ID	Station to Station		Length (STA)	Dir. of Travel	Side			BLW4	CBW6	DCY4	DLW18	ELY4	SLW4			Remarks
					L	C	R	STA	STA	STA	STA	STA	STA	EACH	EACH	
W 9th Street	11+78.4	12+68.1	0.90	NE/SW		x				0.90						
W 9th Street	12+68.1	13+42.9	0.75	NE/SW		x						0.75				
W 9th Street	13+41.3	13+48.5	0.07	NE/SW		x							0.07			
W 9th Street	13+46.6	13+50.2	0.04	NE/SW		x					0.04					
W 9th Street	14+29.5	14+32.3	0.03	NE/SW		x					0.03					
W 9th Street	14+31.1	14+38.3	0.07	NE/SW		x							0.07			
W 9th Street	14+36.4	15+13.8	0.77	NE/SW		x						0.77				
W 9th Street	15+13.7	17+39.5	2.26	NE/SW		x				2.26						
W 9th Street	15+53.7	17+40.0	1.86	NE/SW		x		1.86								
South Street	20+63.5	20+69.6	0.06	NW/SE		x				0.06						
South Street	20+69.6	21+45.5	0.76	NW/SE		x						0.76				
South Street	21+44.5	21+51.8	0.07	NW/SE		x							0.07			
South Street	21+49.2	21+51.8	0.03	NW/SE		x					0.03					
South Street	22+29.1	22+35.2	0.06	NW/SE		x					0.06					
South Street	22+34.2	22+41.2	0.07	NW/SE		x							0.07			
South Street	22+39.0	23+09.1	0.70	NW/SE		x						0.70				
South Street	23+09.1	23+14.1	0.05	NW/SE		x				0.05						
LENGTH OR SYMBOL SUBTOTAL								1.86	0.00	3.27	0.15	2.98	0.29	0.00	0.00	
QUANTITY FACTORS								0.25	15.00	2.00	0.33	1.00	1.00	1.00	1.00	
TOTAL								0.47	0.00	6.53	0.05	2.98	0.29	0.00	0.00	
TOTAL (STA)								10								
SYMBOL TOTAL								0								

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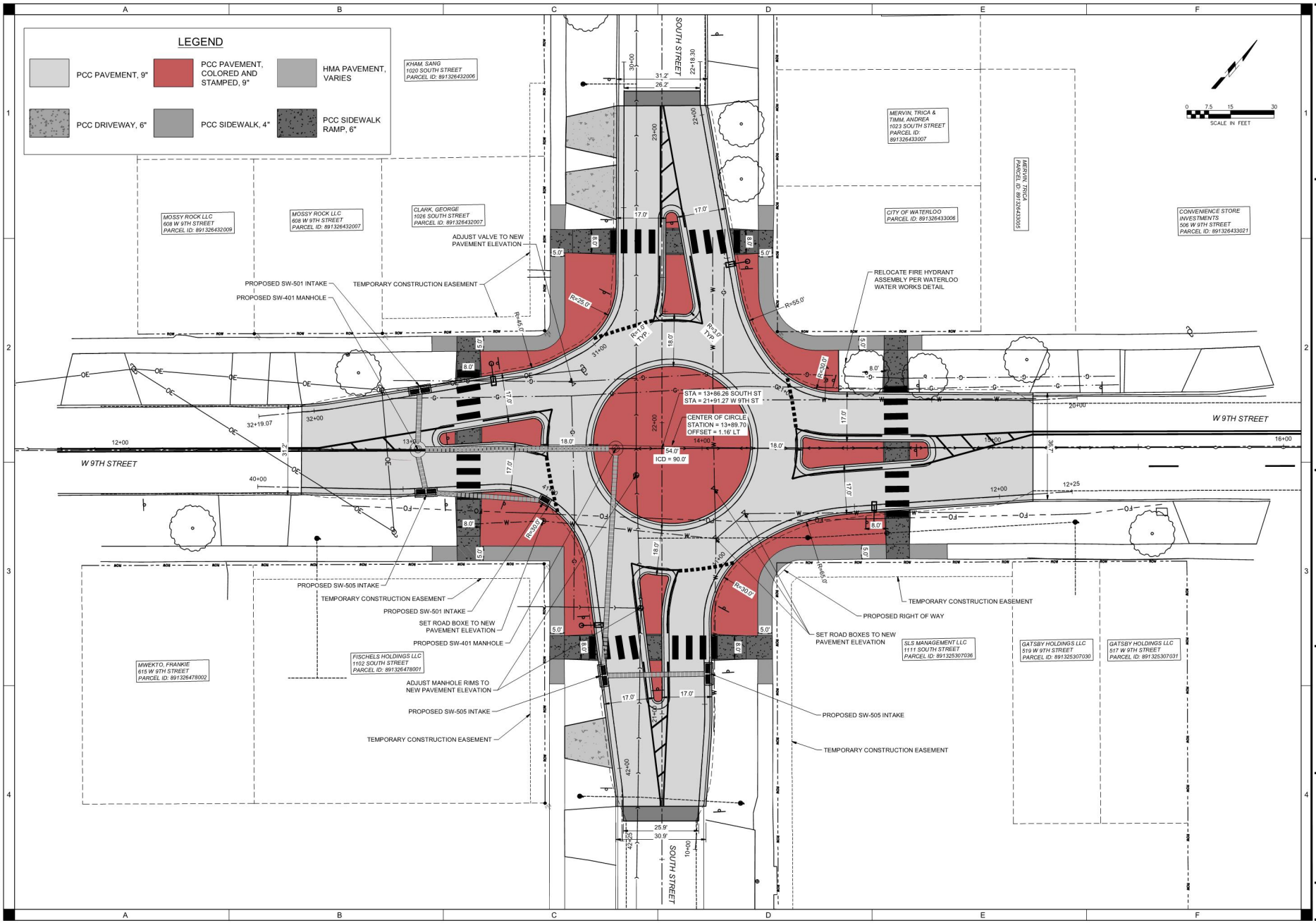
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213860
FIELD BOOK: –
CLIENT NO: 1058

TABULATIONS

C.07



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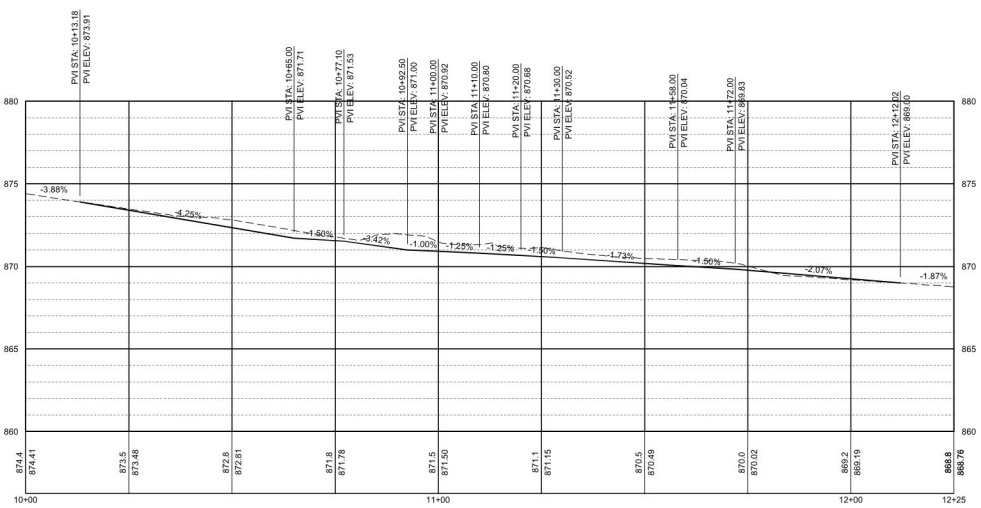
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

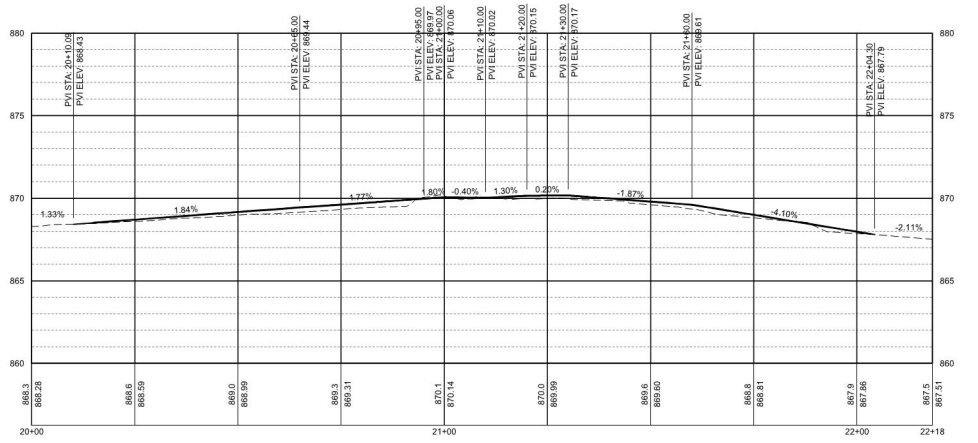
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PLAN AND PROFILE

D.01



NW BOUND TO NE BOUND CURB RETURN PROFILE AT FLAGLINE



SW BOUND TO NW BOUND CURB RETURN PROFILE AT FLAGLINE

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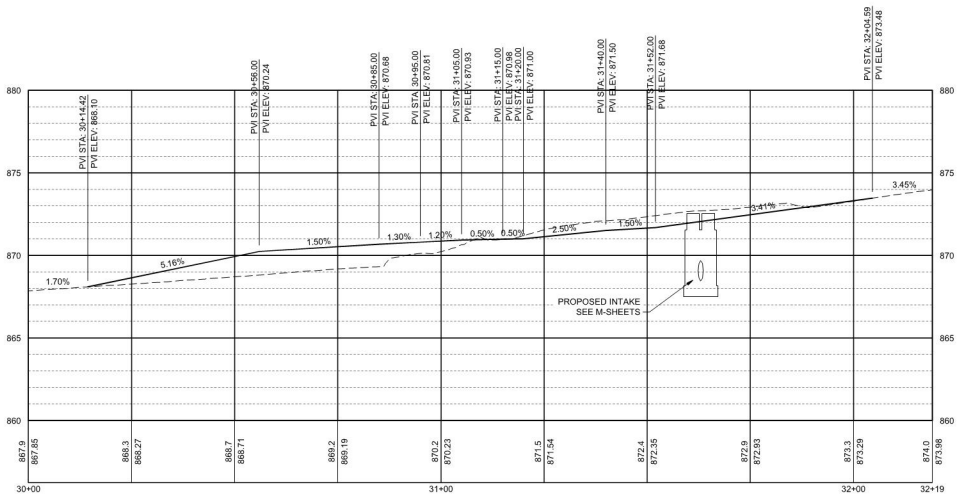
WEST 9TH STREET AND SOUTH
STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

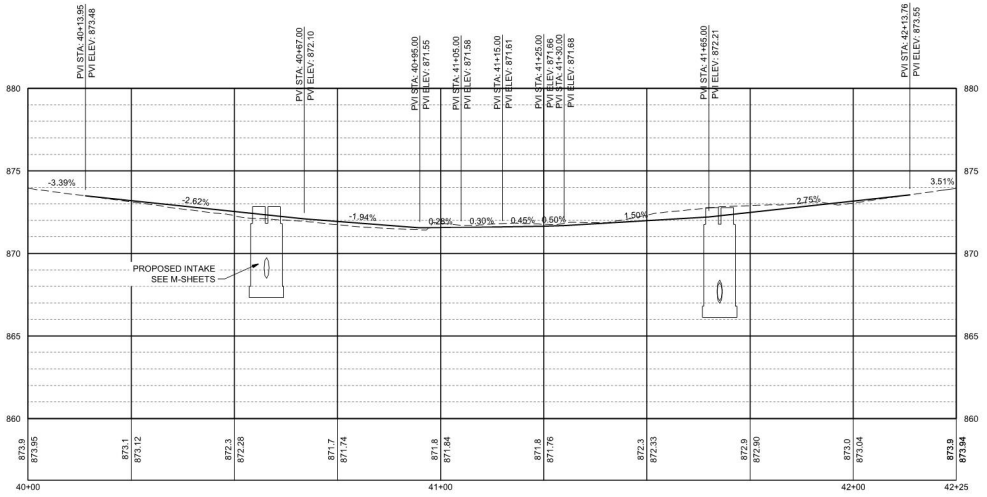
PLAN AND PROFILE

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D.02



SE BOUND SW BOUND CURB RETURN PROFILE AT FLAGLINE



NE BOUND TO SE BOUND CURB RETURN PROFILE AT FLAGLINE

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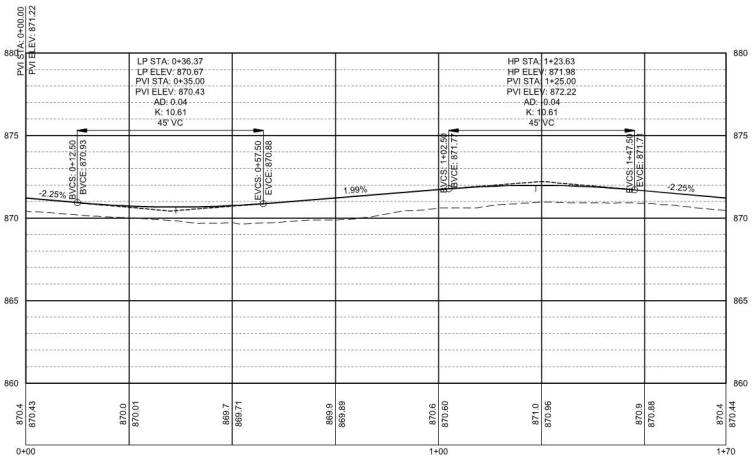
WEST 9TH STREET AND SOUTH
STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

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PLAN AND PROFILE

D.03



CENTER ISLAND BACK OF CURB PROFILE

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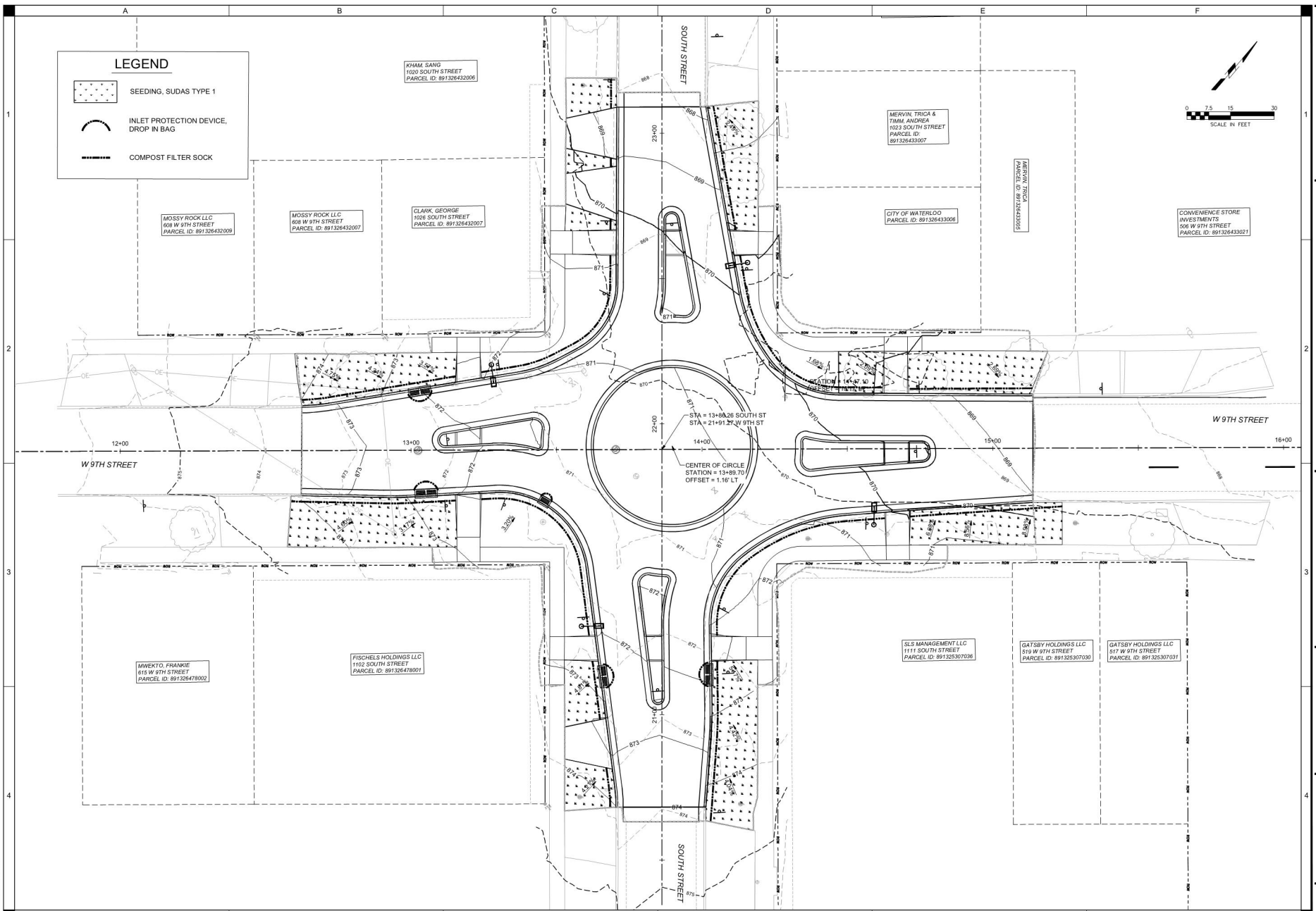
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STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

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PLAN AND PROFILE

D.04



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CITY OF WATERLOO
BLACK HAWK COUNTY, IA

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CLIENT NO: 1058

GRADING AND EROSION CONTROL

F.01

CENTER ISLAND BACK OF CURB

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
C10	169.64'	27.00'	S01° 56' 42.71"E	359° 59' 05.60"	N = 3643218.69 E = 5234623.86	0+00.00	N = 3643218.68 E = 5234623.86	1+69.639

NORTH CURB
(SOUTHBOUND TO WESTBOUND)

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
L7	15.01'		S49° 08' 02.68"E		N = 3643291.81 E = 5234486.85	30+00.00	N = 3643281.98 E = 5234498.20	30+15.010
L8	60.17'		S48° 39' 20.86"E		N = 3643281.98 E = 5234498.20	30+15.01	N = 3643242.23 E = 5234543.37	30+75.185
C3	30.41'	27.54'	S18° 32' 11.40"E	63° 16' 09.41"	N = 3643242.23 E = 5234543.37	30+75.19	N = 3643214.85 E = 5234552.56	31+05.592
L9	7.55'		S13° 07' 11.12"W		N = 3643214.85 E = 5234552.56	31+05.59	N = 3643207.50 E = 5234550.84	31+13.142
C4	15.42'	47.50'	S22° 25' 19.56"W	18° 36' 16.87"	N = 3643207.50 E = 5234550.84	31+13.14	N = 3643193.30 E = 5234544.99	31+28.565
L10	65.32'		S31° 43' 27.99"W		N = 3643193.30 E = 5234544.99	31+28.57	N = 3643137.74 E = 5234510.64	31+93.884
L11	25.18'		S35° 22' 33.30"W		N = 3643137.74 E = 5234510.64	31+93.88	N = 3643117.21 E = 5234496.06	32+19.068

CONTROL POINT DESCRIPTIONS

CP#600 - N 3643104.702, E 5234540.801 ELEV, 874.63; 10" SPIKE

CP#601 - N 3643276.345, E 5234483.276 ELEV, 869.51; 10" SPIKE

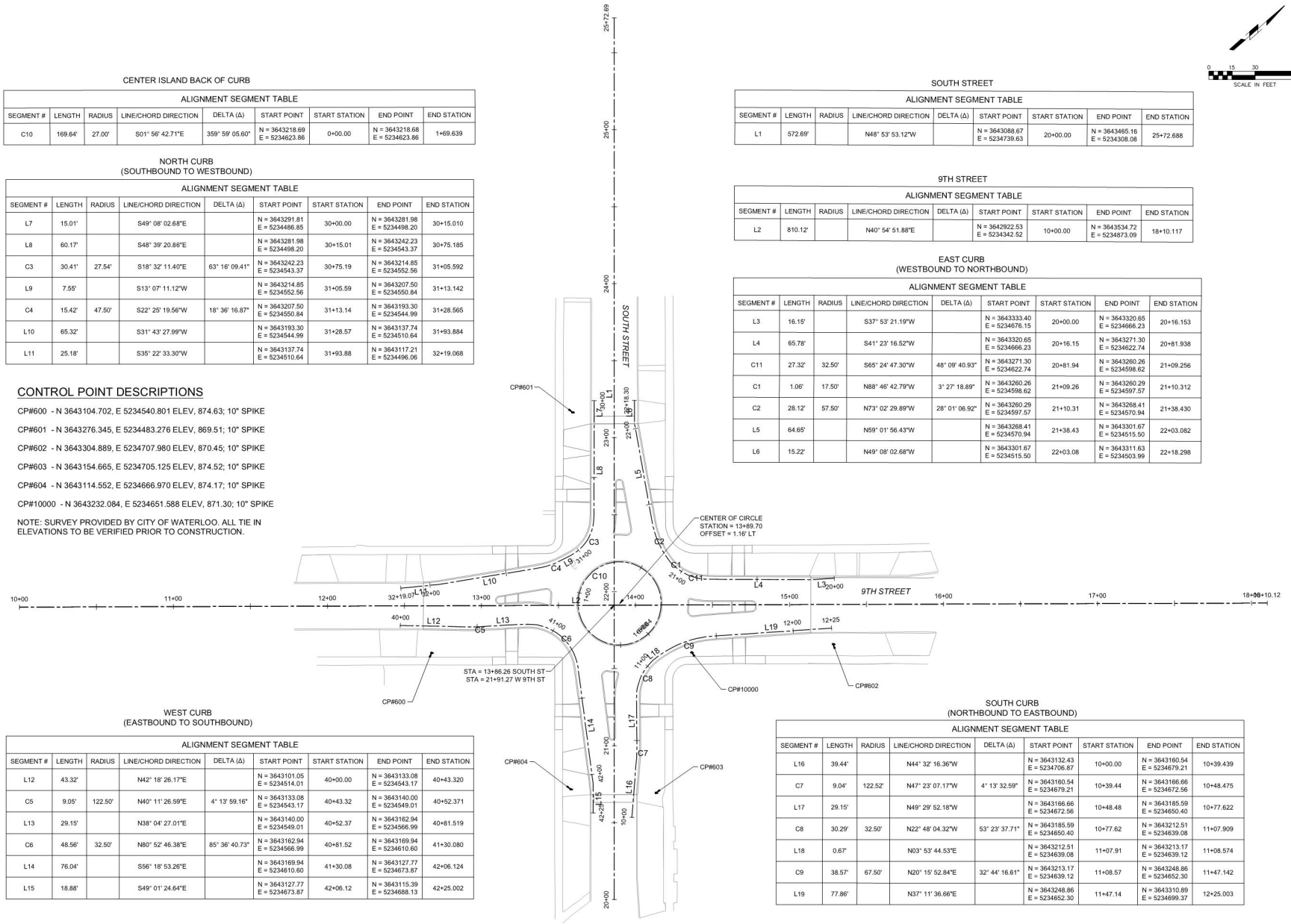
CP#602 - N 3643304.889, E 5234707.980 ELEV, 870.45; 10" SPIKE

CP#603 - N 3643154.665, E 5234705.125 ELEV, 874.52; 10" SPIKE

CP#604 - N 3643114.552, E 5234666.970 ELEV, 874.17; 10" SPIKE

CP#10000 - N 3643232.084, E 5234651.588 ELEV, 871.30; 10" SPIKE

NOTE: SURVEY PROVIDED BY CITY OF WATERLOO. ALL TIE IN ELEVATIONS TO BE VERIFIED PRIOR TO CONSTRUCTION.



SCALE IN FEET
0 15 30 60

SOUTH STREET

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
L1	572.69'		N48° 53' 53.12"W		N = 3643088.67 E = 5234739.63	20+00.00	N = 3643465.16 E = 5234308.08	25+72.688

9TH STREET

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
L2	810.12'		N40° 54' 51.88"E		N = 3642922.53 E = 5234342.52	10+00.00	N = 3643534.72 E = 5234873.09	18+10.117

EAST CURB
(WESTBOUND TO NORTHBOUND)

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
L3	16.15'		S37° 53' 21.19"W		N = 3643333.40 E = 5234676.15	20+00.00	N = 3643320.65 E = 5234666.23	20+16.153
L4	65.78'		S41° 23' 16.52"W		N = 3643320.65 E = 5234666.23	20+16.15	N = 3643271.30 E = 5234622.74	20+81.938
C11	27.32'	32.50'	S65° 24' 47.30"W	48° 09' 40.93"	N = 3643271.30 E = 5234622.74	20+81.94	N = 3643260.26 E = 5234598.62	21+09.256
C1	1.06'	17.50'	N88° 46' 42.79"W	3° 27' 18.89"	N = 3643260.26 E = 5234598.62	21+09.26	N = 3643260.29 E = 5234597.57	21+10.312
C2	28.12'	57.50'	N73° 02' 29.89"W	28° 01' 06.92"	N = 3643260.29 E = 5234597.57	21+10.31	N = 3643268.41 E = 5234570.94	21+38.430
L5	64.65'		N59° 01' 56.43"W		N = 3643268.41 E = 5234570.94	21+38.43	N = 3643301.67 E = 5234515.50	22+03.082
L6	15.22'		N49° 08' 02.68"W		N = 3643301.67 E = 5234515.50	22+03.08	N = 3643311.63 E = 5234503.99	22+18.298

WEST CURB
(EASTBOUND TO SOUTHBOUND)

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
L12	43.32'		N42° 18' 26.17"E		N = 3643101.05 E = 5234514.01	40+00.00	N = 3643133.08 E = 5234543.17	40+43.320
C5	9.05'	122.50'	N40° 11' 26.59"E	4° 13' 59.16"	N = 3643133.08 E = 5234543.17	40+43.32	N = 3643140.00 E = 5234549.01	40+52.371
L13	29.15'		N38° 04' 27.01"E		N = 3643140.00 E = 5234549.01	40+52.37	N = 3643162.94 E = 5234566.99	40+81.519
C6	48.56'	32.50'	N80° 52' 46.38"E	85° 36' 40.73"	N = 3643162.94 E = 5234566.99	40+81.52	N = 3643169.94 E = 5234610.60	41+30.080
L14	76.04'		S56° 18' 53.26"E		N = 3643169.94 E = 5234610.60	41+30.08	N = 3643127.77 E = 5234673.87	42+06.124
L15	18.88'		S49° 01' 24.64"E		N = 3643127.77 E = 5234673.87	42+06.12	N = 3643115.39 E = 5234688.13	42+25.002

SOUTH CURB
(NORTHBOUND TO EASTBOUND)

ALIGNMENT SEGMENT TABLE								
SEGMENT #	LENGTH	RADIUS	LINE/CHORD DIRECTION	DELTA (Δ)	START POINT	START STATION	END POINT	END STATION
L16	39.44'		N44° 32' 16.36"W		N = 3643132.43 E = 5234706.87	10+00.00	N = 3643160.54 E = 5234679.21	10+39.439
C7	9.04'	122.52'	N47° 23' 07.17"W	4° 13' 32.59"	N = 3643160.54 E = 5234679.21	10+39.44	N = 3643166.66 E = 5234672.56	10+48.475
L17	29.15'		N49° 29' 52.18"W		N = 3643166.66 E = 5234672.56	10+48.48	N = 3643185.59 E = 5234650.40	10+77.622
C8	30.29'	32.50'	N22° 48' 04.32"W	53° 23' 37.71"	N = 3643185.59 E = 5234650.40	10+77.62	N = 3643212.51 E = 5234639.08	11+07.909
L18	0.67'		N03° 53' 44.53"E		N = 3643212.51 E = 5234639.08	11+07.91	N = 3643213.17 E = 5234639.12	11+08.574
C9	38.57'	67.50'	N20° 15' 52.84"E	32° 44' 16.61"	N = 3643213.17 E = 5234639.12	11+08.57	N = 3643248.86 E = 5234652.30	11+47.142
L19	77.86'		N37° 11' 36.66"E		N = 3643248.86 E = 5234652.30	11+47.14	N = 3643310.89 E = 5234699.37	12+25.003

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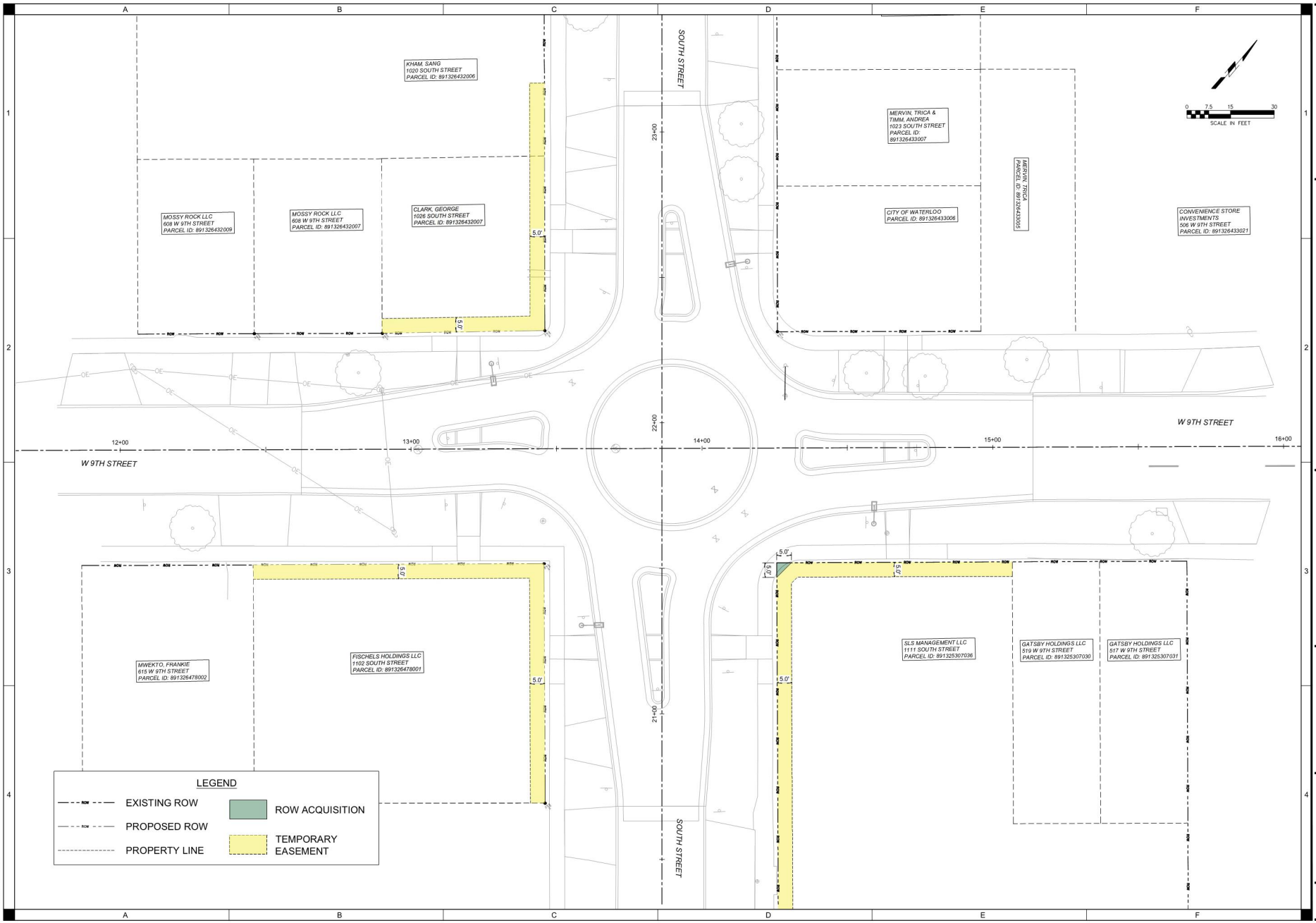
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: DAP
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 121860
FIELD BOOK: —
CLIENT NO: 1058

GEOMETRIC CONTROL

G.01



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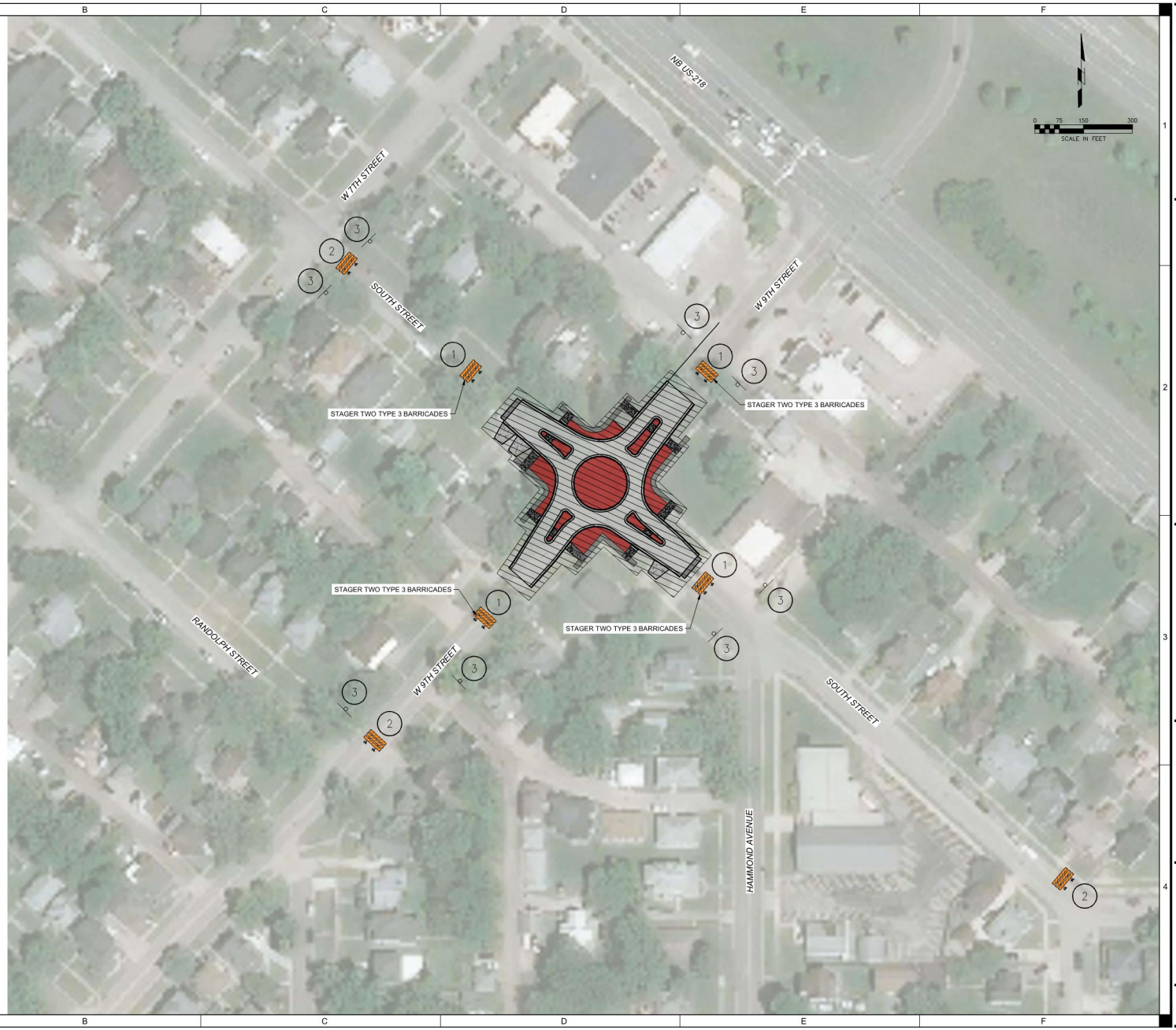
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
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ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213950
FIELD BOOK: —
CLIENT NO: 1058

RIGHT OF WAY PLAN

H.01



LEGEND

- TYPE III BARICADE
- TRAFFIC CONTROL SIGN
- WORK AREA
- (3) SIGN DETAIL NO. SEE SHEET J.01

ROAD CLOSED

R11–2
48" x 30"

(1)

ROAD CLOSED TO THRU TRAFFIC

R11–4
60" x 30"

(2)

SIDEWALK CLOSED

R9–9
24" x 12"

(3)

W 9TH STREET & SOUTH STREET- PHASE 1

TRAFFIC CONTROL

- COMPLETE CLOSURE OF THE INTERSECTION OF W 9TH STREET AND SOUTH STREET.
- ALL LOCATIONS IN THE SHOWN CONSTRUCTION ZONE SHALL HAVE MAINTAINED ACCESS.
- TRAFFIC SHALL BE DIRECTED TO FOLLOW THE SHOWN DETOUR ROUTE ON J.02.

CONSTRUCTION

- RECONSTRUCTION OF THE INTERSECTION OF W 9TH STREET AND SOUTH STREET TO INCLUDE PAVING, GRADING, AND UTILITY WORK.
- PROVIDE TEMPORARY DRIVEWAYS IF NEEDED TO MAINTAIN ACCESS TO ALL DRIVEWAYS DURING THIS PHASE.

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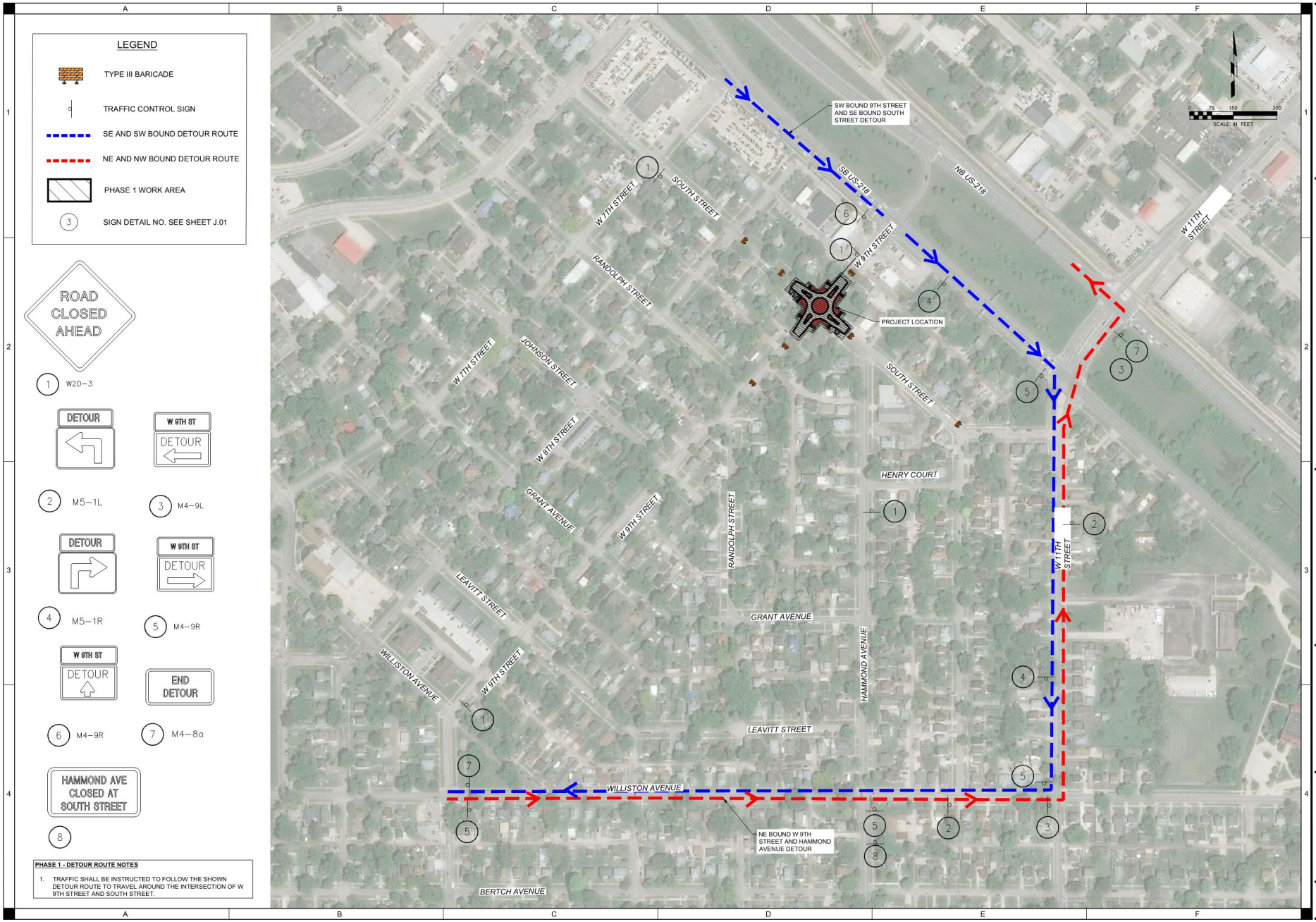
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

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CLIENT NO: 1088

TRAFFIC CONTROL PLAN

J.01



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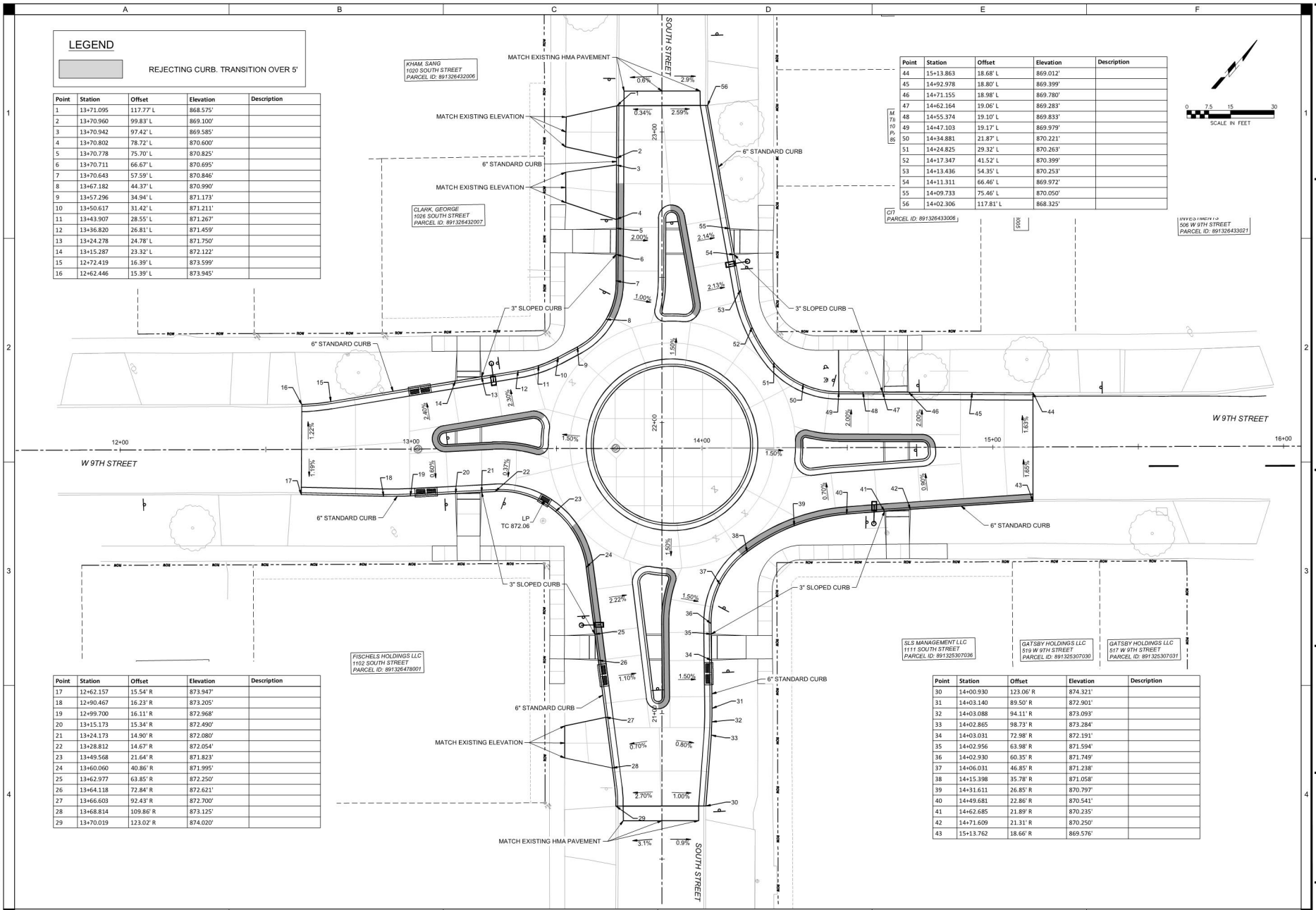
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DETOUR PLAN

J.02



Point	Station	Offset	Elevation	Description
1	13+71.095	117.77' L	868.575'	
2	13+70.960	99.83' L	869.100'	
3	13+70.942	97.42' L	869.585'	
4	13+70.802	78.72' L	870.600'	
5	13+70.778	75.70' L	870.825'	
6	13+70.711	66.67' L	870.695'	
7	13+70.643	57.59' L	870.846'	
8	13+67.182	44.37' L	870.990'	
9	13+57.296	34.94' L	871.173'	
10	13+50.617	31.42' L	871.211'	
11	13+43.907	28.55' L	871.267'	
12	13+36.820	26.81' L	871.459'	
13	13+24.278	24.78' L	871.750'	
14	13+15.287	23.32' L	872.122'	
15	12+72.419	16.39' L	873.599'	
16	12+62.446	15.39' L	873.945'	

Point	Station	Offset	Elevation	Description
44	15+13.863	18.68' L	869.012'	
45	14+92.978	18.80' L	869.399'	
46	14+71.155	18.98' L	869.780'	
47	14+62.164	19.06' L	869.283'	
48	14+55.374	19.10' L	869.833'	
49	14+47.103	19.17' L	869.979'	
50	14+34.881	21.87' L	870.221'	
51	14+24.825	29.32' L	870.263'	
52	14+17.347	41.52' L	870.399'	
53	14+13.436	54.35' L	870.253'	
54	14+11.311	66.46' L	869.972'	
55	14+09.733	75.46' L	870.050'	
56	14+02.306	117.81' L	868.325'	

Point	Station	Offset	Elevation	Description
17	12+62.157	15.54' R	873.947'	
18	12+90.467	16.23' R	873.205'	
19	12+99.700	16.11' R	872.968'	
20	13+15.173	15.34' R	872.490'	
21	13+24.173	14.90' R	872.080'	
22	13+28.812	14.67' R	872.054'	
23	13+49.568	21.64' R	871.823'	
24	13+60.060	40.86' R	871.995'	
25	13+62.977	63.85' R	872.250'	
26	13+64.118	72.84' R	872.621'	
27	13+66.603	92.43' R	872.700'	
28	13+68.814	109.86' R	873.125'	
29	13+70.019	123.02' R	874.020'	

Point	Station	Offset	Elevation	Description
30	14+00.930	123.06' R	874.321'	
31	14+03.140	89.50' R	872.901'	
32	14+03.088	94.11' R	873.093'	
33	14+02.865	98.73' R	873.284'	
34	14+03.031	72.98' R	872.191'	
35	14+02.956	63.98' R	871.594'	
36	14+02.930	60.35' R	871.749'	
37	14+06.031	46.85' R	871.238'	
38	14+15.398	35.78' R	871.058'	
39	14+31.611	26.85' R	870.797'	
40	14+49.681	22.86' R	870.541'	
41	14+62.685	21.89' R	870.235'	
42	14+71.609	21.31' R	870.250'	
43	15+13.762	18.66' R	869.576'	

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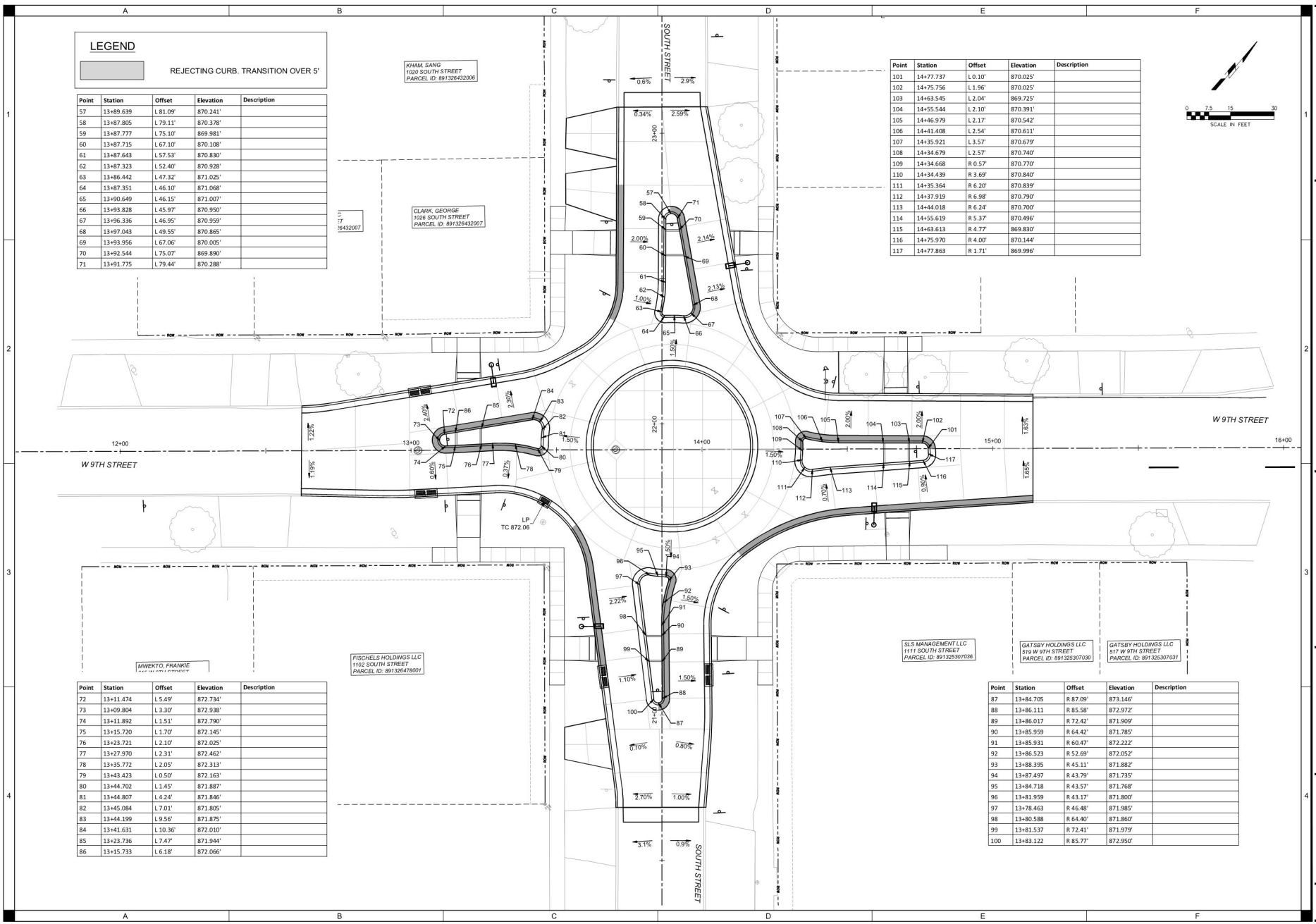
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CITY OF WATERLOO
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INTERSECTION PLAN

K.01



Point	Station	Offset	Elevation	Description
57	13+89.639	L 81.09'	870.241'	
58	13+87.805	L 79.11'	870.378'	
59	13+87.777	L 75.10'	869.981'	
60	13+87.715	L 67.10'	870.108'	
61	13+87.643	L 57.53'	870.830'	
62	13+87.323	L 52.40'	870.928'	
63	13+86.442	L 47.32'	871.025'	
64	13+87.351	L 46.10'	871.068'	
65	13+90.649	L 46.15'	871.007'	
66	13+93.828	L 45.97'	870.950'	
67	13+96.336	L 46.95'	870.959'	
68	13+97.043	L 49.55'	870.865'	
69	13+93.956	L 67.06'	870.005'	
70	13+92.544	L 75.07'	869.890'	
71	13+91.775	L 79.44'	870.288'	

Point	Station	Offset	Elevation	Description
101	14+77.737	L 0.10'	870.025'	
102	14+75.756	L 1.96'	870.025'	
103	14+63.545	L 2.04'	869.725'	
104	14+55.544	L 2.10'	870.391'	
105	14+46.979	L 2.17'	870.542'	
106	14+41.408	L 2.54'	870.611'	
107	14+35.921	L 3.57'	870.679'	
108	14+34.679	L 2.57'	870.740'	
109	14+34.668	R 0.57'	870.770'	
110	14+34.439	R 3.69'	870.840'	
111	14+35.364	R 6.20'	870.839'	
112	14+37.919	R 6.98'	870.790'	
113	14+44.018	R 6.24'	870.700'	
114	14+55.619	R 5.37'	870.496'	
115	14+63.613	R 4.77'	869.830'	
116	14+75.970	R 4.00'	870.144'	
117	14+77.863	R 1.71'	869.996'	

Point	Station	Offset	Elevation	Description
72	13+11.474	L 5.49'	872.734'	
73	13+09.804	L 3.30'	872.938'	
74	13+11.892	L 1.51'	872.790'	
75	13+15.720	L 1.70'	872.145'	
76	13+23.721	L 2.10'	872.025'	
77	13+27.970	L 2.31'	872.462'	
78	13+35.772	L 2.05'	872.313'	
79	13+43.423	L 0.50'	872.163'	
80	13+44.702	L 1.45'	871.887'	
81	13+44.807	L 4.24'	871.846'	
82	13+45.084	L 7.01'	871.805'	
83	13+44.199	L 9.56'	871.875'	
84	13+41.631	L 10.36'	872.010'	
85	13+23.736	L 7.47'	871.944'	
86	13+15.733	L 6.18'	872.066'	

Point	Station	Offset	Elevation	Description
87	13+84.705	R 87.09'	873.146'	
88	13+86.111	R 85.58'	872.972'	
89	13+86.017	R 72.42'	871.909'	
90	13+85.959	R 64.42'	871.785'	
91	13+85.931	R 60.47'	872.222'	
92	13+86.523	R 52.69'	872.052'	
93	13+88.395	R 45.11'	871.882'	
94	13+87.497	R 43.79'	871.735'	
95	13+84.718	R 43.57'	871.768'	
96	13+81.959	R 43.17'	871.800'	
97	13+78.463	R 46.48'	871.985'	
98	13+80.588	R 64.40'	871.860'	
99	13+81.537	R 72.41'	871.979'	
100	13+83.122	R 85.77'	872.950'	

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

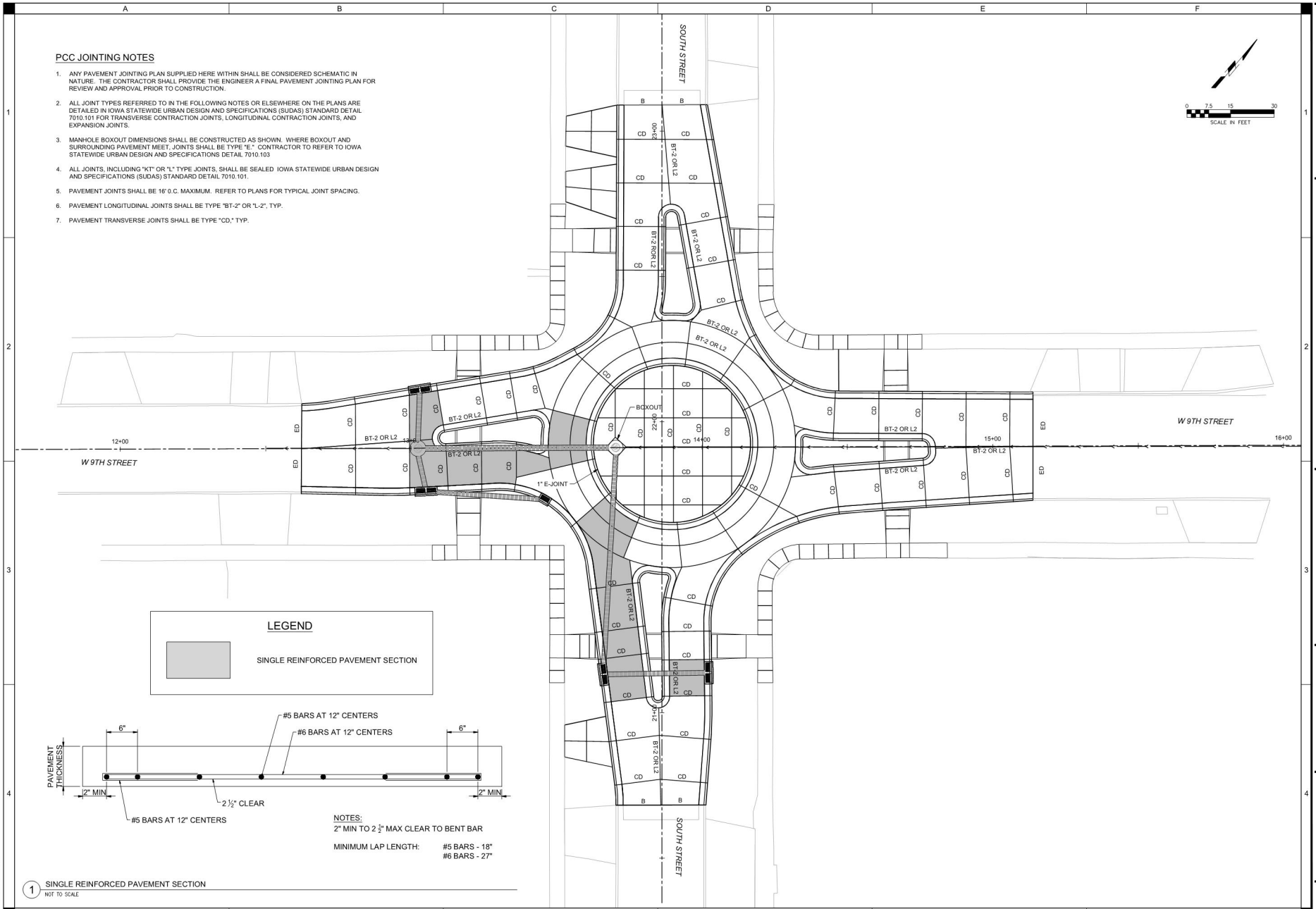
DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213950
FIELD BOOK: —
CLIENT NO: 1088

INTERSECTION PLAN

K.02

PCC JOINTING NOTES

1. ANY PAVEMENT JOINTING PLAN SUPPLIED HERE WITHIN SHALL BE CONSIDERED SCHEMATIC IN NATURE. THE CONTRACTOR SHALL PROVIDE THE ENGINEER A FINAL PAVEMENT JOINTING PLAN FOR REVIEW AND APPROVAL PRIOR TO CONSTRUCTION.
2. ALL JOINT TYPES REFERRED TO IN THE FOLLOWING NOTES OR ELSEWHERE ON THE PLANS ARE DETAILED IN IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) STANDARD DETAIL 7010.101 FOR TRANSVERSE CONTRACTION JOINTS, LONGITUDINAL CONTRACTION JOINTS, AND EXPANSION JOINTS.
3. MANHOLE BOXOUT DIMENSIONS SHALL BE CONSTRUCTED AS SHOWN. WHERE BOXOUT AND SURROUNDING PAVEMENT MEET, JOINTS SHALL BE TYPE "E." CONTRACTOR TO REFER TO IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS DETAIL 7010.103
4. ALL JOINTS, INCLUDING "KT" OR "L" TYPE JOINTS, SHALL BE SEALED IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) STANDARD DETAIL 7010.101.
5. PAVEMENT JOINTS SHALL BE 16' 0.C. MAXIMUM. REFER TO PLANS FOR TYPICAL JOINT SPACING.
6. PAVEMENT LONGITUDINAL JOINTS SHALL BE TYPE "BT-2" OR "L-2", TYP.
7. PAVEMENT TRANSVERSE JOINTS SHALL BE TYPE "CD," TYP.



LEGEND

SINGLE REINFORCED PAVEMENT SECTION

NOTES:
2" MIN TO 2 ¾" MAX CLEAR TO BENT BAR

MINIMUM LAP LENGTH: #5 BARS - 18"
#6 BARS - 27"

1 SINGLE REINFORCED PAVEMENT SECTION
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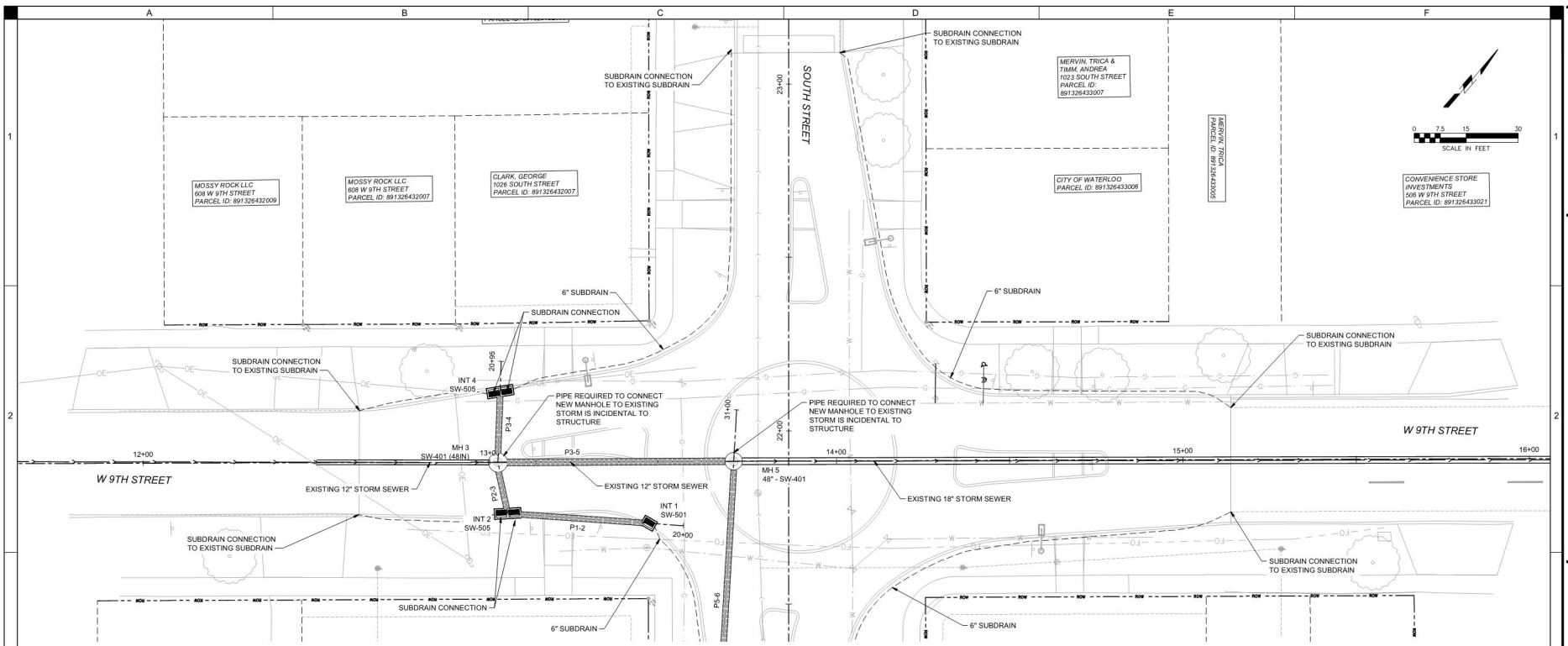
CITY OF WATERLOO
BLACK HAWK COUNTY, IA

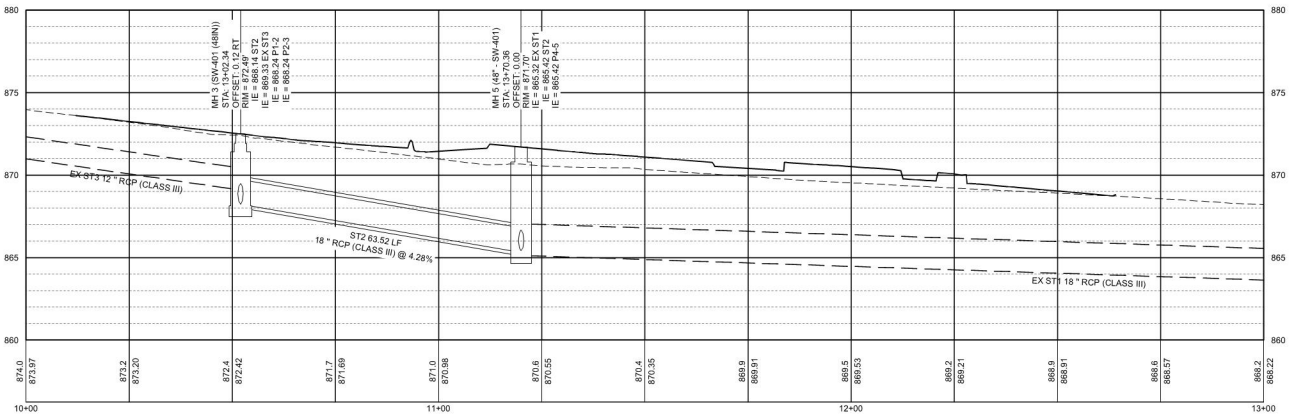
DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213950
FIELD BOOK: —
CLIENT NO: 1088

JOINTING PLAN

L.01

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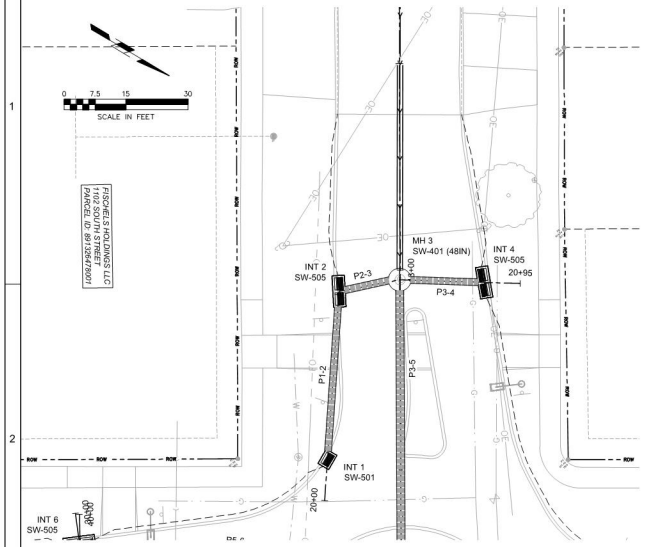
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

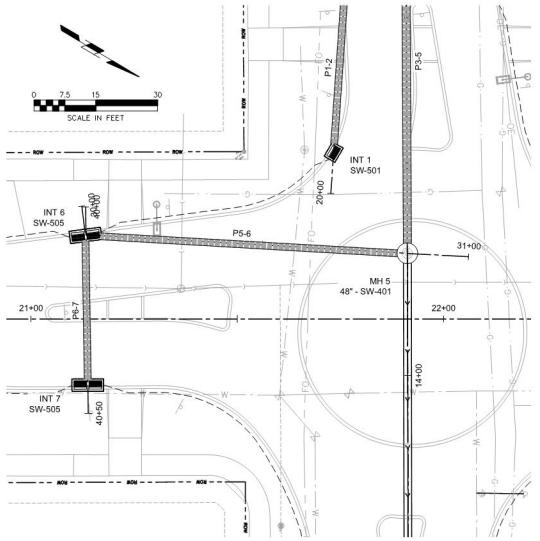
CITY OF WATERLOO
BLACK HAWK COUNTY, IA

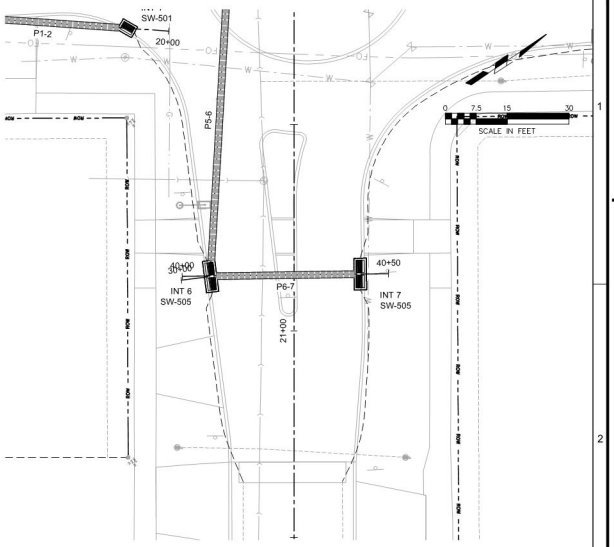
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ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

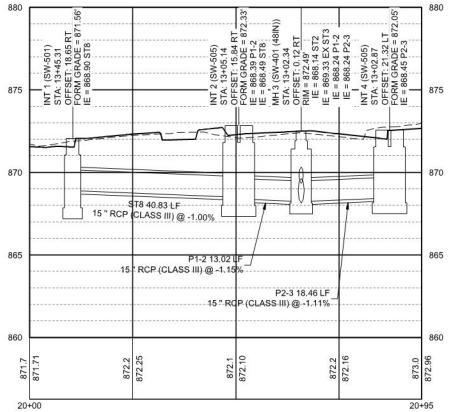
STORM SEWER PLAN

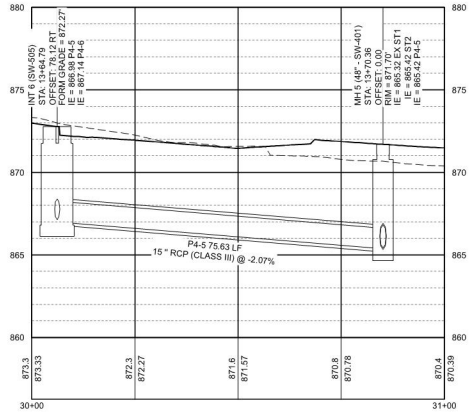
M.01

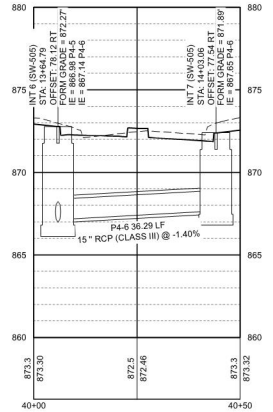












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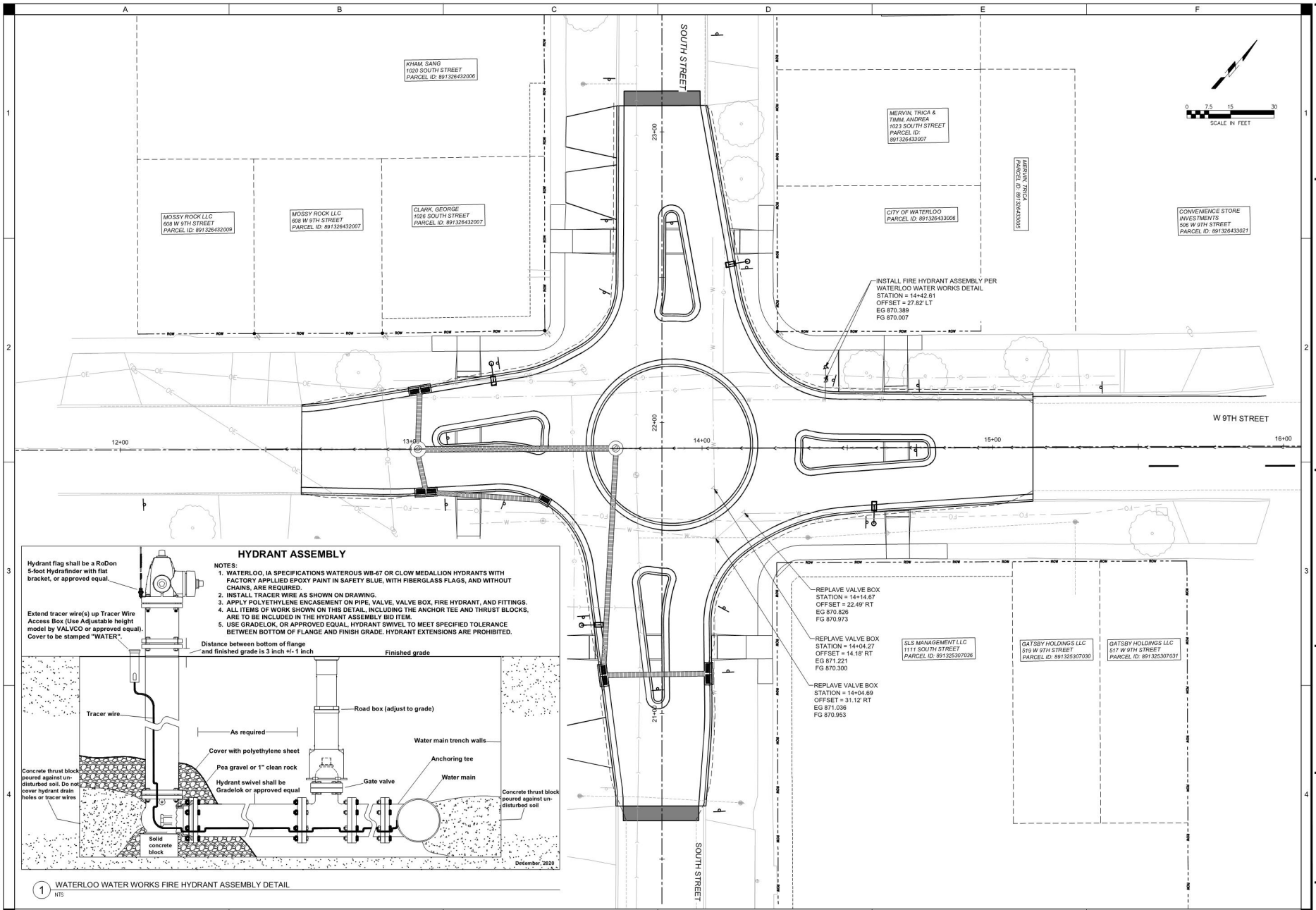
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

STORM SEWER PROFILES

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
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PROJECT NO: 121860
FIELD BOOK: —
CLIENT NO: 1058

M.02



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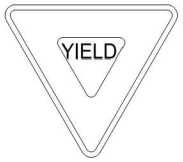
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

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ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

WATER MAIN PLAN

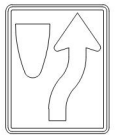
MW.01



1 R1-2 (YIELD) 36"x36"x36"



2 R6-5P (ROUNDABOUT CIRCULATION PLAQUE) 30"x30"



3 R4-7c KEEP RIGHT 18"x30"



4 OM1-2, (OBJECT MARKER) 18"x18"



5 W2-6 (CIRCULAR INTERSECTION) 30"x30"



6 W16-8P (ADVANCE STREET NAME) 36"x8"



7 W16-8P (ADVANCE STREET NAME) 36"x8"



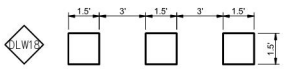
8 W11-2 (PEDESTRIAN) 30"x30"



9 W16-7P (DOWNWARD DIAGONAL ARROW PLAQUE) 24"x12"

PAVEMENT MARKINGS LEGEND

- SLW4 — SOLID LANE LINE (White)
- ELY4 — EDGE LINE LEFT (Yellow)
- DLW18 — DOTTED LINE, 18" (White)
- DCY4 — DOUBLE CENTERLINE (Yellow)
- CBW6 — CROSSWALK BAR (White) (PERMANENT TAPE MARKINGS)



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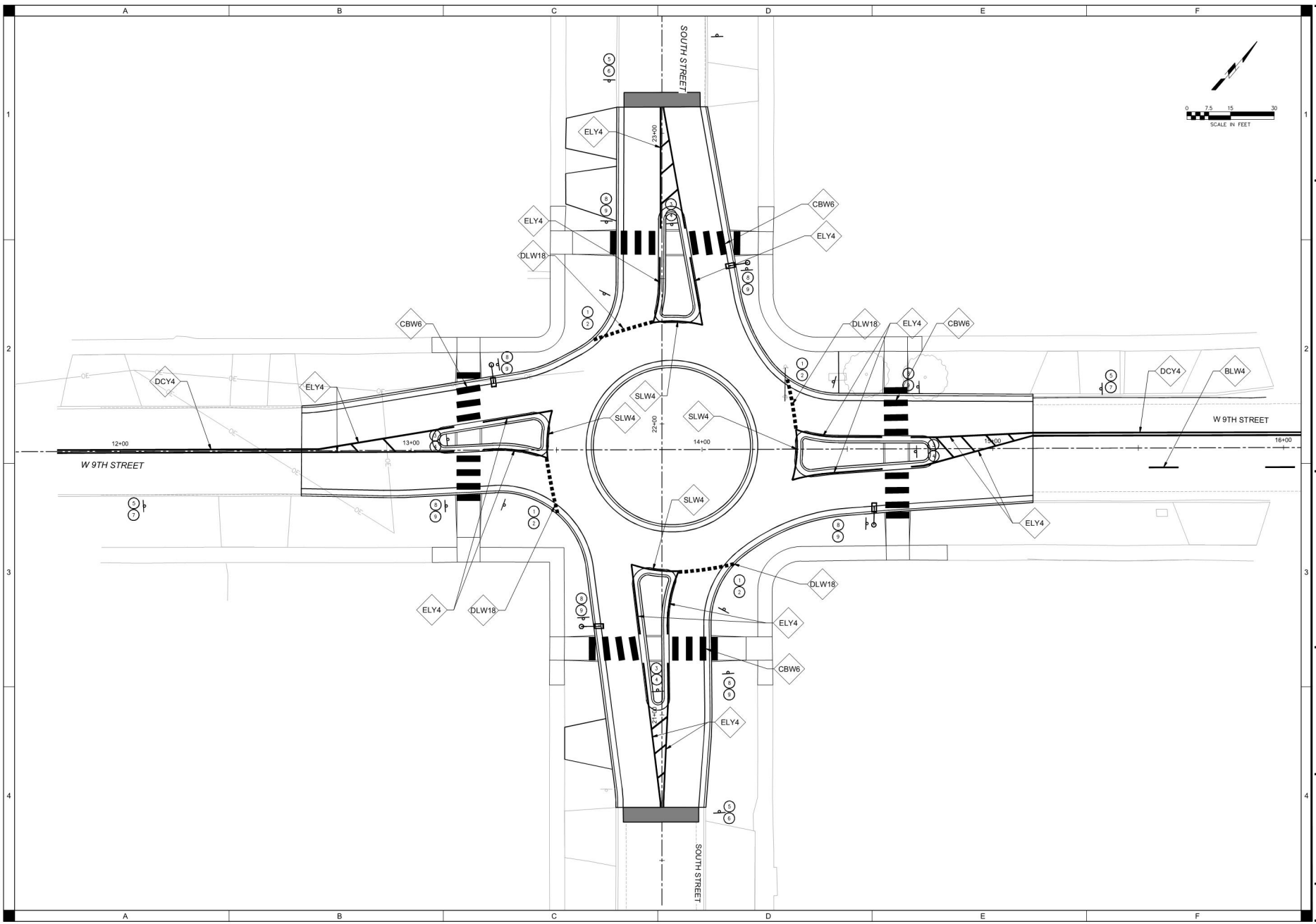
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

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DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
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PAVEMENT MARKING AND SIGNING PLAN

N.01



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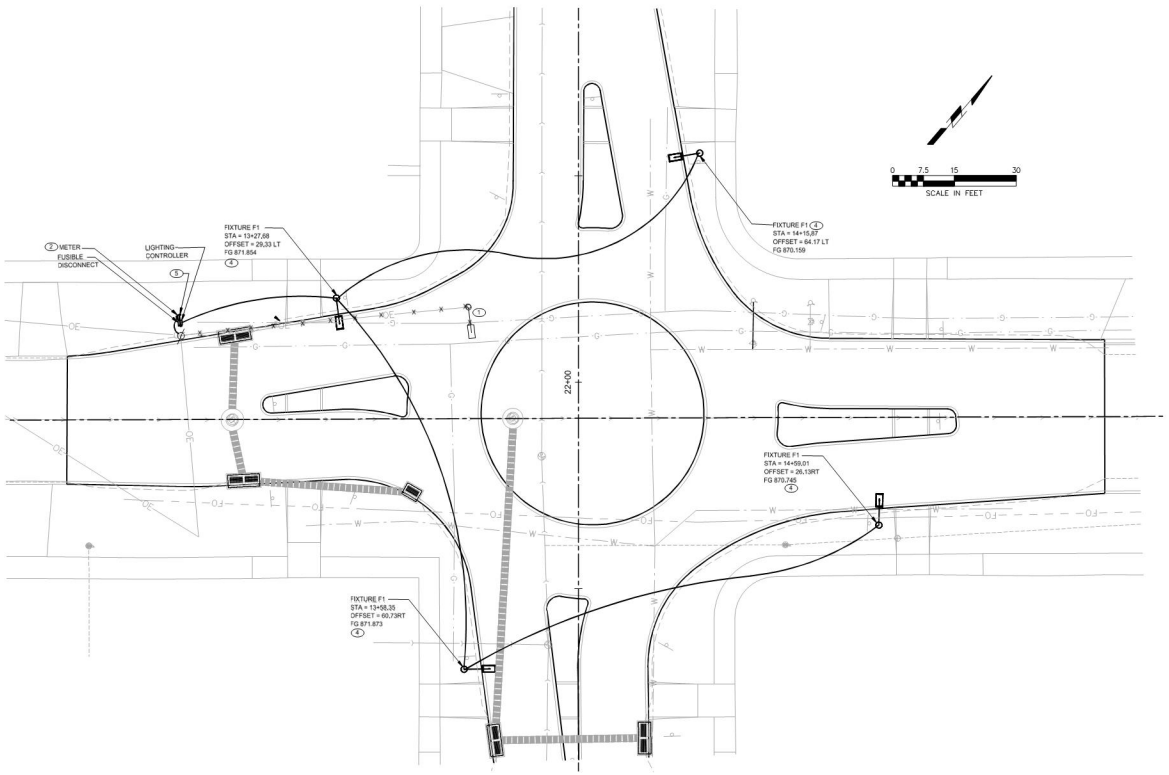
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

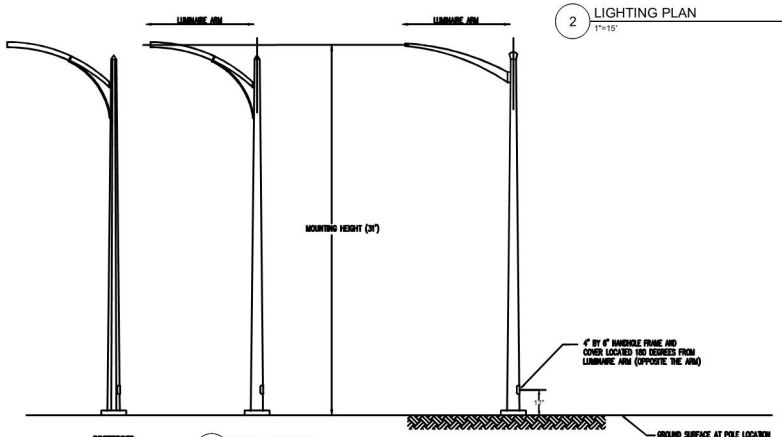
DRAWN: JPL
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ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

PAVEMENT MARKING AND SIGNING PLAN

N.02



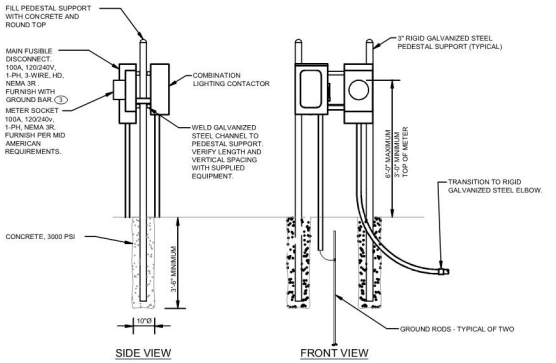
2 LIGHTING PLAN
1"=15'



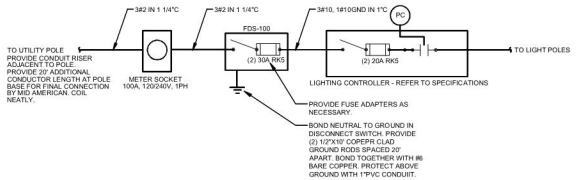
1 POLE DETAIL
NOT TO SCALE

GENERAL NOTES:
1. COORDINATE REMOVAL OF EXISTING STREET LIGHT WITH MID AMERICAN ENERGY, REFER TO SHEET A.03 FOR LOCATION.
2. COORDINATE NEW SERVICE ENTRANCE WITH MID AMERICAN ENERGY, CONTACT IS DAVID KLINE, (319)291-4726, David.Kline@midamerican.com
3. MINIMUM WIRING SHALL BE 2#12, #12GND IN 1"CONDUIT.
4. REFER TO SPECIFICATIONS FOR LIGHTING RELAY REQUIREMENTS.

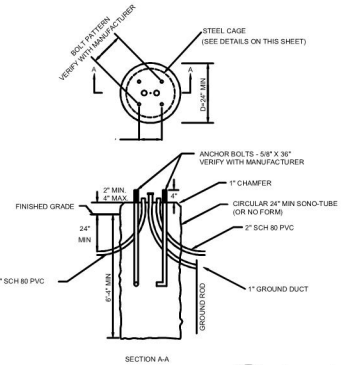
KEYED NOTES: (4)
1. COORDINATE REMOVAL OF EXISTING STREET LIGHT AND ASSOCIATED OVERHEAD WIRING WITH MID AMERICAN ENERGY.
2. COORDINATE NEW SERVICE ENTRANCE WITH MID AMERICAN ENERGY. CONTACT IS DAVID KLINE, (319)291-4726, David.Kline@midamerican.com
3. PROVIDE SQUARE D 3110 H323RB 100A, FUSED DISCONNECT, NEMA 3R ENCLOSURE, OR APPROVED EQUAL BY EATON, SIEMENS, GE.
4. TYPE F1 FIXTURE SHALL BE PHILIPS LUMEC RFM-16WX32LED4K-R3M-DWG-PHB-BK, OR APPROVED EQUAL BY ACUITY. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION. REFER TO DETAIL 1/P.01 FOR POLE DETAIL, REFER TO DETAIL 5/P.01 FOR POLE BASE DETAIL.
5. REFER TO DETAIL 3/P.01 FOR METER BASE MOUNTING DETAIL.

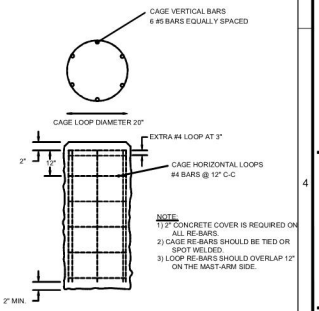


3 METER BASE DETAIL
NOT TO SCALE



4 ONE-LINE DIAGRAM
NOT TO SCALE





5 POLE BASE DETAIL
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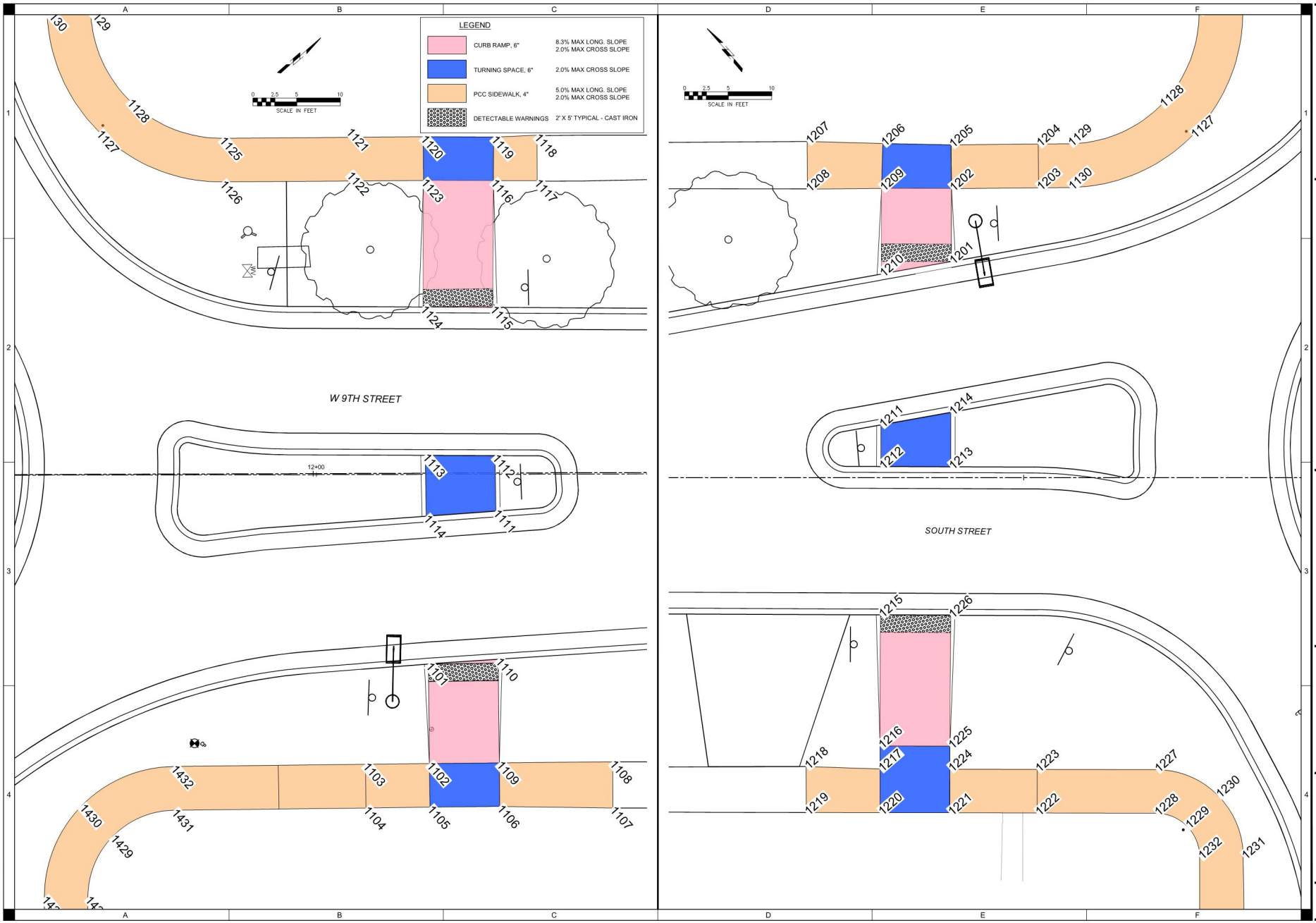
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
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DATE: 05/31/2022
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FIELD BOOK: —
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LIGHTING PLAN

P.01



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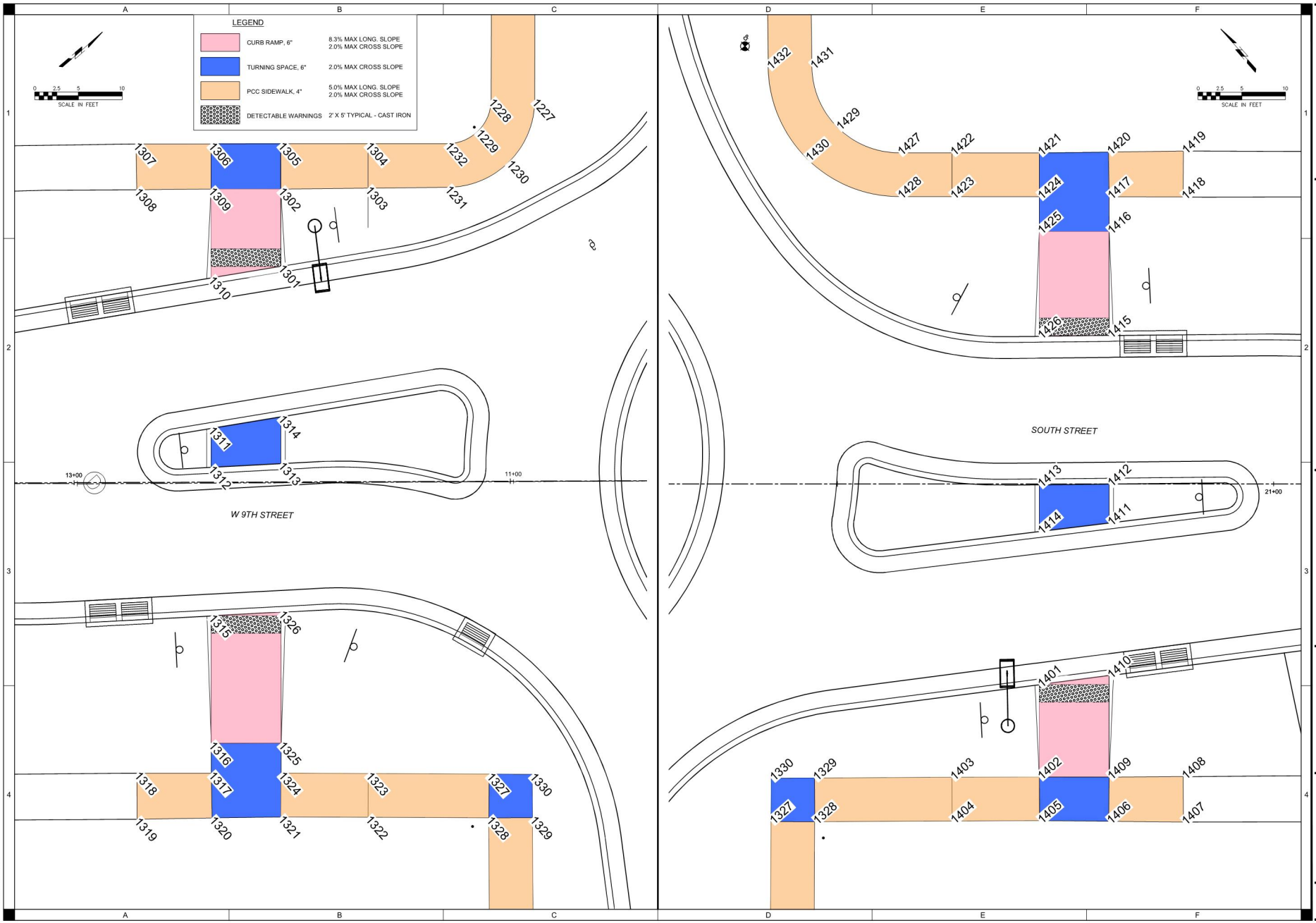
WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
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SIDEWALK PLAN

S.01



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CITY OF WATERLOO
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FIELD BOOK: —
CLIENT NO: 1058

SIDEWALK PLAN

S.02

113-10

04-18-17

SIDEWALK COMPLIANCE

See S Sheets

* Does not include curb

Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.

Refer to tabulation 113-01 for bid quantities.

Point to Point		Sidewalk Designation	" PCC Sidewalk	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
												Point	Station	Offset	Elevation
				FT	FT	%	Pos. or Neg.		%						
1101	1102	Ramp Running Slope	6	11.40	0.75	0.07	0.5% to 8.3%					1101	14+63.14	21.86	870.03
1101	1110	Crosswalk Cross Slope - Yield Condition	6	8.01	-0.25	-0.03	0.0% to 4.2%					1102	14+63.22	33.26	870.78
1102	1103	Sidewalk Running Slope	4	7.33	0.18	0.03	0.5% to 5.0%					1103	14+55.90	33.33	870.97
1102	1105	Landing/Turning Space	4	5.00	0.08	0.02	0.1% to 2.0%	Yes				1104	14+55.94	38.32	871.05
1102	1109	Landing/Turning Space	4	8.00	-0.12	-0.02	0.1% to 2.0%					1105	14+63.26	38.26	870.87
1103	1104	Sidewalk Cross Slope	4	4.99	0.08	0.02	0.5% to 2.0%	Yes				1106	14+71.26	38.2	870.74
1104	1105	Sidewalk Running Slope	4	7.32	-0.18	-0.03	0.5% to 5.0%					1107	14+76.24	38.43	871.26
1105	1106	Landing/Turning Space	4	8.00	-0.12	-0.02	0.1% to 2.0%					1108	14+76.22	33.16	871.19
1106	1107	Sidewalk Running Slope	4	13.00	0.51	0.04	0.5% to 5.0%					1109	14+71.22	33.2	870.66
1106	1109	Landing/Turning Space	4	5.00	-0.08	-0.02	0.1% to 2.0%	Yes				1110	14+71.14	21.34	869.78
1107	1108	Match Existing Cross Slope	4	5.27	-0.07	-0.01	Match Existing								
1108	1109	Sidewalk Running Slope	4	13.00	-0.53	-0.04	0.5% to 5.0%	Yes							
1109	1110	Ramp Running Slope	6	11.86	-0.89	-0.08	0.5% to 8.3%	Yes							
1111	1112	Landing/Turning Space	4	6.34	-0.11	-0.02	0.1% to 2.0%	Yes				1111	14+70.94	4.36	869.71
1111	1114	Landing/Turning Space	4	8.02	0.14	0.02	0.1% to 2.0%	Yes				1112	14+70.86	-1.98	869.60
1112	1113	Landing/Turning Space	4	8.00	0.14	0.02	0.1% to 2.0%	Yes				1113	14+62.86	-2.06	869.74
1113	1114	Landing/Turning Space	4	7.00	0.11	0.02	0.1% to 2.0%	Yes				1114	14+62.94	4.94	869.86
1115	1116	Ramp Running Slope	6	14.50	0.73	0.05	0.5% to 8.3%					1115	14+70.66	18.98	869.29
1115	1124	Crosswalk Cross Slope - Yield Condition	6	7.99	0.12	0.02	0.0% to 2.0%					1116	14+70.78	33.48	870.02
1116	1117	Sidewalk Running Slope	4	5.00	-0.10	-0.02	0.5% to 5.0%					1117	14+75.78	33.46	869.92
1116	1119	Landing/Turning Space	4	5.00	0.07	0.02	0.1% to 2.0%					1118	14+75.79	38.68	870.00
1116	1123	Landing/Turning Space	4	8.01	0.12	0.02	0.1% to 2.0%					1119	14+70.83	38.48	870.09
1117	1118	Match Existing Cross Slope	4	5.22	0.08	0.02	Match Existing					1120	14+62.75	38.55	870.21
1118	1119	Sidewalk Running Slope	4	4.97	0.09	0.02	0.5% to 5.0%					1121	14+54.24	39.39	870.36
1119	1120	Landing/Turning Space	4	8.08	0.12	0.02	0.1% to 2.0%					1122	14+54.26	34.39	870.28
1120	1121	Sidewalk Running Slope	4	8.55	0.14	0.02	0.5% to 5.0%					1123	14+62.77	33.55	870.14
1120	1123	Landing/Turning Space	4	5.00	-0.08	-0.02	0.1% to 2.0%					1124	14+62.66	19.05	869.41
1121	1122	Sidewalk Cross Slope	4	5.00	-0.08	-0.02	0.5% to 2.0%	Yes				1125	14+39.69	38.45	872.27
1122	1123	Sidewalk Running Slope	4	8.55	-0.14	-0.02	0.5% to 5.0%					1126	14+39.71	33.45	872.27
1123	1124	Ramp Running Slope	6	14.50	-0.73	-0.05	0.5% to 8.3%					1127	14+25.60	39.25	872.27
												1128	14+29.11	42.8	872.27
												1129	14+24.68	53.35	872.27
												1130	14+19.68	53.31	872.27
1201	1202	Ramp Running Slope	6	8.36	0.24	0.03	0.5% to 8.3%					1201	14+11.22	66.96	869.72
1201	1210	Crosswalk Cross Slope - Yield Condition	6	8.13	-0.12	-0.02	0.0% to 2.0%					1202	14+19.58	66.91	869.97
1202	1203	Sidewalk Running Slope	4	10.01	0.24	0.02	0.5% to 5.0%					1203	14+19.65	56.9	870.21
1202	1205	Landing/Turning Space	4	5.02	0.10	0.02	0.1% to 2.0%	Yes				1204	14+24.67	56.94	870.30
1202	1209	Landing/Turning Space	4	8.00	-0.12	-0.02	0.1% to 2.0%					1205	14+24.60	66.94	870.06
1203	1204	Sidewalk Cross Slope	4	5.02	0.10	0.02	0.5% to 2.0%	Yes				1206	14+24.79	74.75	869.94
1204	1205	Sidewalk Running Slope	4	10.00	-0.24	-0.02	0.5% to 5.0%					1207	14+25.05	83.4	869.59
1205	1206	Landing/Turning Space	4	7.81	-0.12	-0.02	0.1% to 2.0%	Yes				1208	14+19.58	83.41	869.46
1206	1207	Sidewalk Running Slope	4	8.65	-0.35	-0.04	0.5% to 5.0%					1209	14+19.63	74.91	869.85
1206	1209	Landing/Turning Space	4	5.16	-0.09	-0.02	0.1% to 2.0%	Yes				1210	14+09.82	74.97	869.60
1207	1208	Match Existing Cross Slope	4	5.47	-0.13	-0.02	Match Existing								
1208	1209	Sidewalk Running Slope	4	8.50	0.38	0.05	0.5% to 5.0%	Yes							
1209	1210	Ramp Running Slope	6	9.81	-0.25	-0.03	0.5% to 8.3%								
1211	1212	Landing/Turning Space	4	4.77	0.09	0.02	0.1% to 2.0%	Yes				1211	13+92.54	75.07	869.89
1211	1214	Landing/Turning Space	4	8.13	0.12	0.01	0.1% to 2.0%					1212	13+87.78	75.1	869.98
1212	1213	Landing/Turning Space	4	8.00	0.13	0.02	0.1% to 2.0%	Yes				1213	13+87.72	67.1	870.11
1213	1214	Landing/Turning Space	4	6.24	-0.10	-0.02	0.1% to 2.0%	Yes				1214	13+93.96	67.06	870.01
1215	1216	Ramp Running Slope	6	15.01	0.45	0.03	0.5% to 8.3%					1215	13+70.78	75.2	870.28
1215	1226	Crosswalk Cross Slope - Yield Condition	6	8.03	0.12	0.02	0.0% to 2.0%					1216	13+55.76	75.28	870.73
1216	1217	Landing/Turning Space	4	2.64	0.04	0.02	0.1% to 2.0%					1217	13+53.13	75.3	870.77
1216	1225	Landing/Turning Space	4	8.00	0.12	0.02	0.1% to 2.0%					1218	13+53.43	83.76	870.37
1217	1218	Sidewalk Running Slope	4	8.47	-0.40	-0.05	0.5% to 5.0%	Yes				1219	13+48.17	83.77	870.46
1217	1220	Landing/Turning Space	4	5.00	0.08	0.02	0.1% to 2.0%					1220	13+48.12	75.33	870.84
1218	1219	Match Existing Cross Slope	4	5.26	0.09	0.02	Match Existing					1221	13+48.08	67.33	870.96
1219	1220	Sidewalk Running Slope	4	8.44	0.38	0.05	0.5% to 5.0%	Yes				1222	13+48.02	57.33	871.19
1220	1221	Landing/Turning Space	4	8.00	0.12	0.02	0.1% to 2.0%					1223	13+53.02	57.3	871.12
1221	1222	Sidewalk Running Slope	4	10.00	0.23	0.02	0.5% to 5.0%					1224	13+53.08	67.3	870.89
1221	1224	Landing/Turning Space	4	5.00	-0.08	-0.02	0.1% to 2.0%					1225	13+55.72	67.28	870.85
1222	1223	Sidewalk Cross Slope	4	5.00	-0.07	-0.02	0.5% to 2.0%					1226	13+70.72	67.17	870.40
1223	1224	Sidewalk Running Slope	4	10.00	-0.24	-0.02	0.5% to 5.0%					1227	13+52.95	43.65	871.44
1224	1225	Landing/Turning Space	4	2.64	-0.04	-0.02	0.1% to 2.0%					1228	13+47.95	43.68	871.69
1225	1226	Ramp Running Slope	6	15.00	-0.45	-0.03	0.5% to 8.3%					1229	13+46.47	40.15	871.74
												1230	13+49.99	36.61	871.63
												1231	13+42.92	33.71	871.77
												1232	13+42.93	38.7	871.82

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 05/31/2022
PROJECT NO: 1213650
FIELD BOOK: —
CLIENT NO: 1058

SIDEWALK PLAN

S.03

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113-10

04-18-17

SIDEWALK COMPLIANCE

See S Sheets

* Does not include curb

Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.

Refer to tabulation 113-01 for bid quantities.

Point to Point		Sidewalk Designation	_" PCC Sidewalk	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
												Point	Station	Offset	Elevation
				FT	FT	%	Pos. or Neg.		%						
1301	1302	Ramp Running Slope	6	8.86	0.62	0.07	0.5% to 8.3%					1301	13+23.78	24.7	871.50
1301	1310	Crosswalk Cross Slope - Yield Condition	6	8.11	0.12	0.02	0.0% to 2.0%					1302	13+23.81	33.56	872.12
1302	1303	Sidewalk Running Slope	4	10.00	-0.18	-0.02	0.5% to 5.0%					1303	13+33.81	33.64	871.94
1302	1305	Landing/Turning Space	4	5.19	0.06	0.01	0.1% to 2.0%					1304	13+33.82	38.72	872.00
1302	1309	Landing/Turning Space	4	8.00	0.12	0.02	0.1% to 2.0%					1305	13+23.82	38.75	872.18
1303	1304	Sidewalk Cross Slope	4	5.08	0.06	0.01	0.5% to 2.0%					1306	13+15.82	38.76	872.31
1304	1305	Sidewalk Running Slope	4	10.00	0.18	0.02	0.5% to 5.0%					1307	13+07.21	38.78	872.66
1305	1306	Landing/Turning Space	4	8.00	0.12	0.02	0.1% to 2.0%					1308	13+07.31	33.54	872.62
1306	1307	Sidewalk Running Slope	4	8.61	0.36	0.04	0.5% to 5.0%	Yes				1309	13+15.81	33.59	872.24
1306	1309	Landing/Turning Space	4	5.17	-0.07	-0.01	0.1% to 2.0%					1310	13+15.78	23.4	871.62
1307	1308	Match Existing Cross Slope	4	5.24	-0.05	-0.01	Match Existing								
1308	1309	Sidewalk Running Slope	4	8.50	-0.38	-0.04	0.5% to 5.0%	Yes							
1309	1310	Ramp Running Slope	6	10.19	-0.62	-0.06	0.5% to 8.3%								
1311	1312	Landing/Turning Space	4	4.48	0.08	0.02	0.1% to 2.0%	Yes				1311	13+15.73	6.18	872.07
1311	1314	Landing/Turning Space	4	8.11	-0.12	-0.02	0.1% to 2.0%					1312	13+15.72	1.7	872.15
1312	1313	Landing/Turning Space	4	8.01	-0.12	-0.02	0.1% to 2.0%					1313	13+23.72	2.1	872.03
1313	1314	Landing/Turning Space	4	5.37	-0.08	-0.02	0.1% to 2.0%					1314	13+23.74	7.47	871.94
1315	1316	Ramp Running Slope	6	14.58	0.95	0.07	0.5% to 8.3%					1315	13+15.67	15.32	871.99
1315	1326	Crosswalk Cross Slope - Yield Condition	6	8.01	-0.12	-0.02	0.0% to 2.0%					1316	13+15.63	29.9	872.94
1316	1317	Landing/Turning Space	4	3.45	0.05	0.02	0.1% to 2.0%					1317	13+15.62	33.35	872.99
1316	1325	Landing/Turning Space	4	8.00	-0.12	-0.02	0.1% to 2.0%					1318	13+07.12	33.33	873.07
1317	1318	Sidewalk Running Slope	4	8.50	0.08	0.01	0.5% to 5.0%					1319	13+07.11	38.6	873.25
1317	1320	Landing/Turning Space	4	5.12	0.08	0.02	0.1% to 2.0%					1320	13+15.70	38.47	873.07
1318	1319	Match Existing Cross Slope	4	5.27	0.18	0.04	Match Existing					1321	13+23.58	38.38	872.95
1319	1320	Sidewalk Running Slope	4	8.60	-0.18	-0.02	0.5% to 5.0%					1322	13+33.58	38.46	872.73
1320	1321	Landing/Turning Space	4	7.88	-0.12	-0.02	0.1% to 2.0%					1323	13+33.62	33.45	872.69
1321	1322	Sidewalk Running Slope	4	10.00	-0.22	-0.02	0.5% to 5.0%					1324	13+23.62	33.37	872.87
1321	1324	Landing/Turning Space	4	5.01	-0.08	-0.02	0.1% to 2.0%	Yes				1325	13+23.63	29.92	872.82
1322	1323	Sidewalk Cross Slope	4	5.01	-0.04	-0.01	0.5% to 2.0%					1326	13+23.67	14.92	871.87
1322	1328	Sidewalk Running Slope	4	13.84	-0.31	-0.02	0.5% to 5.0%					1327	13+47.46	33.56	872.37
1323	1324	Sidewalk Running Slope	4	10.00	0.18	0.02	0.5% to 5.0%					1328	13+47.42	38.56	872.42
1323	1327	Sidewalk Running Slope	4	13.84	-0.32	-0.02	0.5% to 5.0%					1329	13+52.43	38.55	872.36
1324	1325	Landing/Turning Space	4	3.45	-0.05	-0.02	0.1% to 2.0%					1330	13+52.42	33.6	872.30
1325	1326	Ramp Running Slope	6	15.00	-0.95	-0.06	0.5% to 8.3%								
1327	1328	Landing/Turning Space	4	5.00	0.05	0.01	0.1% to 2.0%								
1327	1330	Landing/Turning Space	4	4.95	-0.07	-0.01	0.1% to 2.0%								
1328	1329	Landing/Turning Space	4	5.00	-0.06	-0.01	0.1% to 2.0%								
1328	1404	Landing/Turning Space	4	15.76	0.26	0.02	0.1% to 2.0%	Yes							
1329	1330	Landing/Turning Space	4	4.95	-0.06	-0.01	0.1% to 2.0%								
1329	1403	Landing/Turning Space	4	15.76	0.25	0.02	0.1% to 2.0%	Yes							

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213660
FIELD BOOK: —
CLIENT NO: 1058

SIDEWALK PLAN

S.04

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113-10

04-18-17

SIDEWALK COMPLIANCE

See S Sheets

* Does not include curb

Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.

Refer to tabulation 113-01 for bid quantities.

Point to Point		Sidewalk Designation	_" PCC Sidewalk	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
												Point	Station	Offset	Elevation
				FT	FT	%	Pos. or Neg.		%						
1401	1402	Ramp Running Slope	6	10.57	0.74	0.07	0.5% to 8.3%					1401	13+63.04	64.34	872.00
1401	1410	Crosswalk Cross Slope - Yield Condition	6	8.07	0.12	0.02	0.0% to 2.0%					1402	13+52.47	64.31	872.74
1402	1403	Sidewalk Running Slope	4	10.00	-0.13	-0.01	0.5% to 5.0%					1403	13+52.45	54.31	872.62
1402	1405	Landing/Turning Space	4	5.01	0.07	0.01	0.1% to 2.0%					1404	13+47.45	54.32	872.68
1402	1409	Landing/Turning Space	4	8.00	0.12	0.02	0.1% to 2.0%					1405	13+47.47	64.32	872.81
1403	1404	Sidewalk Cross Slope	4	5.01	0.06	0.01	0.5% to 2.0%					1406	13+47.38	72.24	872.93
1404	1405	Sidewalk Running Slope	4	10.00	0.13	0.01	0.5% to 5.0%					1407	13+47.25	80.8	873.32
1405	1406	Landing/Turning Space	4	7.92	0.12	0.02	0.1% to 2.0%					1408	13+52.46	80.84	872.96
1406	1407	Sidewalk Running Slope	4	8.56	0.40	0.05	0.5% to 5.0%	Yes				1409	13+52.44	72.31	872.86
1406	1409	Landing/Turning Space	4	5.06	-0.07	-0.01	0.1% to 2.0%					1410	13+64.06	72.35	872.12
1407	1408	Match Existing Cross Slope	4	5.21	-0.37	-0.07	Match Existing								
1408	1409	Sidewalk Running Slope	4	8.53	-0.10	-0.01	0.5% to 5.0%								
1409	1410	Ramp Running Slope	6	11.62	-0.74	-0.06	0.5% to 8.3%								
1411	1412	Landing/Turning Space	4	4.48	-0.07	-0.02	0.1% to 2.0%	Yes				1411	13+81.54	72.41	871.98
1411	1414	Landing/Turning Space	4	8.07	-0.12	-0.02	0.1% to 2.0%					1412	13+86.02	72.42	871.91
1412	1413	Landing/Turning Space	4	8.00	-0.12	-0.02	0.1% to 2.0%					1413	13+85.96	64.42	871.79
1413	1414	Landing/Turning Space	4	5.37	0.08	0.01	0.1% to 2.0%					1414	13+80.59	64.4	871.86
1415	1416	Ramp Running Slope	6	11.91	0.79	0.07	0.5% to 8.3%					1415	14+03.03	72.48	871.78
1415	1426	Crosswalk Cross Slope - Yield Condition	6	8.00	-0.11	-0.01	0.0% to 2.0%					1416	14+14.93	72.52	872.57
1416	1417	Landing/Turning Space	4	4.00	0.06	0.02	0.1% to 2.0%					1417	14+18.94	72.53	872.63
1416	1425	Landing/Turning Space	4	8.00	-0.12	-0.02	0.1% to 2.0%					1418	14+18.86	81.03	872.96
1417	1418	Sidewalk Running Slope	4	8.50	0.34	0.04	0.5% to 5.0%					1419	14+24.13	81.1	872.51
1417	1420	Landing/Turning Space	4	5.09	0.08	0.02	0.1% to 2.0%					1420	14+24.03	72.47	872.70
1418	1419	Match Existing Cross Slope	4	5.27	-0.45	-0.09	Match Existing					1421	14+23.96	64.55	872.58
1419	1420	Sidewalk Running Slope	4	8.63	0.19	0.02	0.5% to 5.0%					1422	14+24.00	54.55	872.27
1420	1421	Landing/Turning Space	4	7.92	-0.12	-0.02	0.1% to 2.0%					1423	14+19.00	54.53	872.26
1421	1422	Sidewalk Running Slope	4	10.00	-0.32	-0.03	0.5% to 5.0%					1424	14+18.96	64.53	872.51
1421	1424	Landing/Turning Space	4	5.00	-0.08	-0.02	0.1% to 2.0%					1425	14+14.96	64.52	872.45
1422	1423	Sidewalk Cross Slope	4	5.00	-0.01	0.00	0.5% to 2.0%					1426	14+02.96	64.48	871.66
1423	1424	Sidewalk Running Slope	4	10.00	0.25	0.03	0.5% to 5.0%					1427	14+24.03	48.47	872.27
1424	1425	Landing/Turning Space	4	4.00	-0.06	-0.02	0.1% to 2.0%					1428	14+19.03	48.45	872.27
1425	1426	Ramp Running Slope	6	12.00	-0.78	-0.07	0.5% to 8.3%					1429	14+26.94	41.46	872.27
												1430	14+23.40	37.93	872.27
												1431	14+33.94	38.51	872.27
												1432	14+33.90	33.51	872.27

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WEST 9TH STREET AND SOUTH STREET MINI-ROUNDABOUT

CITY OF WATERLOO
BLACK HAWK COUNTY, IA

DRAWN: JPL
APPROVED: JHC
ISSUED FOR: BID
DATE: 08/31/2022
PROJECT NO: 1213860
FIELD BOOK: —
CLIENT NO: 1058

SIDEWALK PLAN

S.05

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CONTRACT DOCUMENTS

SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT
Waterloo, Iowa
Black Hawk County

Iowa DOT Project Number: CS-TSF-8155(777)--85-07
City Project Number TOF 297

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I- NOTICE OF PUBLIC HEARING AND NOTICE TO BIDDERS

NOTICE OF PUBLIC HEARING
On Specifications, Form of
Contract, and Estimate of Cost

NOTICE TO BIDDERS
For the Taking of Bids for

SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT

RECEIVING OF BIDS

City of Waterloo is accepting sealed bids for construction of the **SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT**. Sealed bids will be received by the City Clerk at City Hall, 715 Mulberry St, Waterloo, IA 50703 until **November 3, 2022, at 1:00 p.m.** Project detail documents are now on file in the office of the City Clerk. City of Waterloo will issue tax exempt certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for this project free of sales tax.

PUBLIC HEARING

The City Council will conduct a public hearing on the proposed plans, specifications, form of contract, and estimate of cost at **5:30 p.m. on November 7, 2022**, in the Council Chambers in the City Hall. You may appear and make objection there to with the City Clerk before the date set for said hearing or appear and make objection thereto at the hearing.

Proposals will be opened and read aloud in the Waterloo City Clerk's Office in the City Hall, on **November 3, 2022, at 1:00 p.m.** The bids will be acted upon on a later date after the proposals have been reviewed and approved.

The project involves the construction of a mini roundabout at the intersection of South Street and W. 9th Street.

The prior proceedings of the City Council referring to the project and the Contract Documents are hereby made a part of this notice and shall be an integral part of the contract to be awarded. Contract Documents means the collection of all the documents prepared for and used while advertising and awarding the contract such as Plans, Standard Specifications, Special Provisions, Form of Contract, Form of Bid, General Conditions of Contract, and all other forms and documents. A performance bond will be required before a contract is awarded.

A contract will be awarded to the qualified bidder submitting the most favorable bid considering price among other factors. The City reserves the right to reject any or all bids, re-advertise, waive informalities, and consider proposals along with the bid price. Bids may be held by the City for 30 days from the day of the opening of bids prior to awarding the contract. No federal funds are involved.

There is a 5% TSB goal.

The required completion date for the project is **September 30, 2023.** Liquidated damages will be charged in the amount of $200 per day.

A 5% bid security shall accompany the bid in a separate envelope.

CITY OF WATERLOO, IOWA

LeAnne Even

City Clerk

II- INSTRUCTION TO BIDDERS

1- Two separate envelopes are expected marked as “Bid Proposal” and “Bid Security”. All envelopes should be inside a larger envelope marked with the name of project and the bidder’s name. The TSB PRE-BID CONTACT INFORMATION FORM should be contained inside the Bid Proposal envelope.

2- Do not include items that will be done by the City of Waterloo as part of your bid. These items are:
Items by City:
- CONSTRUCTION SURVEY

3- Bid Security may be in the form of Bid Bond, Cashier’s Check, Money Order, or bidder’s own established business checking account draft.

4- Alternative Performance Bond forms may be acceptable subject to review and prior approval by the City.

III- FORM OF BID

SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT
Iowa DOT Project Number: CS-TSF-8155(777)—85-07
City Project Number TOF-297
CITY OF WATERLOO, IOWA

Honorable Mayor and City Council, Waterloo, Iowa

The undersigned, being a Corporation existing under the laws of the State of_____, a Partnership consisting of the following partners:_____, having familiarized (himself) (themselves) (itself) with the plans and specifications as well as all other contract documents listed in the Table of Contents and Addenda (if any), now on file in the office of the City Clerk, City Hall, Waterloo, Iowa, proposes to construct and build SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT, all in accordance with the above-listed documents for the prices listed below:

ITEM NO.	ITEM CODE	DESCRIPTION	UNITS	EST. QUANTITY	UNIT PRICE	TOTAL PRICE
1	2010-A-0	Clearing and Grubbing	UNIT	184		
2	2010-D-3	Topsoil, Offsite	CY	112		
3	2010-E-0	Excavation, Class 10	CY	500		
4	2010-G-0	Subgrade Preparation, 12"	SY	2835		
5	2010-H-0	Subgrade Treatment, Geogrid	SY	2439		
6	2010-I-0	Subbase, Modified, 6"	SY	2439		
7	4020-A-1	Storm Sewer, Trenched, RCP Class III, 15"	LF	186		
8	4020-A-1	Storm Sewer, Trenched, RCP Class III, 18"	LF	64		
9	4020-D-0	Removal of Storm Sewer, RCP, 30" or Less	LF	177		
10	4040-A-0	Subdrain, HDPE, 6"	LF	702		
11	4040-D-0	Subdrain Outlets and Connections, HDPE, 6”	EA	16		
12	5020-G-0	Valve Box Replacement	EA	5		
13	5020-C-0	Fire Hydrant Assembly	EA	1		
14	5020-G-0	Utility Adjustment	EA	1		
15	5020-I-0	Fire Hydrant Assembly Removal	EA	1		
16	6010-A-0	Manhole, SW-401, 48"	EA	2		
17	6010-B-0	Intake, SW-501	EA	1		

18	6010-B-1	Intake, SW-505	EA	4		
19	6010-E-0	Manhole Adjustment, Minor	EA	2		
20	6010-H-0	Remove Manhole	EA	3		
21	6010-H-0	Remove Intake	EA	4		
22	7010-A-0	Pavement, PCC, 9"	SY	1733		
23	7010-A-1	Pavement, Colored PCC, 9"	SY	648		
24	7010-I-0	PCC Pavement Samples and Testing	LS	1		
25	7020-B-0	Pavement, HMA, 9”	SY	58		
26	7030-A-0	Removal of Sidewalk / Shared Use Path	SY	325		
27	7030-A-0	Removal of Driveway	SY	105		
28	7030-E-0	Sidewalk, PCC, 4"	SY	172		
29	7030-E-0	Sidewalk, PCC, 6”	SY	145		
30	7030-G-0	Detectable Warning	SF	128		
31	7030-H-1	Driveway, Paved, PCC, 6"	SY	80		
32	7040-H-0	Pavement Removal	SY	1710		
33	8020-C-0	Painted Pavement Markings, Durable	STA	10		
34	8020-E-0	Permanent Tape Markings	STA	2		
35	8030-A-0	Temporary Traffic Control	LS	1		
36	8040-A-0	Type A Sign, Sheet Aluminum	SF	166		
37	8040-B-0	Steel 2" X 2" Perforated 14-Gauge Square Tubing Post	LF	240		
38	8040-C-0	Removal of Signs and Posts	EA	5		
39	9010-B-0	Hydraulic Seeding, Seeding, Fertilizing, and Mulching, Type 1	AC	0.14		
40	9010-D-0	Watering	MGAL	21		
41	9040-D-1	Filter Sock, 9"	LF	636		
42	9040-D-2	Filter Sock, Removal	LF	636		
43	9040-T-1	Inlet Protection Device, Filter Sock	EA	5		
44	9040-T-2	Inlet Protection Device, Maintenance	EA	5		
45	9085-SP-1	Removal and Reinstallation of Bench	LS	1		
46	9090-SP-1	Roadway Lighting	EA	1		

47	11,010-B	Monument Preservation and Replacement	LS	1		
48	11,020-A	Mobilization	LS	1		
49	11,050-A-0	Concrete Washout	LS	1		
					TOTAL BID	

Total Bid Price in Writing: _____ Dollars

Total Bid Price: $_____ (numbers)

1. 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 notice of the acceptance of this bid is mailed, emailed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver an agreement in the prescribed form within ten (10) days after the agreement is presented to him.
2. The bidder has received the following Addendum or Addenda:
   i. Addendum No. _____ Date _____
3. The City reserves the right to reduce project size prior to the award of a contract due to budgetary limitations.
4. The City reserves the right to select a bid that is most advantageous to the City, price included.

_____

(Name of Bidder) (Date)

BY:_____ Title_____

Official Address: (Including Zip Code):

_____

_____

I.R.S. No. _____

IV- NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF)
) SS
COUNTY OF)

_____, being first duly sworn, deposes and says that:

(1) He is_____ of
(2)
_____
(Owner, Partner, Office Representative, Agent, Other (explain)
_____, the Bidder that has submitted the attached bid.
(3) He is fully responsible for the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid.
(4) Such Bid is genuine and is not a collusive or sham Bid.
(5) Neither the said Bidder nor any of its officers, partners, owner, agents, representatives, employees, or parties in interest including this affiant, nor any employee or official of the City of Waterloo, Iowa, or the Owner of the property interested in the proposed contract.
(6) 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, employers, or parties in interest including this affiant, or by any employee or official of the City of Waterloo, Iowa.

Signed: _____

Title: _____

Subscribed and sworn to me by _____ before me this ___ day of _____, 2022.

_____

Notary Public in and for _____ County, Iowa.

V- BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as principal, and _____, as surety we held and firmly bound unto the CITY OF WATERLOO, Iowa. 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_____2022, for the South Street and West 9th Street Mini-Roundabout Project (Iowa DOT Project No. CS-TSF-8155(777)—85-07.

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/her 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 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 city in liquidation of damages sustained if 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 city 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 officers this _____ day of _____, A.D. 2022.

_____(Seal)
Principal

_____ By _____(Title)
Witness

_____(Seal)
Surety

_____ By _____
Witness Attorney-in-Fact

VI- PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held, and firmly bound unto:

City of Waterloo, Iowa
(Name of Owner)
715 Mulberry Street, Waterloo, Iowa 50703
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
($_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered a certain contract with the OWNER, dated this _____ day of _____, 2022, a copy of which is hereto attached and made a part hereof for the construction of:

SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT
Waterloo, Iowa

Now, therefore, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the two (2) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in anyway affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in three (3) counterparts, each one of which shall be deemed an original, this _____ day of _____, 2022.

ATTEST:

_____
Principal

_____ By_____(s)
(Principal) Secretary

(SEAL)

_____

_____
(Address)

_____
(Witness as to Principal)

_____

_____
(Address)

ATTEST:

_____ _____(s)
(Surety) Secretary Surety

(SEAL)

_____ By_____
Witness as to Surety Attorney-in-Fact

_____ _____

_____ _____
(Address) (Address)

NOTE: Date of Bond must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

VII- TARGETED SMALL BUSINESS (TSB) AFFIRMATIVE ACTION CONTRACTOR'S RESPONSIBILITIES ON NON-FEDERAL-AID PROJECTS (THIRD-PARTY STATE-ASSISTED PROJECTS)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(5), which is 51% or more owned, operated and actively managed by one or more women, minority persons or persons with a disability. Generally, this is a for-profit small business enterprise under single management, is located in Iowa and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7 and 541 Iowa Administrative Code Chapter 4. These requirements supersede all existing TSB regulations, orders, circulars, and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: https://www.iowaeda.microsoftcrmportals.com/tsb-search
Phone: 515-725-4805

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufactures and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:
It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g., suppliers, manufactures and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTOR SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractor's affirmative action responsibilities. This person shall have the necessary statistics, funding, authority, and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing, and implementing the program on a day-to-day basis. The officer shall also:

A. For current TSB information, contact the Iowa Department of Inspections and Appeals (515-281-7102) to identify potential material suppliers, manufactures and contractors.

B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.

C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are to be submitted. Maintain complete records of negotiation efforts.

D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.

E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.

F. Require all subcontractors and material suppliers to comply with all contracts equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work, or other commercially useful function.

A. The bidder may count:

(1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
(2) Work to be subcontracted to a TSB; or
(3) Any other commercially useful function.

B. The contractor may count:

(1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
(2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
(3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
(4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from the prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

(1) Name(s) of the TSB(s) contacted regarding subcontractable items.
(2) Date of the contract.
(3) Whether or not a TSB bid/quotation was received.
(4) Whether or not the TSB's bid/quotation was used.
(5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes from TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre-bid Contact Information form.

C. Contractors NOT Using Quotes from TSBs

If there are no TSBs listed on the Pre-bid Contract Information form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

(1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
(2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
(3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
(4) Were initial solicitations of interested TSBs followed up?
(5) Were TSBs provided with adequate information about the plans, specifications, and requirements of the contract?
(6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
(7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
(8) Were services used of minority community organization, minority contractor's groups; local, State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Department of Inspections and Appeals.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with Section 7C. of this document prior to the contract award.

9. PRE-BID CONTACT INFORMATION

Bidders must submit this form with their bid. If there are no TSB subcontractors submit the form anyway and write on it none-contacted, non-available, etc.

Form 730007WP 7-9
Contractor _____ Page#_____

Project# _____

County _____

City _____

TARGETED SMALL BUSINESS (TSB)
PRE-BID CONTACT INFORMATION

(To Be Completed by All Bidders per the Current Contract Provision)

For your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will decide as to whether the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project $_____

List items by name to be subcontracted:

VIII- SPECIFICATIONS

CITY OF WATERLOO SPECIFICATIONS

A. GENERAL

1. Scope

These Specifications cover the work described in the contract documents. It covers furnishing all labor, equipment, and materials, and performing all required operations to complete the work as per contract documents and to provide the construction of a mini roundabout at the intersection of South Street and W 9th Street, including PCC concrete pavement, sidewalks, pavement markings, electrical installation, storm sewer, sanitary sewer, removals, intakes, and manholes. Unless otherwise modified by these Specifications, and Special Provisions, if any, all work including equipment, material and installation shall be in accordance with the appropriate Iowa DOT standard and supplemental specifications. Where reference is made to the codes, standard specifications, supplemental specifications, the safety orders, the general orders, the standards, laws, and ordinances, it shall mean the version of the reference that is in effect on the bid advertising date.

2. Definitions

Terms used in this document shall have the meanings defined below:

- Specifications means this document titled, "CITY OF WATERLOO SPECIFICATIONS"
- Iowa DOT means the Iowa Department of Transportation.
- City means City of Waterloo, Iowa, or its representatives.
- WTOD means City of Waterloo Traffic Operations Department.
- Punch List means a list of items that need to be corrected by the Contractor on the project before the final acceptance can be made.
- Response Time means the elapsed time from when the Contractor is given a notice to take certain actions to the time the Contractor starts the action.
- Contractor means the Contractor and/or Contractor's representatives and sub- contractors.
- LED means light emitting diode.
- Contract Documents means the collection of all the documents prepared for and used while advertising and awarding the contract such as Plans, Specifications, Special Provisions, Form of Contract, Form of Bid, and all other forms and documents.

3. Related Specifications and Standards

The Contractor shall comply with all the standards listed below unless otherwise modified by Contract Documents or Special Provisions:

- ANSI (American National Standards Institute) Standards.
- ASTM (American Society for Testing Materials) Standards.
- Iowa DOT Standard Specifications for Highway and Bridge Construction, and All Current Supplemental Specifications, in Particular Sections 2402, 2403, 2404, and 2405. 2408, 2423, 4187, and Division 26.
- ITE (Institute of Transportation Engineers) Standards.
- MUTCD - Iowa Manual on Uniform Traffic Control Devices.
- National Electrical Code.

- National Electrical Safety Code.
- NEMA (National Electrical Manufacturers Association) Standards.
- Specifications of the Underwriters Laboratories, Inc.
- All pertinent local, state, and federal laws and regulations covering installation, material, design, construction, and operation.

The Contractor shall notify WTOD in writing of any discrepancy or ambiguity as to the intent or meaning of the Contract Documents or Signalization Specification before starting to work on that area. WTOD will supply the Contractor in writing with the intent. The decision of WTOD shall be final and conclusive.

B. MATERIALS AND CONSTRUCTION

The contract work shall comply with the applicable requirements of the Iowa DOT's Standard Specifications for Highway and Bridge Construction and current supplements, in particular the following parts:

Section 2423: Support Structures for Highway Signs, Luminaires, and Traffic Signals

Division 21: Earthwork, Subgrades, and Subbases (2101 to 2128)

Division 23: Surface Courses (2301 to 2320)

Division 24: Structures (2401 to 2436)

Division 25: Miscellaneous Construction (2501 to 2555)

Division 26: Roadside Development (2601 to 2612)

Division 41: Construction Materials (4100 to 4196)

Materials shall be of new stock unless the plans provide for the relocation, or the use of materials furnished by others. New materials shall be the products of approved suppliers and manufacturers, approved by the Engineer. Miscellaneous electrical equipment and materials shall be UL approved.

1. Electrical

Weatherproof connectors shall be used.

All termination shall offer a secure connection and be secure to the cable conductors. It shall not pull off the cable when gently tugged. The connection shall not rely on tape to secure it to the cable jacket to prevent it from coming apart.

The correct tools shall be used to crimp the terminal connections. Using the wrong size of crimping die which produces a weak, non-uniform crimp which produces a short-term installation is not acceptable.

Service Installation. (Traffic Signal and Lighting): The Contractor shall supply and install a 2-inch Schedule 80 PVC conduit to the source of power either to the transformer or up the power pole with a weather head connector as required by the power company supplied by the Contractor. The size of the service conductors shall be 3/c No. 3 AWG stranded conductor. The Contractor will be responsible for coordination of this work with the power company and for payment of connection fees, if any. The address of the source of power will be provided at the time of construction.

Cables shall be pulled through conduit by means of a cable grip designed to provide a firm hold upon the exterior covering of the cable or cables, with a minimum of dragging on the ground or pavement. This shall be accomplished by means of reels mounted on jacks or rollers and other suitable devices. A suitable wire lubricant shall be used to reduce friction and strain on wires or cables.

Service cable runs shall be continuous from the power line located on the service pole to the meter located on the controller cabinet or from the meter located on the service pole to the terminal compartment in the

controller, whichever is applicable. The service riser shall be topped by standard weather head or otherwise replaced with "U" Guard.

Clearances to the overhead utilities shall be specified by the serving utility. The power company will furnish the electrical meter. The Contractor shall supply the service cabinet. All work shall be in accordance with Iowa DOT Specification 2525 of the Standard Specifications and the MUTCD.

A uniform systematic color code shall be used.

All wiring shall comply with the National Electrical Code and City Ordinance and shall be subject to the inspection of WTOD.

All wire shall be plainly marked on the outside of the sheath with the manufacturer's name and identification of the type of the cable.

2. Bonding and Grounding

Metal conduit, service equipment, anchor bolts, metal poles, pedestals, controller cabinets, and all other electrical equipment shall be made mechanically and electrically secure to from a continuous system and shall be effectively grounded. The grounding conductor shall be a No. 6 AWG stranded green copper wire.

Grounding bar shall be accomplished by bonding the grounding circuits to copper clad metal, driven electrodes. All electrodes shall be, as a minimum, 5/8 inches in diameter and 8-foot-long copper clad. The electrodes shall be driven vertically until the top of the rod is a minimum of 4 inches below grade. Bonding to the ground rod shall be made by means of suitable screw type positive ground rod clamps. Grounding to waterlines will not be permitted.

Bonding of standards and pedestals shall be by means of a bonding strap attached to an anchor bolt or to 1 3/16-inch, or longer, brass, or bronze bolt installed in the pole base.

The service meter and socket shall be bonded to a ground electrode by use of a ground clamp and a No. 6 AWG copper wire and shall be by means of cadmium plated grounding bushing and bonding jumpers. Where there is a change at a pull box or manhole for non- metallic conduit to metallic conduit, the grounding wire in the non-metallic conduit shall be bonded to the metallic conduit.

Existing ungrounded metal poles shall be grounded by means of a driven ground rod.

3. Cables and Wires

Luminaire Conductors: Conductors shall consist of type THWN, 600 volt, and single conductor copper stranded wires, which run continuously between poles. Conductors shall meet the requirements of Section 4185.12 of the Iowa DOT Standards Specifications and shall be of the size and number shown on the plans.

4. Conduit

All conduits shall be Schedule 80 Poly Vinyl Chloride (PVC) when placed under paved surfaces and Schedule 40 elsewhere.

The number and size of conduit shall be as specified on the plans.

PVC conduits shall be rigid polyvinyl chloride meeting the requirements of NEMA TC-2, Type 2, and applicable UL standards.

Conduit buried in open trenches shall be placed a minimum of 18 inches deep and shall extend a minimum

of 3 feet 6 inches from the back of curb unless otherwise directed by the Engineer. Open trench methods of placing conduit will be permitted except where the conduit is to be placed under existing pavement. Conduit in pavement areas shall be placed to a minimum depth of 24 inches below the finished pavement surface or as directed by the Engineer.

The backfill materials from the placement of conduit in open trenches shall be deposited in the trench in layers not to exceed 6 inches in depth and each layer shall be thoroughly compacted before the next layer is placed. All cinders, broken concrete, or other hard abrasive materials shall be moved and shall not be used in the backfill material. All surplus material shall be removed from the public right-of-way and properlydisposed

Whenever excavation is made across parkways, driveways or sodded areas, the sod, topsoil, crushed stone, or gravel shall be replaced or restored as nearly as possible to its original grade and the grade involved shall be left in a neat and presentable condition.

Concrete sidewalks, pavements, base courses, and bituminous surfaces shall be replaced with new materials.

Underground conduits shall be laid at a distance of at least 6 inches from any water line or other utility line.

When the plans require the conduit be placed without disturbing the existing pavement, the term "pushed" is used. Pushed conduit shall be placed by jacking, pushing, boring or any other means necessary to place the conduit without cutting or removing pavement. The size of a bored hole shall not exceed the outside diameter of the conduit, which is to be placed. Tunneling under the pavement or water jetting will not be permitted. Pits for boring shall not be closer than 2 feet to the back of curb unless otherwise directed by the Engineer. Conduits shall be Schedule 80 PVC unless otherwise shown on theplans.

When it is impractical to push the conduit under pavement due to unanticipated obstructions, the Contractor may, with the Engineer's permission, cut the existing pavement.

Where conduit is to be placed by trenching methods under existing asphaltic pavement, an 8-inch wide by 18-inch-deep trench shall be opened along neat lines. The trench shall be backfilled with crushed stone, acceptable to the Engineer, filled with Class M high-early strength concrete to within 4 inches of the surface level. The concrete shall be allowed to set for a minimum of 48 hours without being exposed to traffic. The final 4 inches of backfill shall be a hot bituminous concrete plant mix acceptable to theEngineer.

A polyethylene pull rope shall be installed in all conduits, which is identified on the plans for future use. At least 2 feet of pull rope shall be doubled back into the conduit at each termination.

Conduit shall be laid to drain and 1-inch drains with crushed stone sumps shall be installed as shown on the plans and at all low points.

The backfill shall be mechanically compacted in 6-inch layers to a density equal to that of the surrounding material. Conduit shall be connected to existing and new light bases and junction boxes. All required fittings shall be furnished and installed by the Contractor to provide a continuous, enclosed conduit system between poles. Conduit under pavement and driveways shall be rigid steel conduit or PVC Schedule 80, Type 2, in accordance with Iowa DOT Specification Section 4185.10 of the Standard Specifications. All trenches shall be backfilled with material containing no broken pieces of concrete or asphalt, stone, brick, wood, or other unsuitable material including nested clods.

All conductors and wiring shall be furnished as new material and installed by the Contractor and shall conform to Iowa DOT Specification 2525 of the Standard Specifications.

Conduit not under pavement or driveways shall be Schedule 40 PVC.

All unused conduits, whether for future use or for later use in the project, shall be capped.

All conduits shall be sloped to drain toward the nearest handhole, and if this should prove to be impractical, then a conduit drain shall be provided with crushed stone drainage sumps at all low points, as detailed in the plans for traffic signal bases. A permeable membrane to keep sand from washing back into the conduit shall be installed at the conduit drain.

5. Luminaires

Unless otherwise shown or modified on the plans, the luminaires shall meet the requirements listed under this section.

Luminaires shall be Philips Lumec RFM-108W32LED4K-T R3M DMG RCD PH9 BK, Acuity Brands ATB2-40BLEDE70-MVOLT-R3-BK or equivalent meeting the following requirements:

- LED 120-277 Multi-Tap
- Type III Light Distribution
- Photocell Receptacle (Empty)
- 100-130 Lumens Per Watt
- 4000K Light Temperature
- Lights Shall Not Require Separate Power Supply or Driver
- Shall be Finished to Meet Pole Color
- Minimum 50,000 Hours at 70% Lumen Maintenance Luminaire shall be finished to match color and style of pole.

Supplier shall provide a catalog cut sheet of luminaire for review by WTOD prior to acceptance.

Luminaires shall be installed for operation on 240-volt AC, single-phase, 60 Hz.

Each luminaire shall be complete with EEI-NEMA Standard through terminal polarized, twist-lock type photoelectric control receptacle with shorting caps on all luminaires. Photoelectric control for the intersection shall be installed in the controller cabinet.

Where a photocell is to be installed, the Contractor shall verify that the luminaire photocell is operational prior to installation.

Individual luminaires shall be provided with molded in-line fuse connector within the mast arm pole base and be sized to fit the conductors. Fuses shall be 10-ampere cartridge type. The neutral conductor shall not be fused.

Streetlight connectors shall be used for all luminaire cable connections. Split bolts shall not be used.

The photoelectric control turning “ON” and “OFF” roadway luminaires shall be in accordance with the following:

- The photoelectric controls shall be of a solid-state crystal sensing type with an inverted turn-on and turn-off design and shall meet the design and quality requirements specified in the current acceptable standards to ANSI C136.10. The device shall have surge protection conforming to the requirements in the current acceptable surge protection ANSI standards.
- The voltage rating of the control device shall be multi-voltage operating properly over the input

voltage range of 105 to 285 volts, 50-60 Hz, alternating current with no change in the turn-on and turn-off foot-candle values, and a maximum total drift of not more than 1 percent over 10 years.

- The control device shall have a minimum 30-second time delay to eliminate false operation due to lightning or stray passing lights, shall provide fail-safe operation (the light supply shall remain "ON" if the control circuit fails), and shall be equipped with an arrester for built-in transient surge protection.

- The "TURN ON" level of the control device shall be 3.0 foot-candles at the appropriate voltage; the "TURN OFF" level of the control device 60 percent of the turn-on value.

- An "ON-OFF" switch shall be provided inside each controller cabinet that controls power to all lighting circuits at that intersection.

Salvaged Materials

All existing materials and equipment not listed in the Specifications, and which are not being incorporated into the final project shall be salvaged by the Contractor and stockpiled on the project site for pick up by WTOD personnel. Such items will remain the property of the City. Contractor may be allowed to deliver the salvaged equipment and materials to the City, but prior authorization and coordination is required. Existing equipment and materials to be removed and salvaged, if present, include:

None.

C. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The "Mini-Roundabout" work includes all work as detailed on the plans, and described in this Specifications. All bid items will be measured and paid individually.

Compensation to the Contractor for all work covered by this Specifications shall be made at the Contract price for the Mini-Roundabout construction, complete, in place, and operating.

IX- SPECIAL PROVISIONS

The SUDAS Standard Specifications and Details are applicable to this project. The purpose of this section is to revise, identify, add, and/or clarify conditions relating to specific bid items on this project.

Modify SUDAS Standard Specifications as follows:

Section 7010: Portland Cement Concrete Pavement

PART 1 – GENERAL

1.03 Submittals

A. Submit sample chip set for color additives. Pigments for colored concrete shall conform to ASTM C979.

1.05 Delivery, Storage, Handling and Salvaging

F. Color Additive: Deliver, store and handle in accordance with manufacturer's instructions.

1.08 Measurement and Payment

N. PCC Pavement, Colored:
   1. Measurement: Measurement will be in square yards for each different thickness of PCC Pavement, Colored. The Area of Manholes, intakes or other fixtures in the pavement will not be deduced from the measured pavement area.
   2. Payment: Payment will be at the unit price per square yard for each thickness of PCC Pavement, Colored.
   3. Includes: Unit price includes, but is not limited to, color additive, final trimming of subgrade or subbase, bars and reinforcement, joints and sealing, surface curing and pavement protection, safety fencing, concrete for rigid headers, boxouts for fixtures, and pavement smoothness testing.

PART 2 – PRODUCTS

2.01 Materials

G. Admixtures
   1. Color Additives
      a. Manufacturer shall be Davis Colors
         i. Phone: 800-356-4848 or 323-269-7311
         ii. E-mail: info@daviscolors.com
         iii. Web Site: www.daviscolors.com
         iv. Or Approved Equal
      b. Type: Concentrated pigments specially processed for mixing into concrete and complying with ASTM C979.
      c. Dispensing: Use Davis Colors Mix-Ready powdered color additives in pre-measured disintegrating bags at a rate of 2% of cement content (2 pounds (1 cu. ft.) of color additive per 94 pounds of cement content), or as recommended by manufacturer.
      d. Color shall match as shown in plans.

X- GENERAL CONDITIONS OF CONTRACT

A. Scope

1. This General Conditions of Contract, referred to here after as GCC, consist of the terms and condition under which the Contract is executed and shall govern the execution of the Contract. This GCC sets the terms of the Contract signed by the Contractor and the City of Waterloo unless otherwise modified by the ***Special Conditions of Contract (SCC)***. Under this GCC all traffic works as described in plans and other parts of the Contract Documents shall be complete, in place, ready to be used, and operative. The Contractors work covered by this GCC consists of furnishing all labor, equipment and materials and performing all required operations to complete the Contract works.

B. Inclusion of Documents

2. It is understood and agreed that this GCC is part of the Contract; also the resolution adopted by the City Council approving the construction of the improvement, the Notice to Bidders as published, the Instruction to Bidders, the Form of Proposal, the Performance Bond, the Council Proceedings relating to this matter, and the Plans and Specifications and all other documents contained in the Contract Documents shall all be considered as forming a part of the Contract the same as though they were each set out in said Contract.

C. Contractor's Responsibility

3. The Contractor agrees to perform the Contract work and install the improvements on the terms set out in the Contractor's bid or proposal to the City which has been accepted by the City and which is by reference made a part of this GCC.

4. The Contractor agrees to commence the work, subject of the Contract, within ten (10) working days after receipt of "Notice to Proceed" and complete it on or before ninety working days from the date of Notice to Proceed and any extension of time that is granted by the City.

5. Should the Contractor fail to complete said improvements in strict accordance with the terms and conditions of the Contact, or the plans and Specifications therefor promptly by the date herein specified, the City may pay such additional sums as it may be required to pay by reason of the failure of said Contractor and deduct any and all such sums from any amount then due the Contractor.

6. Should any part of any intersection reconstruction of the mini-roundabout fail within the warranty period the Contractor shall correct the failure and deliver a working system. In the event of the failure or default of the Contractor to remedy any or all system failures due to defects in said work within the warranty period and starting from the date of its acceptance by said Council, and after having been given ten (10) day notice so to do by registered letter deposited in the United States Post Office, addressed to the Contractor at the address in the Contract Documents, then the City may proceed to remedy such defects. The costs and expenses thereof shall be the Contractor responsibility.

7. The Contractor agrees to furnish at its own cost and expense, all necessary materials and labor for said work and to construct said improvements in a thorough, substantial, and workmanlike manner, and in strict accordance with the requirements of the Contract, and of the plans, and Specifications made a part hereof by reference, and to the satisfaction and approval of the City and its Traffic Engineer.

8. The Contractor agrees to comply with and obey all ordinances of the City of Waterloo, Iowa, relating to the obstruction of streets and alleys, keeping open passage ways for water, traffic, and protecting any excavations in any street or alley, and maintaining proper and sufficient barricades with lights and signals during all hours of darkness, to see that the backfilling is properly done, and agrees to keep the City whole and defend any and all suits that may be brought against the City by reason of any injuries that may be sustained by any person or property allegedly caused by the Contractor, or his/her agents, while work is done pursuant to this agreement.

9. The Contractor agrees that in the event a law suit is brought against the City for damages allegedly sustained by reason of any act, omission or negligence of the Contractor or its agents, or on account of any injuries allegedly sustained by reason of any obstruction, hole, depression or barrier placed or dug by the defendant or its agents, in the doing of the work herein contracted for, that it will defend said suit and save the City harmless therein, and in case judgment is rendered against the City, the Contractor agrees to pay the same promptly. The Contractor agrees to carry public liability insurance in a solvent company in a sufficient amount to protect the City and those who use the streets of the City.

10. The City shall have the right to appoint one or more construction reviewers who shall review the progress of the work in detail; also, to make any test or any material to be used in such work. Such construction reviewer shall have full authority to pass judgment upon all materials and upon the manner of doing the work, and their judgment on rejecting any materials, substance, or manner of work shall be final unless it is revoked or modified by the City representative.

11. Any material or equipment that has been rejected by the construction reviewer shall be at once removed from the line of work and shall not be again taken thereon or placed with the material proposed to be used without the written consent of the Engineer.

12. The Contractor shall maintain no cause of action against the City on account of delays and prosecution of work, but if said work is delayed by the City, the Contractor shall have such extra time for completion of the job as was lost by reason of the delay caused by the City.

13. The Contractor agrees to pay punctually all just claims of labor, material, or subcontractors who shall perform labor or furnish materials entering this improvement. It is agreed that the City need not pay the Contractor until all such claims are paid by the Contractor. It is agreed that the City shall not be liable for said labor and material under the contract.

14. The Contractor agrees to furnish the City, simultaneously with the contract, a bond on a form to be provided by the City in the amount provided by law, which shall be for the benefit of the City, and all persons injured by the breach of any of the terms of the Contract. Said bond shall be filed with the City Clerk and shall be subject to the approval of the City Council and is by reference made a part of the Contract.

15. The Contractor agrees that should it abandon work under the Contract or cease the prosecution thereof for a period of thirty (30) consecutive days without reasonable cause, and should it fail to proceed with said work within ten (10) days after a notice to continue or carry it on has been mailed to it at the address given herein by the City, or after such notice has been served on it, then the City may proceed to complete said work, using any material, tools, or machinery found along said line of work, doing the work either by contract or as it may elect, and the Contractor and the sureties on its bond shall be liable to the City for the costs and expenses so paid out. Said costs shall be retained by the City from any compensation due, or to become due the Contractor, and may be recovered by the City in an action upon Contractor's bond.

16. After the completion of said work, the Contractor agrees to remove all debris and cleanup said streets, and to save the City harmless from any damage allegedly resulting from a failure to cleanup and remove the debris or put the street back in a proper condition for travel. The Contractor shall thoroughly clean the site and restore it to a condition at least equal to that existing prior to construction.

17. The Contractor and/or his/her representative shall perform all work required and furnish all labor, materials, equipment, tools, transportation and supplies necessary to complete the work in accordance with the project plans and specifications. 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.

18. The Contractor is specifically assigned full responsibility for all work and equipment installed by the Contractor, either permanent or temporary, particularly traffic signals, from the time that the Contractor begins work until final acceptance. The Contractor shall thereafter have an individual on call. This individual shall have the training and equipment required to make all necessary repairs to eliminate any conditions adverse to public safety and should be able to restore any of the Contract's intersection traffic signal systems to safe operation. All costs associated with such repair and emergency control shall be borne by the Contractor except when caused by events beyond the Contractor's responsibility.

19. The Contractor shall notify the City Traffic Operations Department in writing after the construction is 100 percent completed. 100 percent complete shall mean all construction is finished and equipment installed, and the intersections can be open to traffic. Once this writing is received by the Traffic Operations Department, the City will then inspect the installation. A punch list will then be issued. All repairs and testing of the field equipment shall be done by the Contractor. The Contractor shall have complete records of the work performed while under construction, including as-built plans. Log-in sheets of the intersection where work is performed shall be maintained until completion and documents are turned over at 100% completion of job. Prior to the opening to traffic, the time and date of opening of the intersection to traffic shall be mutually agreed upon by the City and the Contractor.

D. Traffic Control

20. The Contractor and/or his/her representatives always shall conduct his/her operation in such a manner as to ensure the safety of the motorists, the pedestrian, and his/her own employees. The Contractor shall perform his/her work in such a manner and sequence as to always maintain vehicular and pedestrian traffic and to maintain access to adjacent private properties.

21. Where excavations occur in the sidewalks or other pedestrian-ways or adjacent areas the Contractor shall provide a safe and orderly pedestrian passage around the excavation area. The pedestrian passage shall not subject pedestrians to walk upon unsuitable or hazardous surfaces. Special consideration shall be given to areas used by people with disabilities particularly visually impaired persons.

22. At the end of each day's work and at all other times when construction operations are suspended, all work and other obstructions shall be removed from that portion of the roadway or sidewalk normally open for traffic.

23. The Iowa Department of Transportation specification for traffic controls applies. The Contractor shall furnish, install, and maintain all devices for directing, warning and re-routing traffic flow, including warning lights, barricades, and other devices necessary to adequately inform the motorists of unusual or unsafe conditions and guide him safely through the Contract work area.

E. Coordination with Utilities

24. The Contractor and/or his/her representative shall be responsible for determining the exact location and elevation of all public utilities in proximity to his/her construction work and shall conduct his/her activities such that the public utilities shall not be disturbed or damaged.

25. Liability. The Contractor shall be fully liable for all expenses incurred because of his/her failure to obtain required clearances, location of utilities, and any damage to the public utilities caused by his/her work and/or his/her representative.

F. Payments

26. In consideration of the full compliance on the part of the Contractor with all the provisions, stipulations, and conditions hereof, or contained in the various instruments made a part of the Contract by reference, and upon completion and acceptance of said work, the City agrees to pay to the Contractor, in the manner set out in the Notice to Bidders, the amount of money due the Contractor for work performed and accepted, at the unit prices set out in the Contractor's proposal, which has been accepted by the City plus any approved change orders.

27. Progress payments to the Contractor will made based on pay estimates. Monthly estimates of the work performed on the project are made by the Engineer as the basis for progress payments to the Contractor. An invoice from the contractor shall not be the basis for payment. The contractor should submit an invoice based on what the contractor believes is the acceptable quality and quantity of work to be considered by the Engineer in preparing a pay estimate.

28. The City will keep 5% retainage from all payments to the contractor until the project is final accepted by Waterloo City Council at which time the Contractor shall submit a request for release of retainage to the Engineer. The Contractor may submit a request for release of retainage at the same time he/she submits a request for final acceptance of work.

29. Upon receipt of a final acceptance request from the Contractor the Engineer will process a final pay estimate. If the Contractor does not agree with the final amount, the Contractor has 60 days from the date of final acceptance of the project to contest the final pay estimate and provide the Engineer with evidence that the final pay estimate is not correct, otherwise the final pay estimate shall be considered approved and acceptable by the Contractor for full compensation for his/her work under the Contract.

30. Compensation to the Contractor for the mini-roundabout construction will be made at the Contract lump sum price for the construction, in place, and operating. No measurements or payment of individual construction items will be made except for purposes of progress payments. No direct payment will be made for any materials or work required to complete works for the mini-roundabout construction unless specifically provided for in the Contract Documents.

31. The bid item quantities may vary up to 20% at the Contract unit prices except for lump sum items and except when it causes the total Contract price to increase or decrease by more than 20%. Increase or decrease of more than 20% of the

bid quantities or total Contract price shall require City of Waterloo Council approval. Price changes due to quantity variation of more than 20% will be mutually agreed on by the Contractor and the City.

32. Variation in lump sum item costs shall be approved by the Engineer prior to performance of that work. Variation of more than 20% of a lump sum cost shall require City of Waterloo Council Approval.

XI- SPECIAL CONDITIONS OF CONTRACT

SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT

DOT Project Number: CS-TSF-8155(777)--85-07

City Project Number: TOF-297

The following conditions shall modify and prevail over the appropriate and/or corresponding conditions in General Conditions of Contract.

1. The Completion date for the project is **September 30, 2023**.
2. This contract has no specified working days; however, contractor shall have project completed by date specified above. Failure to complete contract by specified date will result in liquidated damages being assess at $200 per day.
3. This project is funded by an Iowa DOT grant. The Contractor understands that City must obtain prior Iowa DOTconcurrences and approvals to award a contract, process change orders, and make any other major changes or deviationsfrom the project as defined in the Contract Documents.

XII- CONTRACT

FOR THE CONSTRUCTION OF
SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT
DOT Project Number: CS-TSF-8155(777)--85-07
City Project Number: TOF-297

CITY OF WATERLOO, IOWA

This contract made and entered into this day of , 2022, by and between the City of Waterloo, Iowa, a Municipal Corporation, (hereinafter referred to as City), and

_____of_____, (hereinafter referred to as Contractor), WITNESSETH:

Contractor agrees to build and construct the SOUTH STREET AND WEST 9TH STREET MINI-ROUNDABOUT, and furnish all necessary tools, equipment, materials, and labor necessary to do all the work called for in the plans and specifications in a workmanshiplike manner and for the prices set forth in Contractor's proposal, which was accepted by the City, and which is understood and agreed to be a part of this contract.

Contractor understands, agrees with, and is bound by the terms of General Conditions of Contract and Special Conditions of Contract contained in the Contract Documents.

The total amount of the performance bond, based on the Contractor's total bid prices, and for which 100% surety bond is required is $_____.

This contract is not divisible, but in the event of a conflict between this contract and the various instruments incorporated by reference, this contract shall govern.

_____
Contractor

BY: _____

Title: _____

CITY OF WATERLOO, IOWA

_____
Mayor

Approved by the City Council of the City of Waterloo, Iowa, on _____, 2022.

ATTEST: _____, City Clerk, Waterloo, Iowa

CITY OF WATERLOO

Council Communication

Resolution approving a Professional Services Agreement with Modus of Waterloo, Iowa, in the amount of $26,600.00, in conjunction with the Waterloo Center of the Arts - Chiller Replacement Project, and authorizing the Mayor to execute said document.

City Council Meeting: 11/7/2022
Prepared: 10/12/2022

ATTACHMENTS:

	Description	Type
	Prof Agreement - WCA Chiller	Backup Material

SUBJECT:	Resolution approving a Professional Services Agreement with Modus of Waterloo, Iowa, in the amount of $26,600.00, in conjunction with the Waterloo Center of the Arts - Chiller Replacement Project, and authorizing the Mayor to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval

August 29, 2022

Greg Ahlhelm
City of Waterloo, Building Inspector
715 Mulberry Street
Waterloo, IA 50703

Subject: Waterloo Center of the Arts - Chiller Replacement Project
Waterloo, Iowa

Dear Greg:

I am pleased to offer you this engineering service proposal for the above-mentioned project.

Project scope of work:

- This project consists of replacing the existing chiller.
- Evaluate the new chiller location to either a roof top solution or on grade solution
- Evaluate the existing chilled water pumps and make adjustments as required
- Extend new piping and connect into existing chilled water system.
- If the chiller is roof mounted, then the existing structure will need to be evaluated.
- If the chiller is ground mounted, then a housekeeping pad will be required.
- Integrate the Chiller into the DDC system for control.
- Modify the electrical to accommodate the new chiller
- Prepare frontend specifications and prepare administrative duties
- Prepare AIA contracts between Owner and Contractor

Project scope of services:

Design Phase

- Design services to include contract documents (plans and specifications) for the above scope of work.
- Evaluate chiller location and make decision with owner
- Determine chilled water pipe routing
- Structural services are included
- Design Meetings
    - On-site investigations meetings as required
    - Owner final review meeting

Bid Negotiation Phase

- Attend pre-bid meeting
- Assist with addendums
- Respond to contractor questions

WWW.MODUS-ENG.COM

WATERLOO
214 East 4th Street
Waterloo, IA 50703
TEL 319.235.0650

DES MOINES
130 East 3rd Street
Des Moines, IA 50309
TEL 515.251.7280

IOWA CITY
118 East College Street
Iowa City, IA 52240
TEL 319.248.4600

Construction Administration Phase

- Attend pre-construction meeting
- Review submittals
- Attend construction progress meetings as required
- Prepare punch list report

Cost Opinions

- Perform cost opinion at 95% Construction Document.

Project services not included:

- Create Revit backgrounds (reuse back grounds from the original project)
- Architectural service
- Civil engineering
- Construction set (post bidding)
- As-built CAD drawing creation
- Life cycle cost analysis for utility rebates or energy code approval
- Commissioning services

Preliminary Project Cost Opinion

Preliminary cost opinion. Based on historical data and conversations with the boiler manufacturer, our preliminary cost opinion for the above scope of work is $230,000.

Compensation

Base compensation. For the above-referenced services our lump sum fee will be $26,600.

Owner initiated change order request. Our fee shall be determined based on an agreed amount between the design team and owner.

Design team initiated change order request. Our fee shall be waived for the MEPT design.

Additional design services. If design services occur that require a "hourly" situation. As approved, our fee shall be compensated using our hourly rates.

Reimbursables.

- The following reimbursables are included in our base compensation.
  - Printing and reproduction of plans and specifications necessary for coordination and review during the design process.
  - Traveling required to the project
- The following reimbursables are NOT included in our base compensation.
  - Permit and application fees associated to governing bodies.
  - Distribution and document reproduction expenses

WWW.MODUS-ENG.COM

WATERLOO
214 East 4th Street
Waterloo, IA 50703
TEL 319.235.0650

DES MOINES
130 East 3rd Street
Des Moines, IA 50309
TEL 515.251.7280

IOWA CITY
118 East College Street
Iowa City, IA 52240
TEL 319.248.4600

Miscellaneous

Drawing Standards.

- Drawings will be produced using Revit 2020 version.

Errors and Omissions. Our Policy shall be deemed a part of this Agreement.

Standard Form of Agreement. The AIA B101 (2017) Standard Form of Agreement Between Owner and Architect shall be deemed a part of this letter.

Sincerely,

Michael J. Brocka

Michael J. Brocka, P.E.
MJB

If you are in agreement, please sign this letter and return a copy to our office. This will serve as our written contract.

_____

SIGNATURE DATE

WWW.MODUS-ENG.COM

WATERLOO
214 East 4th Street
Waterloo, IA 50703
TEL 319.235.0650

DES MOINES
130 East 3rd Street
Des Moines, IA 50309
TEL 515.251.7280

IOWA CITY
118 East College Street
Iowa City, IA 52240
TEL 319.248.4600

CITY OF WATERLOO

Council Communication

Resolution approving Supplemental Agreement No. 2, to a Professional Services Agreement, originally approved December 20, 2021, with Ritland+Kuiper of Waterloo, Iowa, in an amount not to exceed $9,000.00, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, and authorizing the mayor to execute said document.

City Council Meeting: 11/7/2022
Prepared: 10/19/2022

ATTACHMENTS:

	Description	Type
🗋	Cont 1054_SA #2_Ritland+Kuiper	Backup Material

SUBJECT:	Resolution approving Supplemental Agreement No. 2, to a Professional Services Agreement, originally approved December 20, 2021, with Ritland+Kuiper of Waterloo, Iowa, in an amount not to exceed $9,000.00, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, and authorizing the mayor to execute said document.
Submitted by:	Submitted By: Jamie Knutson, P.E., City Engineer
Recommended Action:	Approval
Summary Statement:	Supplemental Agreement is for additional services of construction staking and camera system design.

Expenditure Required/Source of Funds: The funding for the project is coming from the WDC.

AMENDMENT #2 TO AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

In accordance with the original agreement dated April 8, 2021, between the following parties:

CLIENT: Waterloo Development Corporation and the City of Waterloo

LANDSCAPE ARCHITECT: RITLAND+KUIPER Landscape Architects (RKLA)

for the following PROJECT: ***WATERLOO RIVER LIGHTING***

Authorization is requested to proceed with the following additional services:

Construction Staking and Camera System Design

We are proposing the following additional services as per the terms of our existing contract:

1. **Construction Staking**
   This will include work required for AECOM to provide construction staking for the proposed plaza paving and retaining wall construction. This item was not covered under previous surveying services nor was there a bid item in the construction contract to provide construction staking, but it is required for City and SUDAS construction specifications.

2. **Camera System Design**
   This includes additional design services from MODUS to provide security cameras on the 4th Street pedestrian bridge. Services include meeting with the City and camera representatives as well as developing plans and specifications for camera placement, power supplies, and controls.

Based upon the above scope of work and services anticipated, RITLAND+KUIPER Landscape Architects (and their subconsultants) will provide the additional services described above, and in accordance with the conditions outlined in our contract, for a sum not to exceed **$9,000**.

SUBMITTED BY:

LANDSCAPE ARCHITECT

Mark Kuiper

Mark Kuiper, ASLA, LEED AP, Principal
Signature Dated: October 17, 2022
License/Certificate No. IOWA 00413
Renewal Date: June 30, 2023

AGREED TO:

CLIENT: City of Waterloo

_____

Title _____

Dated _____

CLIENT: Waterloo Development Corp.

_____

Title Board Executive

Dated 10/19/22

CITY OF WATERLOO

Council Communication

Resolution approving an Intergovernmental Transfer of Public Funds Agreement with the Iowa Department of Human Services, and authorizing the Mayor to execute said documents.

City Council Meeting: 11/7/2022
Prepared: 10/21/2022

ATTACHMENTS:

Description	Type
IGT FYE24	Backup Material

SUBJECT:	Resolution approving an Intergovernmental Transfer of Public Funds Agreement with the Iowa Department of Human Services, and authorizing the Mayor to execute said documents.
Submitted by:	Submitted By: Jason Hernandez, Medical Supervisor
Recommended Action:	Approve
Summary Statement:	This Intergovernmental Transfer Agreement (Agreement) is entered into between the Iowa Department of Human Services (IDHS) and the ground emergency medical transportation (GEMT) Provider. It provides for an intergovernmental transfer of funds to the IDHS from the GEMT Provider in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services. The GEMT Provider is authorized by House File (HF) 2285 of the 2018 Iowa legislative session to enter into and carry out an Intergovernmental Transfer (IGT) Agreement to transfer funds through IGTs to the IDHS for use as the non-federal share of Medicaid expenditures.

STATE OF IOWA DEPARTMENT OF
Health AND Human
SERVICES

INTERGOVERNMENTAL TRANSFER OF PUBLIC FUNDS AGREEMENT
BETWEEN
THE IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES AND

Waterloo Fire Rescue

Ground Emergency Medical Transportation Provider (GEMT Provider)

This Intergovernmental Transfer Agreement (Agreement) is entered into between the Iowa Department of Health and Human Services (IDHHS) and the ground emergency medical transportation
(GEMT) Provider. It provides for an intergovernmental transfer of funds to the IDHHS from the GEMT Provider in order to provide the non-federal share of the reconciled cost reimbursement amount for the uncompensated Medicaid cost associated with GEMT services.

The GEMT Provider is authorized by House File (HF) 2285 of the 2018 Iowa legislative session to enter into and carry out an Intergovernmental Transfer (IGT) Agreement to transfer funds through IGTs to the IDHHS for use as the non-federal share of Medicaid expenditures.

AGREEMENT

1. **GEMT Program Compliance.** Attached hereto as Exhibit A is State Plan Amendment IA-19-002 (SPA), which address the GEMT Program. The GEMT Provider shall at all times comply with all requirements of the SPA.

2. **Compliance with Provider Agreement and GEMT Program Eligibility.** The GEMT Provider's Iowa Medicaid Provider Agreement is incorporated herein by reference. The parties stipulate to the inclusion of any future amendments or replacement of any such provider agreements by this reference. The GEMT Provider hereby represents, warrants and covenants that is and at all relevant times will be an Eligible GEMT Provider as that term is defined in the SPA. If at any time the GEMT Provider's status changes such that it is no longer an Eligible GEMT Provider, the GEMT Provider shall immediately notify the IDHHS.

3. **Fund Transfer.** The GEMT Provider agrees to transfer funds to IDHHS at the times and in the amounts determined in accordance with the following paragraphs of this Agreement. The transfer shall be made prior to the payment by IDHHS for the uncompensated Medicaid cost associated with GEMT services. The GEMT Provider will transfer funds to IDHHS equivalent to the non-federal share of the payments to be made upon notification by IDHHS.

4. **Funds Certification.** The GEMT Provider shall certify that the funds transferred qualify for federal financial participation (FFP) pursuant to 42 CFR part 433 subpart B, and are not derived from impermissible sources such as recycled Medicaid payments, federal money excluded from use as State match, impermissible taxes, and non-bona fide provider-related donations. Impermissible sources do not include revenue received from programs such as Medicare or Medicaid to the extent that the program revenue is not obligated to the State as the source of funding.

5. **Record Retention and Access.** The parties agree that each shall maintain necessary records and supporting documentation applicable to the uncompensated Medicaid cost associated with GEMT services payments to assure that claims for total funds and federal funds are in accordance with applicable federal requirements, including but not limited to those record retention requirements set forth in the SPA. The parties agree to make those records available to the parties and to any and all state or federal oversight authorities immediately upon request.

6. **Notices:** Any written notice required by this Agreement shall be sent to:

For: Waterloo Fire Rescue

GEMT Provider

Printed Name: Jason Hernandez

Title: Medical Supervisor

Address: 425 E 3rd St

Waterloo, IA 50703

E-mail address jason.hernandez@waterloo-ia.org

For IDHHS:

Printed Name: Iowa Department of Health and Human Services

Title: Iowa Medicaid

Address: 1305 East Walnut Street

Des Moines, IA 50319

E-mail address: costaudit@dhs.state.ia.us

7. **Repayment Obligation:** In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the GEMT Provider shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the GEMT Provider as well as any subcontractors of the GEMT Provider. To the extent that the GEMT Provider receives

payments that exceed the permissible amount allowed pursuant to the SPA, the parties hereby deem the excess funds received by the GEMT Provider to be an "overpayment" subject to return to the IDHHS within 60 days pursuant to Section 2.5 of the Provider Agreement.

8. **Assignment:** This Agreement is not assignable.

9. **No Third Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Agreement is intended only to benefit the IDHHS and the GEMT Provider.

10. **Amendment:** This Agreement may be modified at any time by the written agreement of both parties.

11. **Term & Termination:** This Agreement covers the period beginning on or after July 1, 2023 and ending June 30, 2024. This Agreement may be canceled by either party after giving thirty (30) days prior notice in writing to the other party. All obligations of the parties incurred or existing under this Agreement as of the date of expiration or termination survive the expiration or termination of the Agreement.

12. **Execution:** In consideration of the mutual covenants in this Agreement and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Agreement and have caused their duly authorized representatives to execute this Agreement.

Waterloo Fire Rescue

GEMT Provider

Signature

Date

Printed Name

Quentin Hart, Mayor

Title

IOWA DEPARTMENT OF HEALTH AND HUMAN SERVICES

Director

Date

Updated August 16, 2022

Attachment A – Approved State Plan Amendment IA-19-002

Methods and Standards for Establishing Payment Rates for Other Types of Care

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

This program provides supplemental payments for eligible Ground Emergency Medical Transportation (GEMT) providers that meet specified requirements and provide GEMT services to Iowa Medicaid members.

Supplemental payments provided by this program are available only for the uncompensated and allowable direct and indirect costs incurred by eligible GEMT providers while providing GEMT services to Iowa Medicaid members. The supplemental payment covers the gap between the eligible GEMT provider's total allowable costs for providing GEMT services as reported on the GEMT services cost report and the amount of the base payment, mileage, and all other sources of reimbursement.

The supplemental payment amounts shall be calculated annually on a prospective basis after the conclusion of each state fiscal year (SFY). Payments shall not be paid as individual increases to current reimbursement rates as described in other parts of this state plan for GEMT services.

This supplemental payment applies only to Iowa Medicaid services rendered to Iowa Medicaid members by eligible GEMT providers on or after July 1, 2019.

A. Definitions

1. "Department" means the Iowa Department of Human Services.

2. "Direct Costs" means all costs that can be identified specifically with particular final cost objectives in order to meet all medical transportation mandates.

3. "Shared Direct Costs" are direct costs that can be allocated to two or more departmental functions or cost objectives on the basis of shared benefits.

4. "Indirect Costs" means costs for a common or joint purpose benefitting more than one cost objective that are allocated to each benefiting objective using an agency approved indirect rate or an allocation methodology. Indirect costs rate or allocation methodology must comply with 2 C.F.R. Part 200 and CMS non-institutional reimbursement policy.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

5. "Eligible GEMT Provider" means a provider who is eligible to receive supplemental reimbursement because it meets all of the following requirements continuously during the claiming period:

    a. Provides Ground Emergency Medical Transportation services to Iowa Medicaid members.

    b. It is a provider that is enrolled as an Iowa Medicaid provider for the period being claimed.

    c. Is owned or operated by an eligible governmental entity, to include the state, a city, county, fire protection district, community services district, health care district, federally recognized Indian tribe or any unit of government as defined in 42 C.F.R. Sec. 433.50.

6. "Dry Run" means a run that does not result in either a transport or a delivery on-site of Medicaid covered services.

7. "GEMT Transport" means GEMT services provided by eligible GEMT providers to individuals and does not, include dry runs as defined in Paragraph, A.6.

8. "GEMT Services" means both the act of transporting an individual from any point of origin to the nearest medical facility capable of meeting the emergency medical needs of the patient, as well as the advanced, limited-advance, and basic life support services provided to an individual by GEMT providers before or during the act of transportation.

    a. "Advanced Life Support" means special services designed to provide definitive prehospital emergency medical care, including but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration with drugs and other medicinal preparations, and other specified techniques and procedures.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

b. "Limited-Advanced Life Support" means special services to provide prehospital emergency medical care limited to techniques and procedures that exceed basic life support but are less than advanced life support services.

c. "Basic Life Support" means emergency first aid and cardiopulmonary resuscitation procedures to maintain life without invasive techniques.

9. "Service Period" means the period from July 1 through June 30 of each SFY.

10. "Shift" means a standard period of time assigned for a complete cycle of work, as set by each eligible GEMT provider. The number of hours in a shift may vary by GEMT provider, but will be consistent to each GEMT provider.

B. Supplemental Reimbursement Methodology – General Provisions

1. Computation of allowable costs and their allocation methodology must be determined in accordance with Medicaid cost principles at 2 C.F.R. Part 200, which establish principles and standards for determining allowable costs and the methodology for allocating and apportioning those expenses to the Iowa Medicaid program, except as expressly modified below.

2. Iowa Medicaid base payments to the GEMT providers for providing GEMT services are derived from the Ambulance provider fee schedule established for reimbursements payable by the Iowa Medicaid program by procedure code. The base payments for these eligible GEMT providers are fee-for-service (FFS) payments. The primary source of paid claims data and other Iowa Medicaid reimbursements is the Iowa Medicaid Management Information System (IA-MMIS). The number of paid Iowa Medicaid FFS GEMT transports is derived from and supported by the IA-MMIS reports for services during the applicable service period.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The total uncompensated care costs of each eligible GEMT provider available to be reimbursed under this supplemental payment program will equal the shortfall resulting from the allowable costs determined using the Cost Determination Protocols (Section C.) for each eligible GEMT provider rendering GEMT services to Iowa Medicaid members net of the amounts received and payable from the Iowa Medicaid program and all other sources of reimbursement for GEMT services provided to Iowa Medicaid members. If the eligible GEMT providers do not have any uncompensated care costs, then the provider will not receive supplemental reimbursement under this supplemental payment program.

4. The Iowa Medicaid supplemental payment under this segment are the uncompensated care costs for GEMT services provided by eligible GEMT providers to Iowa Medicaid members as determined by the Prospective Supplemental Payment Amount (Section D.).

C. Cost Determination Protocols

1. An eligible GEMT provider's specific allowable cost per-GEMT transport rate will be calculated based on the provider's audited financial data reported on the GEMT services cost report. The per-GEMT transport cost rate will be the sum of actual allowable direct, shared direct, and indirect costs of providing GEMT services **(excluding cost associated with dry runs as defined in Paragraph A.6 and runs where a Medicaid covered service was delivered but no transport occurred)** divided by the actual number of GEMT transports (including dry runs as defined in Paragraph A.6 **and runs where a Medicaid covered service was delivered but no transport occurred)** provided for the applicable service period.

    a. Direct costs for providing GEMT services include only the unallocated payroll costs for the shifts in which personnel dedicate 100 percent of their time to providing GEMT services, medical equipment and supplies, and other costs directly related to the delivery of covered services, such as first-line supervision, materials and supplies, professional and contracted services, capital outlay, travel, and training. These costs must be in compliance with Medicaid non-institutional reimbursement policies and are directly attributable to the provision of the GEMT services.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

b. Shared direct costs for GEMT services must be allocated for personnel, capital outlay and other costs; such as medical supplies, professional and contracted services, training and travel. The personnel costs will be allocated based on a percentage of total hours logged performing GEMT services activities versus other service activities. The capital and other shared direct costs will be allocated based on the percentage of total call volume.

c. Indirect costs are determined by applying the cognizant agency specific approved indirect cost rate to its total direct costs (Paragraph C.1.a) or derived from provider's approved cost allocation plan. Eligible GEMT providers that do not have a cognizant agency approved indirect cost rate or approved cost allocation plan, the costs and related basis used to determine the allocated indirect costs must be in compliance with Medicaid cost principles specified at 2 C.F.R. Part 200.

d. The GEMT provider specific per-GEMT transport cost rate is calculated by dividing the total net GEMT services allowable costs (Paragraph C.1.a, C.1.b, and C.1.c) of the specific provider by the total number of GEMT transports provided by the provider for the applicable service period.

D. Prospective Supplemental Payment Amount

1. The Department will calculate annual prospective supplemental payment amounts for eligible GEMT provider on a per-GEMT transport basis. The per-GEMT transport prospective supplemental payment amount for each provider is based on the provider's completed annual cost report in the format prescribed by the Department for the applicable cost reporting year. The Department will make adjustments to the as-filed cost report based on the results of the most recently retrieved IA-MMIS report.

2. Each eligible GEMT provider must compute the annual cost in accordance with the Cost Determination Protocols (Section C.) and must submit the completed annual as-filed cost report, to the Department five (5) months after the close of the service period.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

3. The prospective supplemental payment amount is calculated by subtracting from Iowa Medicaid's portion of the total GEMT allowable costs (Paragraph C.1) from the as-filed cost report adjusted by the Department (Paragraph D.1), the total Iowa Medicaid base payments (Paragraph B.2) and other payments, such as Iowa Medicaid co-payments, received by the providers for providing GEMT services to Iowa Medicaid members. The result of this calculation is the uncompensated care costs for GEMT services provided to Iowa Medicaid members.

4. The result in Paragraph D.3 is divided by the Iowa Medicaid GEMT transports (including dry runs as defined in Paragraph A.6) from the as-filed cost report adjusted by the Department to calculate the per-GEMT services prospective supplemental payment amount. This amount will be paid prospectively, in addition to the Iowa Medicaid base payments (Paragraph B.2) on a claim by claim basis.

5. The prospective supplemental payment amount will be updated the following July 1, and every year thereafter, following submission and review of the cost report. Specifically, the prior year's uncompensated care amount per Medicaid transport will be paid as an adjustment to the following year's base rate.

E. Eligible GEMT Provider Reporting Requirements

Eligible GEMT providers shall:

1. Submit the GEMT services cost report no later than five (5) months after the close of the CY, unless a provider has made a written request for an extension and such request is granted by the Department.

2. Provide supporting documentation to serve as evidence supporting information on the submitted cost report and the cost determination as specified by the Department.

3. Keep, maintain, and have readily retrievable, such records as specified by the Department to fully disclose reimbursement amounts to which the eligible government entity is entitled, and any other records required by CMS.

Supplemental payment for publicly owned or operated ground emergency medical transportation providers

4. Comply with the allowable cost requirements provided in 2 C.F.R. Part 200, and Medicaid non-institutional reimbursement policy.

F. Department Responsibilities

1. The Department will submit to CMS claims for GEMT services that are allowable and in compliance with federal laws and regulations and Medicaid non-institutional reimbursement policy.

2. The Department will, on an annual basis, submit any necessary materials to the federal government to provide assurances that claims will include only those expenditures that are allowable under federal law.

3. The Department may conduct on-site audits as necessary and will complete the audit within two years of the postmark date of the accepted cost report.

CITY OF WATERLOO

Council Communication

Resolution approving the Natural Gas Facilites Construction and Reimbursement Agreement with MidAmerican Energy Company, for the extension of gas into the Waterloo Air and Rail Park, in an amount not to exceed $1,706,980.00, and authorizing the Mayor to execute said documents.

City Council Meeting: 11/7/2022
Prepared: 10/26/2022

ATTACHMENTS:

	Description	Type
	Natural Gas Facility Agreement	Backup Material

SUBJECT:	Resolution approving the Natural Gas Facilites Construction and Reimbursement Agreement with MidAmerican Energy Company, for the extension of gas into the Waterloo Air and Rail Park, in an amount not to exceed $1,706,980.00, and authorizing the Mayor to execute said documents.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approve resolution
Summary Statement:	Th City has previously worked with MidAmerican for the extension of electrical service to the Waterloo Air and Rail Park (WARP) and is now proceeding with gas extensions to same area - which is over 300 acres of industrial land on the western side of the Waterloo Regional Airport. There is the potential for the City to be refunded some funding portions as the park develops within the next 10-year period. The City already has one project under construction, two approved Development Agreements for further construction, and multiple interested future projects.
Neighborhood Impact:	The extension of gas into the industrial park will help development of the park.
Data/Analysis and Strategies:	MidAmerican Energy Company is our local gas unit supplier, and this agreement will allow for utilities to serve the Waterloo Air and Rail Park.
Implementation, Accountability, and Communication:	The agreement allows for extension of gas utilities through a route to serve additional development lots while providing for the quickest approval and construction process.
Community Engagement Methods:	The development of the Waterloo Air and Rail Park is zoned M-2,P Planned Industrial District, so hearings will be held for development projects in this location.
Expenditure Required/Source of Funds:	$1,706,980 in MidPort TIF funds

NATURAL GAS FACILITIES CONSTRUCTION AND REIMBURSEMENT AGREEMENT – CITY OF WATERLOO, IOWA

MIDAMERICAN ENERGY COMPANY, an Iowa corporation, its successors and assigns (the "Company"), and the CITY OF WATERLOO, IOWA, a city incorporated under Chapter 372 of the Iowa Code, (the "Customer") (each a "Party" and together, the "Parties"), enter into this Gas Facilities Construction and Reimbursement Agreement ("Agreement") as of the date of the last signature below (the "Effective Date") and agree as follows:

Recitals

WHEREAS, the Company is a public utility providing gas service within the City of Waterloo, Iowa;

WHEREAS, the Customer is planning to extend natural gas infrastructure to serve a portion of a new industrial park in the City of Waterloo, Iowa, west of the Waterloo Regional Airport (the "Site") as depicted in Exhibit B;

WHEREAS, the Parties desire to enter into this Agreement to memorialize the Parties' intent for the Company to complete a Distribution Main Extension and Extensive Plant Additions (as that term is defined later in Article I below) to provide natural gas infrastructure for future development at the Site;

WHEREAS, the Customer intends that businesses in the new industrial park will take future natural gas service under the Company's Iowa Natural Gas Tariff (the "Tariff");

WHEREAS, in order to meet the future natural gas distribution service needs at the Site, the Company will construct, own, maintain, and operate the Company Facilities (as that term is defined later in Article I below) of its natural gas system, including, but not limited to, the Company Facilities associated with the Distribution Main Extension and Extensive Plant Additions.

WHEREAS, in order to design, procure and install the Company Facilities necessary to serve the Site's future natural gas distribution service needs, certain plans and responsibilities are formalized between the Parties as set forth below.

THEREFORE, the Parties agree as follows:

Article I. Definitions

1. When used anywhere in this Agreement, including in the recitals, the following terms shall have the meanings indicated.

    a. Applicable Law – shall mean all laws, statutes, codes, natural gas codes, natural gas standards, ordinances, decrees, rules, regulations, statutory rules, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or

regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and terms and conditions of any grant of approval, permission, authority or license of any governmental authority, statutory body or self-regulatory authority.

b. Commitment Costs – shall mean the amount of the Company's reasonably and prudently incurred actual costs to supply the material and labor for, and miscellaneous costs associated with, the Company Facilities needed to supply the Customer-requested natural gas distribution service to the Site to serve the natural gas load of future businesses at the Customer's industrial park. An estimate of the Commitment Costs is itemized in Exhibit A, Section 3, Exhibit C and Exhibit D of this Agreement. Subject to the exceptions set forth in this Article I, Section 1, Subsection "b", the above-mentioned miscellaneous costs include, but are not limited to, all costs attributable to the Customer under the Company's Iowa Tariff including costs related to obtaining regulatory approval.

c. Company Facilities – shall include the Distribution Main Extension and Extensive Plant Additions needed to serve CPM Roskamp's natural gas load as well as future customers at the Site, including the Company Facilities identified in Exhibit A, Section 2 and in Exhibit B of this Agreement as amended and updated from time to time.

d. Customer Cash Payment – shall mean the Reimbursement Balance, not including Tax Gross Up, paid by the Customer to the Company at the end of the Initial Period if the Customer's Net Revenue does not cover the Commitment Costs associated with the Initial Period. A Customer Cash Payment is non-refundable and will be increased by the applicable Tax Gross Up.

e. Customer Commitment Costs – shall be defined in Exhibit C of this Agreement.

f. Customer Facilities – shall be defined in Exhibit A, Section 4 to this Agreement.

g. Distribution Main Extension – shall mean any expansion of the Company's natural gas facilities used to deliver natural gas. Distribution Main Extension shall include the definition provided in the Company's Tariff.

h. Distribution System Expansion – shall mean any expansion of the Company's natural gas facilities used to deliver natural gas, including Excess Facilities.

i. Extensive Plant Addition – shall mean facilities required before Customer can be served that:

    i. Are other than Plant Additions paid by the Company, Distribution Main Extension or Service Line including but not limited to:
        1. Distribution Main upgrades.

2. Third-party pipeline installations, upgrades and/or supply-related costs that would be incurred by the Company.
3. Station construction and/or upgrades for pressure and/or flow control.
4. Are infrastructure improvements that are not currently budgeted or economically justified.

j. Good Utility Practice – shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the natural gas utility industry during the relevant time period; or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts reasonably known at the time a decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the region.

k. Initial Period – shall mean the three (3) years of the Company's natural gas service starting from the Permanent Service Date.

l. Net Revenue – shall be equal to three times the estimated base revenue for each new customer connecting to the distribution extension; to the extent the base revenue exceeds the additional distribution costs incurred by MidAmerican Energy Company to serve individual customers.

m. Permanent Service – shall be as stated in Exhibit A, Section 7.

n. Permanent Service Date – shall mean the date the Company completes construction of the Distribution Main Extension and Extensive Plant Additions.

o. Points of Custody Transfer – shall mean the points of termination of the Customer's equipment and the Company's downstream equipment

p. Public Authorities – shall mean the City of Waterloo, Iowa, the Iowa Utilities Board ("IUB"), either state or federal Department of Transportation ("DOT"), the Federal Aviation Administration ("FAA"), and any other applicable regulatory bodies.

q. Refundable Advance – shall mean the amount paid, if any, by the Customer to the Company prior to construction. The Refundable Advance will be refunded in whole or in part if the actual Net Revenue exceeds Commitment Costs. MidAmerican will make no refunds for revenue received after ten (10) years from the date of this Agreement. The refund shall be equal to three times one year's actual use, less fuel expense costs. At no time shall the total of refunds exceed the original Advance for Construction payment. Permitting costs are non-refundable. MidAmerican Energy Company will

make no refunds for customers served from a further extension beyond the Company Facilities installed on this agreement

r. Reimbursement Balance – shall mean the positive difference, if any, of the remaining amount of Commitment Costs not covered by Net Revenue.

s. Revenue Credit – shall be equal to three times one year's actual use, less fuel expenses.

t. Tax Gross Up – shall mean the additional amount required to recover the Company's income taxes, if any, imposed by Internal Revenue Code § 118, and pursuant to Iowa Chapter 19.3(10) of the Administrative Code ("IAC"). 199IAC 19.3(10).

u. Third Party Refunds – As defined in Article III section 2**.**

2. All other capitalized terms of this Agreement shall have the same meanings as they have in the Company's Natural Gas Tariff and 199 Iowa Administrative Code, Chapters 19.

Article II. Site Assumptions for Natural Gas Load and Facilities

1. Customer's Estimated New Natural Gas Load and Supporting Facilities.

i. Company will construct the Company Facilities to provide natural gas service to the Site.

2. Site Requirements.

a. The Company shall have unrestricted access to the Company Facilities at all times.

b. The Company will not begin construction of the Company Facilities until receipt of all necessary portions of a Refundable Advance and any applicable documents such as easements, leases, franchises, licenses, permits, deeds and applicable regulatory approvals. All pre-construction work will be outlined in Exhibit A, Section 6.

c. If future customers in the industrial park have natural gas demands above and beyond available capacity, the Company shall require the Customer to enter into a new agreement for upgrades.

Article III. Commitments

1. Company Commitment.

a. Company commits to using commercially reasonable efforts to have the Company Facilities in place to provide natural gas distribution service to CPM Roskamp on or before the Permanent Service Date of December 31, 2022 (the "Permanent Service Date"), with Extensive Plant Addition complete on or

before September 1, 2023, provided that all prerequisite Customer requirements including, but not limited to, all agreements, contracts, transfer of interest in real estate, and guarantees are completed on a schedule reasonably satisfactory to Company, and provided Company does not experience difficulties which include, but are not limited to, a Force Majeure event, or shortages relating to materials, supplies and labor, late receipt of equipment or materials, regulatory delays, system emergencies, or other causes beyond the reasonable control of the Company. Furthermore, Company's commitment and proposals are specifically contingent on Customer first fulfilling its responsibilities as set forth in this Agreement, to the reasonable satisfaction of Company.

b. It is specifically understood between the Parties that Company cannot control the availability, scheduling or delivery of materials and equipment, all of which is being ordered from third-party sources or the scheduling and granting of such regulatory, governmental, and authority approvals as may be required; therefore, Company cannot and does not guarantee that it shall be ready to supply permanent service to the premise on any particular date. As necessary, Company shall keep Customer apprised of the progress of work, including, for example, equipment orders and the like, along with equipment delivery dates if this may affect the schedule.

2. The Company shall provide the Customer a point of contact to provide regular updates on the Company's expected completion date for Permanent Service and to promptly respond to the Customer's inquiries. If a Force Majeure Event occurs, the Parties will follow the procedures under Article VI, Section 9.The Company shall construct the Company Facilities in accordance with Good Utility Practice and in compliance with Applicable Law.

3. Customer Commitment.

a. In order to construct the Company Facilities described in Exhibit A, the Customer agrees to make a Refundable Advance if the Commitment Costs exceed the estimated Revenue Credit. If a Refundable Advance is due, the amount will be shown in Exhibit C.

b. If applicable, the Refundable Advance may include an applicable Tax Gross Up, and the Refundable Advance will be based on the estimated Commitment Costs less the estimated Revenue Credit.

c. The Net Revenue from the Initial Period shall be credited toward the Commitment Costs and the Customer shall not owe a reimbursement if the Net Revenue is equal to or exceeds the Commitment Costs. If the Net Revenue from the Initial Period is less than the Commitment Costs, the Customer commits to reimbursing the Company the Reimbursement Balance by paying the Customer Cash Payment plus any applicable Tax Gross Up.

d. The Customer shall provide the Company a point of contact to provide regular updates on the Customer's expected date of completion and updates that may impact Permanent Service so that the Company may economically update its construction schedule and its power supply schedule. If the Customer experiences a Force Majeure Event, the Parties will follow the procedures under Article VI, Section 10.

e. The Customer shall grant or cause to be granted at no cost easements across all Customer property and provide, at no cost, support and assistance for acquiring all necessary easements, permits, and other required authorizations or approvals on properties not controlled by the Customer.

4. Third Party Refunds

a. If, during the first ten (10) years following the Permanent Service Date, any customer of Company directly connects with a service line to the gas pipeline constructed for Project, then Company shall refund to Customer an amount equal to three times the Estimated Base Revenues of that additional customer, including a pro rata share of the Tax Gross Up, up to the amount of the Reimbursement Balance. Because Customer has no ability to determine whether another Company customer has taken service from the gas pipeline, Company shall notify Customer of any such customer. Company's refund obligations are satisfied ten (10) years after the actual permanent in-service date or earlier if the Reimbursement Balance, if any, has been fully refunded. Any such refunds shall be subject to the following items:

b. No interest will be paid on refunded Refundable Advance and adverse condition charges, if any.

c. Any refunds will be made at least once a year during the 10-year period.

d. Total refunds shall not exceed the sum of the Refundable Advance and Customer Contribution, if any.

e. No refunds shall be made for customers connected after ten (10) years from the Permanent Service date.

f. Any Balance remaining on the sum of the Refundable Advance and Customer Contribution at the end of the 10-year period after the payment of all refunds shall be retained by Company.

g. Pipeline or distribution extensions branching off of the Company Facilities constructed under this Agreement resulting in additional service line connections to those extensions will NOT result in refunds to Customer.

Article IV. Term and Termination

1. This Agreement will become effective upon the Effective Date and remain in effect until the later of: (i) the Company meeting its obligations under this Agreement and the Customer meeting all of its obligations under this Agreement by generating sufficient Net Revenue to cover the actual Commitment Costs and/or by paying any Reimbursement Balance and Tax Gross Up if owed; and (ii) the date upon which a Party has elected not to use this Agreement in accordance with this Article IV ("Term").

2. The Customer has the unilateral right to terminate this Agreement upon 30 days' advance written notice to the Company, in which case the Company will stop all work under this Agreement and associated Exhibits. If the Customer opts to terminate this Agreement, the Customer will owe to the Company any documented non-recovered costs, including applicable Tax Gross Up, reasonably incurred by the Company in connection with this Agreement and as outlined in Exhibits A, B, C, D, and E; provided, however, that the Company shall diligently attempt to mitigate such non-recoverable costs by either re-selling the equipment or using the equipment for another Company project or use and any such successful mitigation shall be offset against the documented non-recovered costs owed by the Customer.

3. The Customer is obligated to provide a forecasted peak natural gas load in accordance with Article II, Section 1 and Article III, Section 3 of this Agreement if the Customer expects additional natural gas load growth requiring additional installed capacity to serve the natural gas load.

Article V. Notices

Unless otherwise provided in this Agreement, any notice, request, demand, monthly statements and payments provided for in this Agreement or in the Company's Tariff, or any notice which either Party may desire to give to the other, shall be in writing and shall be considered as duly delivered when mailed by first-class postage prepaid United States mail addressed to the other Party at its address indicated below or at such other address as either Party may designate for itself in writing to the other Party:

Company (Contract Administration)
MidAmerican Energy Company
Director of Business Connections
3500 104th Street
Urbandale, IA 50322
david.johnson@midamerican.com

Company (Payments)
MidAmerican Energy Company
Treasury
P. O. Box 8020
Davenport, IA 52808-8020
treasury@midamerican.com

Customer (Contract Administration / Bills)
City of Waterloo
Attn: Community Planning and Development Director
715 Mulberry Street

Waterloo, Iowa 50703
Noel.anderson@waterloo-ia.org
Jamie.knutson@waterloo-ia.org

Legal Notices

Customer
City of Waterloo
Attn: City Attorney
715 Mulberry Street
Waterloo, Iowa 50703
Martin.petersen@waterloo-ia.org

Company
MidAmerican Energy Company
General Counsel
666 Grand Avenue, Suite 500
P.O. Box 657
Des Moines, Iowa 50306-0657
timothy.whipple@midamerican.com

Article VI. Miscellaneous

1. Application of Tariffs. Any applicable terms and conditions included in the Company's Iowa Natural Gas Tariffs, approved by the IUB, or in the IUB rules shall apply. If the terms and conditions of this Agreement are not addressed in the Company's Iowa Natural Gas Tariff approved by the IUB, or in the IUB rules, the terms and conditions of this Agreement shall apply. The provisions of this Agreement and the Company's Iowa Natural Gas Tariff are subject to change upon order or approval of any regulatory authority having jurisdiction. If there is a regulatory change requiring an amendment to this Agreement, the Parties will work in good faith to negotiate amendments to this Agreement affected by an order or approval of a jurisdictional regulatory authority.

2. Severability. Each provision of this Agreement is severable and if any provision shall be finally determined to be invalid, illegal, or unenforceable in any jurisdiction, the remaining provisions shall not be affected thereby nor shall said provision be invalid in any other jurisdiction.

3. Waiver. The rights of the Parties may not be waived except in writing signed by the waiving Party. A waiver by either Party of any of its rights under this Agreement or any breach of this Agreement shall not be construed as a waiver of any other or future rights or breaches. No waiver by either Party of any one or more defaults by the other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or a different character.

4. Applicable Law. This Agreement and the Parties' performance shall be interpreted in accordance with the laws of the State of Iowa, without reference to its provisions concerning conflicts of laws, and shall be subject to all applicable rules and regulations of regulatory authorities having jurisdiction.

5. Dispute Resolution and Jury Waiver. The Parties agree that any dispute regarding the interpretation of 199 IAC 20, 199 IAC 25, or the Company's Iowa Natural Gas Tariff falls under the IUB's jurisdiction, and the Parties shall first attempt to resolve any disputes

through the IUB's informal complaint process. The Parties retain the right to request reconsideration of an IUB decision and the right to appeal the IUB decision. The Parties retain the right to appeal any IUB decision or enforce any other provisions of this Agreement in either Iowa state or federal courts. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior oral or written agreements and all contemporaneous oral communications. All additions, amendments or modifications to this Agreement must be made in writing and must be signed by the Parties. This Agreement shall be effective upon execution.

7. Assignment/Successors. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their successors and assigns. Either Party may at any time, upon written notice to the other Party, assign this Agreement and all of its rights and obligations under this Agreement to the Party's affiliate or subsidiary.

8. Default. Failure to make a payment due under this Agreement shall not be considered a material breach until such payment is past due by 45 days and the Company has provided written notice of such to the Customer.

9. Force Majeure.

   a. Neither Party will be liable for delays or any failure to perform under this Agreement due to causes that: (a) are not within the reasonable control of the applicable Party; (b) are not the result of the acts or omissions of the applicable Party; and (c) by the exercise of due diligence and its best efforts, the applicable Party is unable to overcome or avoid (a "Force Majeure Event"), including war (including civil war), riots, terrorist attacks, embargoes, acts (whether sovereign or contractual) of civil or military authorities, acts or failures to act of any governmental entity, fires, floods, explosions, the elements, epidemics, quarantine restrictions, industry-wide strikes, or the other Party's acts or omissions with respect to matters for which such Party is responsible. The other Party will not be required to perform or resume performance of those of its obligations that correspond to the obligations of the Party excused by Force Majeure Event.

   b. If there is a Force Majeure Event, the affected Party will orally notify the other Party as soon as commercially practicable of such delay and will provide to the other Party a written description of the details of such Force Majeure Event within five business days from the date of such oral notice. If the Party claiming a Force Majeure Event complies with the foregoing procedures, the Parties will negotiate in good faith an equitable adjustment to the completion schedules and any other affected terms of this Agreement.

c. During a Force Majeure Event, both Parties shall use commercially reasonable efforts to resume performance under this Agreement.

d. Notwithstanding the foregoing, each Party acknowledges and agrees that it is entering into this Agreement and committing to perform its respective obligations with an awareness of the effects of the ongoing pandemic, as of the Effective Date, the continuation of which the Parties agree will not be deemed a Force Majeure Event absent changes in circumstances or occurrence of events beyond the Parties' reasonable control which would independently meet the definition of a Force Majeure Event.

10. Material Shortage and Supply Chain Challenges. Material shortage and unavailability is a known challenge. The Parties acknowledge that timelines may be impacted by the timeframe to obtain necessary materials. All commercially reasonable efforts will be made to obtain necessary materials. Relevant delays will be communicated to the Customer.

10. Compliance with the Laws. The Parties agree they will comply with Applicable Laws in performance of this Agreement.

11. Interpretation and Joint Drafting. The Parties expressly agree that this Agreement was jointly drafted and that each had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. The language in all parts of this Agreement will be in all cases construed according to its fair meaning and not strictly for or against either of the Parties. If a claim is made by any Party relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion will be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Party or counsel for any particular Party.

12. Good Faith. Each Party will act in good faith in the performance of its obligations under this Agreement and each Party will cooperate with the reasonable requests of the other Party and otherwise use commercially reasonable efforts to implement the provisions of and to administer this Agreement in accordance with its terms.

13. Captions. The captions of the various Articles and Sections of this Agreement are for convenience and reference only and do not limit or define any terms and provisions of this Agreement.

14. Exhibits. The Exhibits attached to this Agreement are incorporated in this Agreement and made a part of this Agreement.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which taken together will constitute only one legal instrument. Provided that both Parties have signed this Agreement in counterparts and the counterparts have been delivered to both Parties, it will not be necessary in making proof of this Agreement to produce or account for more than one (1) counterpart.

16. Change in Law. Notwithstanding any other provision in this Agreement, if any Applicable Law is changed, amended or revoked, or any statutes, rules, regulations, permits or authorizations are enacted or granted, such that: (i) the continued implementation of this Agreement would have a material adverse effect on either Party; or (ii) this Agreement or any part of this Agreement would be rendered unenforceable, then the Parties agree to negotiate in good faith to amend this Agreement to conform with such Applicable Law or new statutes, rules, regulations, permits, or authorizations (as applicable) in order to maintain the original intent of the Parties under this Agreement.

17. Further Assistance. Each party, upon the reasonable request of the other Party, will perform any further acts which are consistent with this Agreement and that do not increase the duties or financial obligations of the Parties or reduce any rights of the Parties.

18. Survival Rights. This Agreement will continue in effect after its termination to the extent necessary to allow or require either Party to fulfill rights or obligations that arose under this Agreement.

19. Verification. Each Party will maintain adequate records to assist the other Party in meeting any obligation under this Agreement and will provide such records upon reasonable notice from the other Party.

20. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement, and this Agreement should not be construed to create or confer any right or interest in or to, or to grant any remedies to, any third party as a beneficiary of this Agreement or of any duty, obligation, or undertaking established in this Agreement.

21. Relationship of Parties. This Agreement does not constitute a joint venture, association or partnership between the Parties. No express or implied term, provision or condition of this Agreement will create, or will be deemed to create, an agency, joint venture, partnership or any fiduciary relationship between the Parties.

22. Business Ethics. Both the Customer and the Company, and their respective employees, officers, agents, representatives and subcontractors shall at all times maintain the highest ethical standards and avoid conflicts of interest in the performance of their obligations under this Agreement. In conjunction with its performance under this Agreement, the Parties and their respective employees, officers, agents and representatives shall comply with, and cause its subcontractors and its employees, officers, agents and representatives to comply with, all Applicable Laws, including, without limitation, the United States Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010. Without limiting the generality of the foregoing, the Customer specifically represents and warrants that neither the Customer nor any subcontractors, employees, officers, representatives or other agents of the Customer have made or will make any payment, or have given or will give anything of value, in either case to any government official (including any officer or employee of any governmental authority) to influence his, her, or its decision or to gain any other advantage for the Customer or the Company in connection with the Services to

be performed hereunder. The Customer shall maintain and cause to be maintained effective accounting procedures and internal controls necessary to record all expenditures in connection with this Agreement and to verify the Customer's compliance with this section. The Company shall be permitted to audit such records as reasonably necessary to confirm the Customer's compliance with this section. The Customer shall immediately provide notice to the Company of any facts, circumstances or allegations that constitute or might constitute a breach of this section and shall cooperate with the Customer's subsequent investigation of such matters. The Parties specifically acknowledge that the Customer's failure to comply with the requirements of this section shall constitute a condition of default under this Agreement.

23. Authority to Execute. By signing below, Customer's representative certifies that Customer has obtained all necessary public approvals, including the FAA, to enter this Agreement and is duly authorized by Customer to execute this Agreement on Customer's behalf and to bind Customer to this Agreement and the terms herein.

    Public Records. The Company recognizes that the Customer is a governmental entity subject to the Open Records Statute codified in Iowa Code Chapter 22.

24. Electronic Signatures Binding. The Parties may execute this Agreement by electronic signature, specifically including Adobe Sign, which signature shall be binding on the Party as if the Party executed the Agreement with a wet ink signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

MIDAMERICAN ENERGY COMPANY		**CITY OF WATERLOO**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

EXHIBITS

Exhibit A – Project Details

Exhibit B – Figures

Exhibit C – Customer Commitment Costs

Exhibit D – Preliminary Project Cost Summary

Exhibit E – Utility Easement Overview

Exhibit F – Natural Gas Utility Easement

EXHIBIT A
PROJECT DETAILS

1. Estimated Natural Gas Load Information

a. Known Site Loads.

i. Company will construct the Distribution Main Extension to serve CPM Roskamp's new facility at 4050 Leversee Road, Waterloo, Iowa. CPM Roskamp identified their load at (5) million cubic feet per hour (Mcfh).

b. Additional Capacity

i. The Company will construct the Extensive Plant Addition which could provide an additional 45 million cubic feet per hour (Mcfh) to the industrial park based on the existing distribution system configuration, subject to availability and load growth in the area.

2. Company Facilities

a. Company Facilities.

i. The Company will construct, own, and operate approximately 3,850 feet of 8-inch 70 psig plastic, 18,350 feet of 6-inch 70 psig plastic and approximately 300 feet of 6-inch 70 psig steel mains. Main will be bored through runway protection area and future railroad spur at south end of development.

ii. The Company shall maintain its Company Facilities consistent with Good Utility Practice.

iii. If the Customer anticipates a natural gas load greater than the assumptions documented above, the Customer must immediately notify the Company to allow the Company to update its system models and update any changes to the construction. Based on the notification, the Parties shall plan the Natural Gas Distribution Main Extension, if necessary, to each Party's facilities. Furthermore, if the Customer's forecasted gas load is expected to exceed the installed capacity and additional facilities are required, then additional facilities shall not be constructed until any required approval of applicable authorities is received and appropriate agreements are executed.

iv. For planning purposes, Exhibit B, Figure 1 shows the layout of the Distribution Main Extension and Extensive Plant Addition. If the Customer anticipates natural gas load greater than the installed capacity for the Company Facilities identified in Exhibit A, the Customer shall notify the Company in accordance with the provisions in Article V of the Agreement.

3. **Commitment Costs associated with the Company Facilities.** The Commitment Costs are estimated to be one million, four hundred and twenty-nine thousand, eight hundred and sixty five dollars ($1,429,865). These costs shall be payable as set forth in Exhibit C.

   If Customer requires that the installation be completed during the winter construction season, or when working conditions impede construction, Customer shall pay an additional sum of $4.93 per foot. This includes Tax Gross Up. The Company reserves the right to determine if and when such winter/adverse conditions exist.

4. Site facilities

a. CPM Roskamp and future customers will construct, own, operate, and maintain their own future equipment and connect to the Company equipment.

b. CPM Roskamp and future customers shall maintain the future facilities consistent with Good Utility Practice.

5. Metering

The metering point will be located on CPM Roskamp' and other future customers' property. Company will provide, own, install and maintain the appropriate metering equipment. CPM Roskamp and other future customers shall provide electrical power and telecommunications for Company's metering equipment, if gas transportation is required.

6. Company Site Requirements

All Site Requirements set forth in Article II, Section 2 of the Agreement must be met as set forth therein.

7. Company Commitment

a. Company commits to using commercially reasonable efforts to have the Company Facilities in place to provide natural gas distribution service to CPM Roskamp on or before the Permanent Service Date of December 31, 2022 (the "Permanent Service Date"), with Extensive Plant Addition complete on or before September 1, 2023, provided that all prerequisite Customer requirements including, but not limited to, all agreements, contracts, transfer of interest in real estate, and guarantees are completed on a schedule reasonably satisfactory to Company, and provided Company does not experience difficulties which include, but are not limited to, a Force Majeure event, or shortages relating to materials, supplies and labor, late receipt of equipment or materials, regulatory delays, system emergencies, or other causes beyond the reasonable control of the Company. Furthermore, Company's commitment and proposals are specifically contingent on

Customer first fulfilling its responsibilities as set forth in this Agreement, to the reasonable satisfaction of Company.

b. It is specifically understood between the Parties that Company cannot control the availability, scheduling or delivery of materials and equipment, all of which is being ordered from third-party sources or the scheduling and granting of such regulatory, governmental, and authority approvals as may be required; therefore, Company cannot and does not guarantee that it shall be ready to supply permanent service to the premise on any particular date. As necessary, Company shall keep Customer apprised of the progress of work, including, for example, equipment orders and the like, along with equipment delivery dates if this may affect the schedule.

c. Customer and Company agree to meet regularly to discuss the project progress and make reasonable efforts to complete the project.

EXHIBIT B
FIGURES

Figure 1. Preliminary Project Drawing

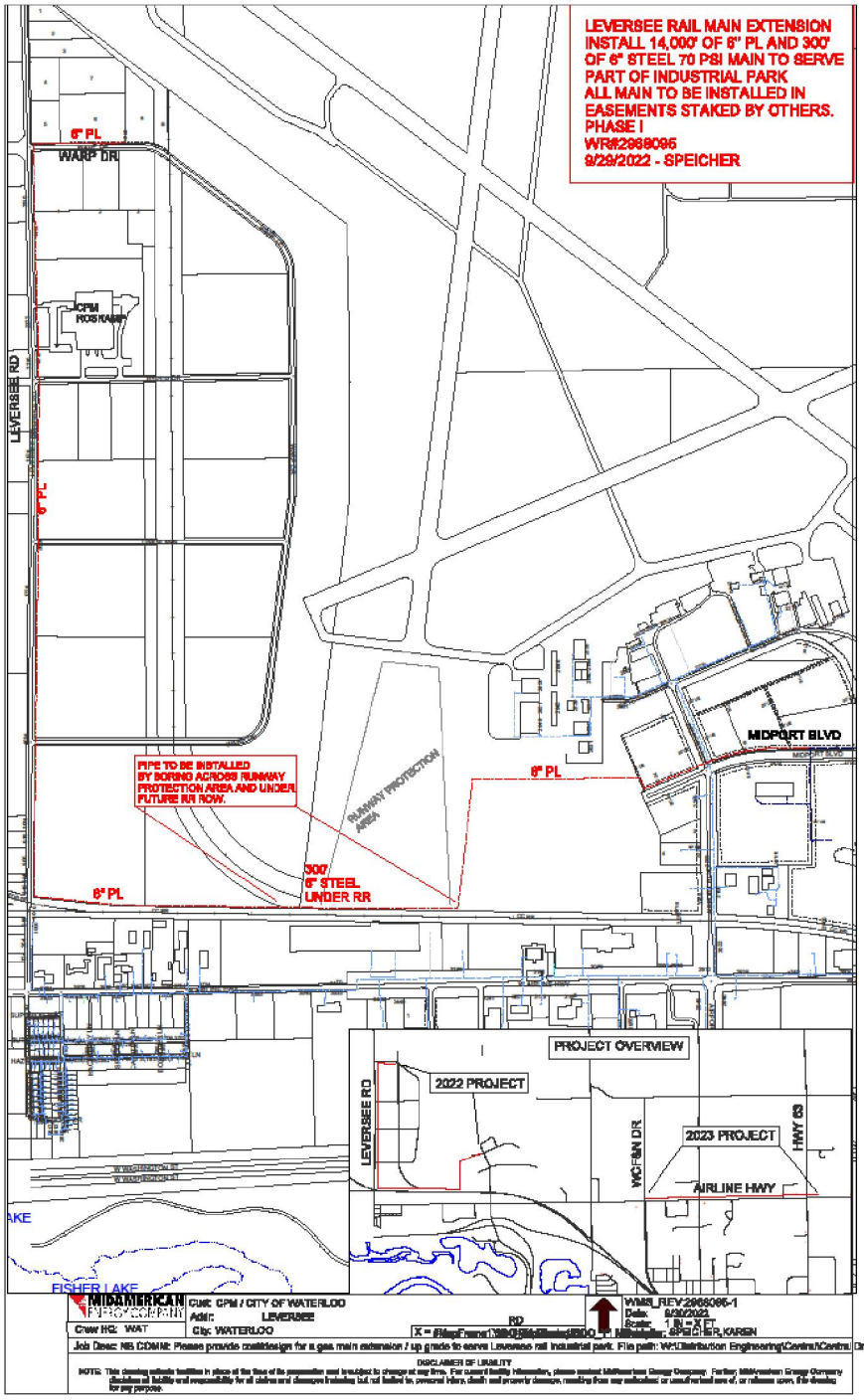
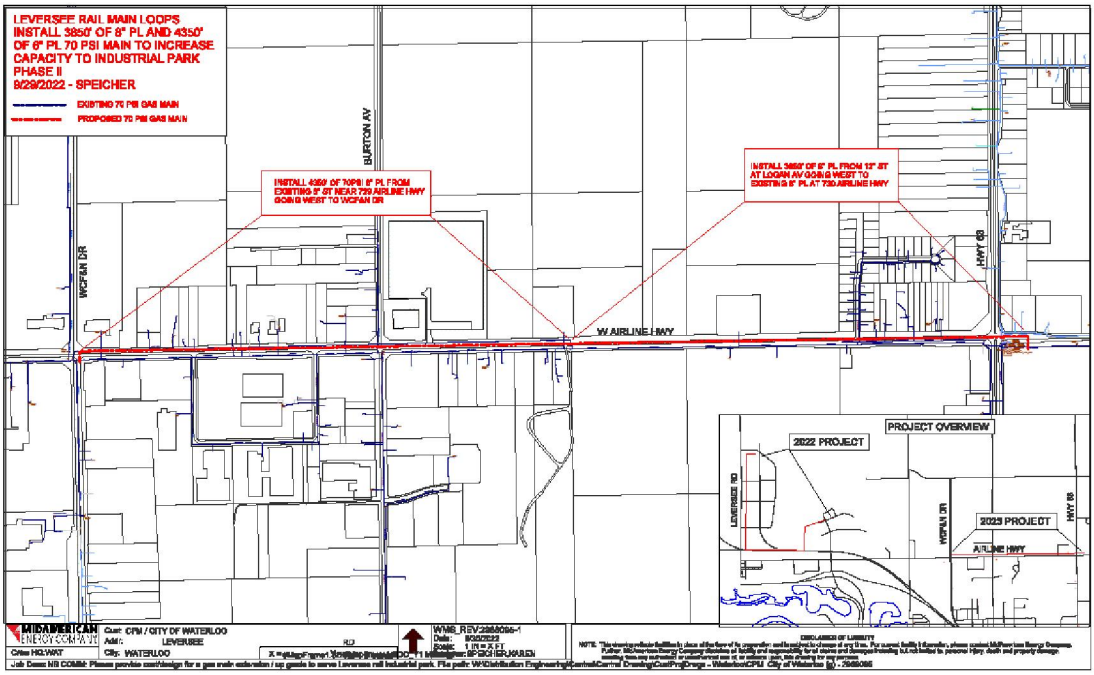


Figure 2. Preliminary Project Drawing



Figures 1 and 2 represent preliminary project drawings, as conceived by the Company as of the Effective Date.

EXHIBIT C
CUSTOMER COMMITMENT COSTS

1. Customer Commitment Costs

a. Estimated Commitment Costs, Revenue Credit, and Refundable Advance. The estimated Commitment Costs are one million four hundred twenty-nine thousand eight hundred and sixty-five dollars ($1,429,865). The Revenue Credit is calculated as set forth in Article I, Section 1, Subsection "s", and is estimated to be thirteen thousand four hundred and thirty-four dollars ($13,434). Based on these figures, the Customer shall pay an upfront Refundable Advance of one million seven hundred and six thousand, nine hundred eighty dollars ($1,706,980), which includes the estimated Commitment Costs less the revenue credit plus an applicable Tax Gross Up of two hundred ninety thousand five hundred forty-nine dollars ($290,549).

b. Reconciliation of Estimated and Actual Commitment Costs. Actual Commitment Costs will be determined within ninety (90) days of the Permanent Service Date. The Company shall retain billing records to account for all actual Commitment Costs which shall be maintained in a reasonable and accessible manner. If actual Commitment Costs exceed estimated Commitment Costs, the Customer shall pay to Company an additional Refundable Advance payment in the amount of the positive difference between the actual and estimated Commitment Costs, plus an applicable Tax Gross Up. If actual Commitment Costs are less than estimated Commitment Costs, Company will refund to Customer the negative difference between the actual and estimated Commitment Costs, plus an applicable Tax Gross Up. Payment will be due within forty-five (45) days from the date Company confirms actual Commitment Costs to Customer.

c. Reconciliation of Revenue Credit and Net Revenue. Provided that Company's gas service to Customer's public safety facility and Customer's Initial Period begins during the first ten (10) years following the Permanent Service Date, Actual Net Revenue will be calculated at the end of the Initial Period as set forth in Article I, Section 1, Subsection l. If actual Net Revenue exceeds the estimated Revenue Credit of zero dollars ($0), Company will refund Customer the positive difference plus applicable Tax Gross Up. At no point shall the refund exceed the total Refundable Advance collected from Customer, as determined under subsections "a" and "b" above. Payment will be due forty-five (45) days from the end of the Initial Period.

d. Reimbursement Balance. The net Refundable Advance remaining, if any, after payment or refund of any amounts required in subsections "b" and "c" above shall be considered the total Reimbursement Balance collected from Customer.

e. Future Third Party Refunds. Other than any refunds made under subsections "b" and "c" above, any other refunds from Company to Customer shall only be as set forth in the Third Party Refund provisions found in Article III, Section 3 of this Agreement.

EXHIBIT D
PRELIMINARY PROJECT COST SUMMARY

The Services and Associated Estimated Preliminary Financial Commitments

Cost Breakdown		
Labor	$	993,500
Material	$	376,365
Administrative Costs	$	40,000
Staking, Shoring, Traffic Control, Permitting	$	20,000
Commitment Cost (Sub total)	**$**	**1,429,865**
Revenue Credit (CPM Roskamp)	$	13,434
Refundable Contribution (Sub total)	$	1,416,431
Tax Gross Up	$	290,549
Refundable Advance (Total)	**$**	**1,706,980**

EXHIBIT E
UTILITY EASEMENT OVERVIEW

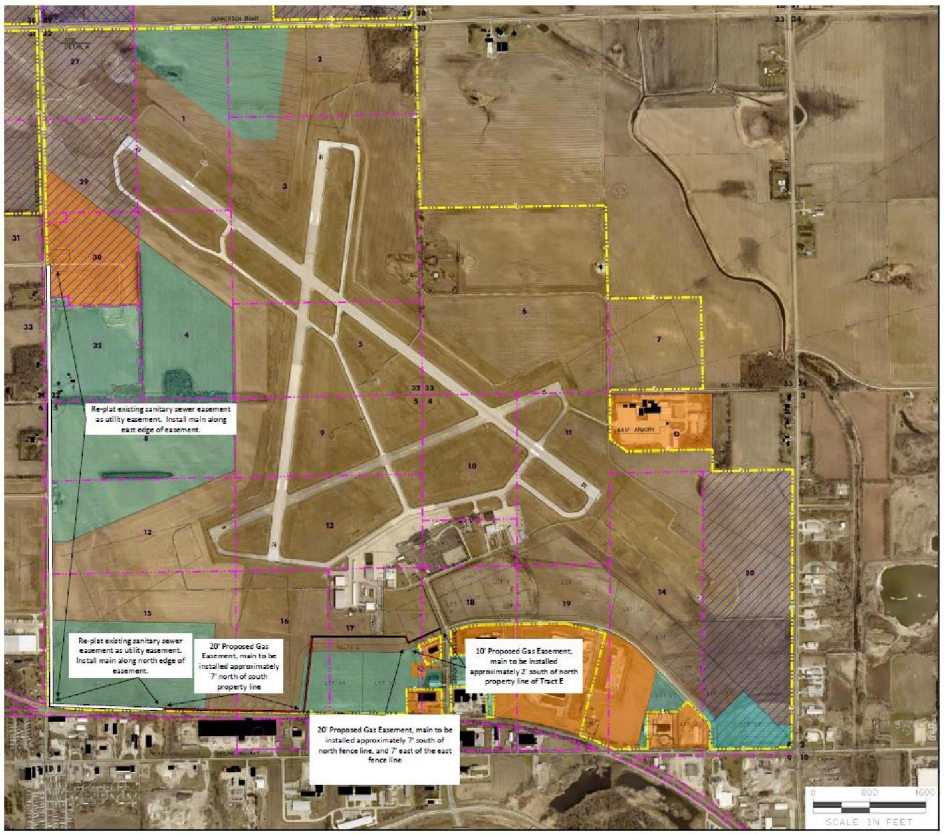


EXHIBIT F
GAS UTILITY EASEMENT

Index Legend	
Location Description:	Lot 14 & Tract "K", Midport America Park Plat No.2 SE 1/4 & SW 1/4, Section 5, T89N, R13W City of Waterloo, Iowa
Requestor:	Noel Anderson, City of Waterloo
Proprietor:	City of Waterloo, Iowa
Surveyor:	William W. Castle
Surveyor Company:	City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, IA 50703
Return To:	715 Mulberry St, Waterloo, IA 50703 291-4312

Plat of Natural Gas Easement

Lot 14 and Tract "K", Midport America Park Plat No. 2, and the Southeast Quarter and Southwest Quarter, Section 5, Township 89 North, Range 13 West of the 5th PM, City of Waterloo, Black Hawk County, Iowa

An easement for the installation and maintenance of natural gas facilities over, under, upon, and across that portion of Lot 14 and Tract "K" of Midport America Park Plat No.2, and the Southeast Quarter (SE 1/4) and Southwest Quarter (SW 1/4) of Section 5, Township 89 North, Range 13 West of the Fifth Principal Meridian (5th PM), in the City of Waterloo, Black Hawk County, State of Iowa, and being further described as follows:

Beginning at the southwesterly corner of Lot 1 of Midport America Park Plat No.1; thence North 23°05'01" West 117.00 feet along the westerly line of said Lot 1; thence South 89°37'35" West 1,318.45 feet to a line that is 684.00 feet southeasterly of and parallel with the centerline of Runway 18/36 and its extension southwesterly; thence South 07°02'20" West along said parallel line 144.52 feet to the northerly line of Tract "K", Midport America Park Plat No.2; thence continuing South 07°02'20" West along the said parallel line 112.16 feet to the northerly line of Lot 14, Midport America Park Plat No.2; thence continuing South 07°02'20" West along the said parallel line 830.67 feet to a line that is 20.00 feet normally distant to and parallel with the southerly line of said Lot 14; thence North 89°12'23" West along said parallel line 60.97 feet to the westerly line of said Lot 14; thence continuing North 89° 12'23" West along said parallel line 100.18 feet to the westerly line of said Tract "K"; thence continuing North 89° 12'23" West along a line that is 20 feet normally distant to and parallel with the north right-of-way line of the Chicago, Central, and Pacific Railroad 1,215.05 feet to the east line of Waterloo Regional Airport Release Parcel "D"; thence North 81°49'28" West 77.83 feet; thence North 89°12'23" West along a line that is 30 feet normally distant to and parallel with the said north railroad right-of-way line 433.53 feet; thence North 77°55'18" West 102.21 feet to the north end of the east line of a public utility easement; thence South 00°006'46" West along the said east line 50.00 feet to the aforesaid north line of the Chicago, Central, and Pacific Railroad; thence South 89°12'23" East along the said north right-of-way line 608.18 feet to the southeast corner of the aforesaid Waterloo Regional Airport Release Parcel "D"; thence continuing South 89°12'23" East along the said north railroad right-of-way line of the 1,215.12 feet to the southwest corner of the aforesaid Tract "K"; thence continuing South 89°12'23" East along the southern most line of said Tract "K" 100.56 feet to the southwest corner of the aforesaid Lot 14; thence continuing South 89°12'23" East along the south line of said Lot 14 81.02 to a line that is 704.00 feet southeasterly of and parallel with the centerline of Runway 18/36 and its extension southwesterly; thence North 07°02'20" East along said parallel line 860.65 feet to the northerly line of said Lot 14; thence continuing North 07°02'20" East along said parallel line 106.63 feet to the northerly line of said Tract "K"; thence continuing North 07°02'20" East along said parallel line 120.43 feet; thence North 89°37'35" East 1,287.57 feet to a line that is 20.00 feet normally to and parallel with the westerly of the aforesaid Lot 1, Midport America Park Plat No.1; thence South 23°05'01" East along said parallel line 103.67 feet to the northerly line of Tract "E", Midport America Park Plat No.1; thence North 66°58'49" East along said northerly line 20.00 feet to the point of beginning containing 96,650 square feet (2.22 acres).

PRELIMINARY

I hereby certify that this surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

William W. Castle, PLS — Date

License Number 19715

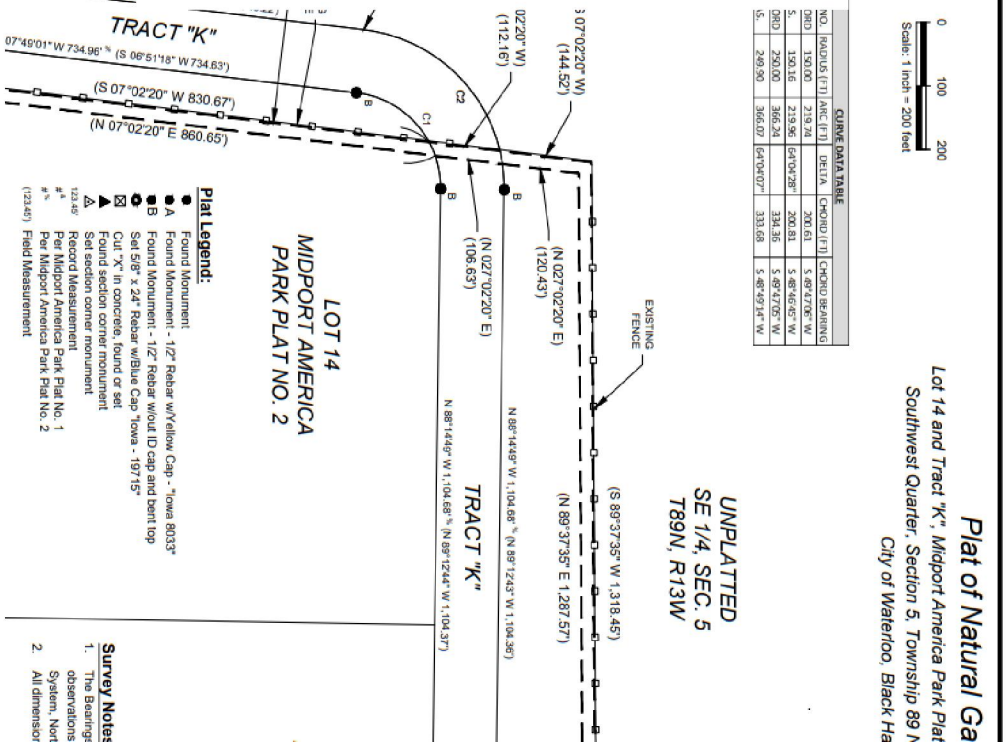
My License Renewal Date is December 31, 2023.

Pages or sheets covered by this seal : _____

Survey Notes:

1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. All dimensions are in US Survey feet and decimals thereof.

City of Waterloo Engineering Department 715 Mulberry Street, Waterloo, Iowa 50703 Phone: (319) 291-4312 Fax: (319) 291-4262	Drawn By: WWC Scale: Field Work Date: 9-8 & 9-9-2022 Date Drawn: 10-7-2022	Sheet No. 1 of 3



CURVE DATA TABLE						
NO.	RADIUS (FT)	ARC (FT)	DELTA	CHORD (FT)	CHORD BEARING
ORD	193.00	219.78		208.61	S 49°47'06" W
S.	150.16	219.96	64°04'28"	208.81	S 48°46'45" W
ORD	250.00	366.24		334.36	S 48°47'05" W
S.	249.90	366.07	64°04'07"	333.68	S 48°49'14" W

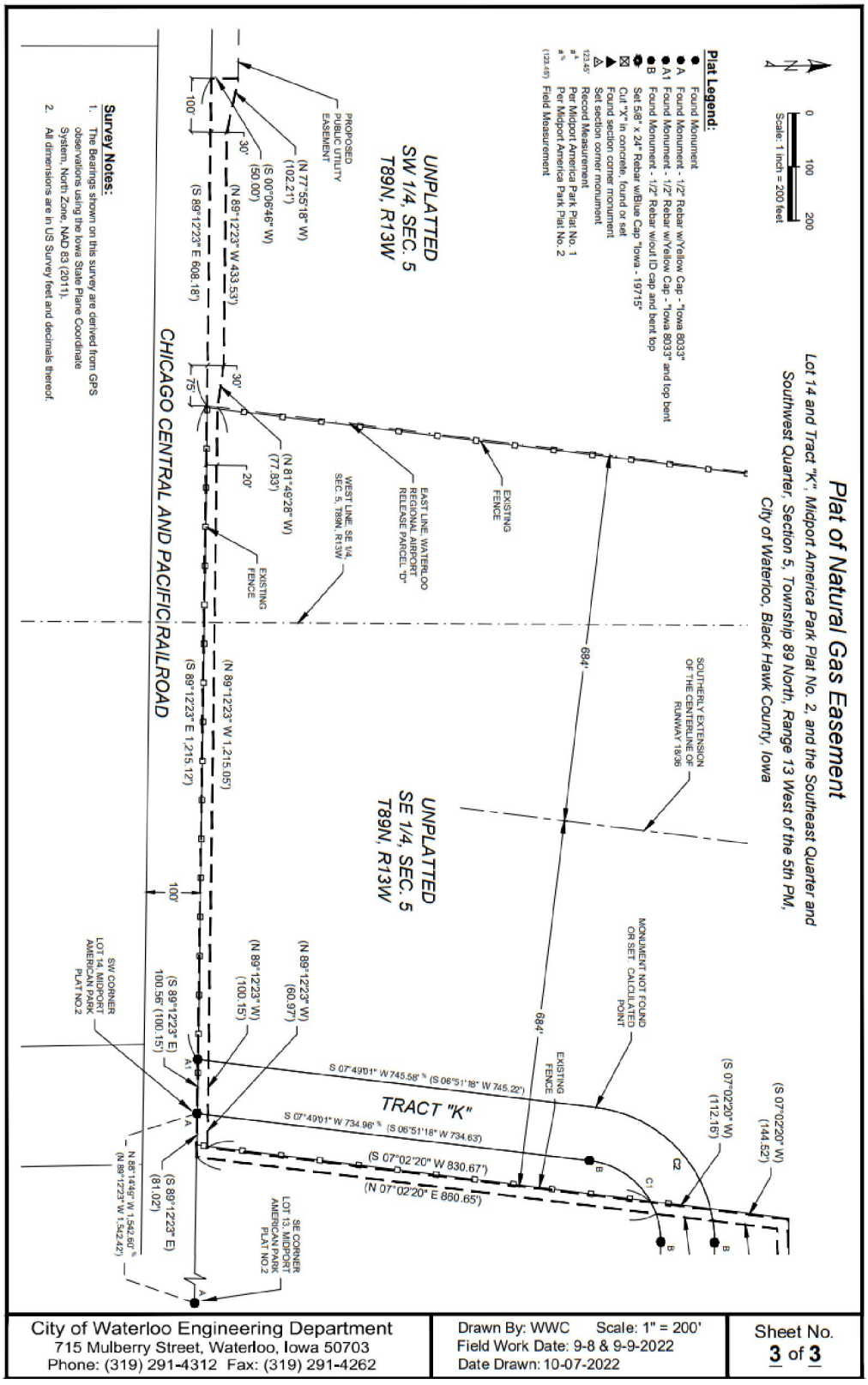
Plat Legend:

- ● A — Found Monument
- ■ B — Found Monument - 1/2" Rebar w/Yellow Cap - "Iowa 8033"
- ■ B — Found Monument - 1/2" Rebar w/out ID cap and bent top
- ● B — Set 5/8" x 24" Rebar w/Blue Cap "Iowa - 19715"
- ⊠ — Cut "X" in concrete, found or set
- ▶ — Found section corner monument
- △ — Set section corner monument
- (123.45') — Record Measurement
- #.# — Per Midport America Park Plat No. 1
- #.# — Per Midport America Park Plat No. 2
- (123.45) — Field Measurement

Survey Notes:

1. The Bearings shown on this survey are derived from GPS observations using the Iowa State Plane Coordinate System, North Zone, NAD 83 (2011).
2. All dimensions are in US Survey feet and decimals thereof.

EXHIBIT E
GAS UTILITY EASEMENT



PROPRIETARY AND CONFIDENTIAL

CITY OF WATERLOO

Council Communication

Resolution approving an Early Access Agreement with Camenzind Masonry, LLC, to allow development activities, including the construction of a foundation, on lot 4 of the Waterloo Air and Rail Park 3rd Addition, and authorizing the Mayor and City Clerk to execute said document.

City Council Meeting: 11/7/2022
Prepared: 10/31/2022

ATTACHMENTS:

Description	Type
Camenzind Early Access Agreement	Backup Material
Site Plan	Backup Material

SUBJECT:	Resolution approving an Early Access Agreement with Camenzind Masonry, LLC, to allow development activities, including the construction of a foundation, on lot 4 of the Waterloo Air and Rail Park 3rd Addition, and authorizing the Mayor and City Clerk to execute said document.
Submitted by:	Submitted By: Noel Anderson, Community Planning and Development Director
Recommended Action:	Approval
Summary Statement:	The City has been working with Mike Camenzind for a location for his masonry business. The City entered into a development agreement with Camenzind Masonry for the lot located at the Northeast corner of Leversee Road and Warp Drive in August of 2022.The early access agreement would allow for foundation to be constructed on the lot as title work for the lot is completed and before the ground freezes. This will allow for construction on the building to take place over the winter months.
Neighborhood Impact:	The request to begin construction on the foundation for Camenzind Masonry before the ground freezes.
Data/Analysis and Strategies:	Strategies 1.3, 1.4, 1.7, 3.1, and 3.8 --- create new tax base, new investment in TIF areas
Expenditure Required/Source of Funds:	None
Alternative:	Not approve
Legal Descriptions:	Lot 4, Waterloo Air and Rail Park, 3rd Addition, Waterloo, Iowa.

EARLY ACCESS AGREEMENT

This Early Access Agreement (the "Agreement") is entered into as of November _____, 2022, by and between the City of Waterloo, Iowa ("City") and Camenzind Masonry, LLC (the "Company").

WHEREAS, City and Company are parties to a development agreement concerning a project to be undertaken by Company on certain real property described as the South 365 feet of the West 240 feet of Tract "B" of Waterloo Air and Rail Park, 1st Addition, now platted as Lot 4, Waterloo Air and Rail Park, 3rd Addition (the "Property"), located in the East Waterloo Unified Urban Renewal and Redevelopment Plan Area; and

WHEREAS, the parties desire that Company have access to the Property to begin certain activities before the Property is conveyed to Company.

NOW, THEREFORE, in consideration of the future transactions contemplated by the parties as described above, and in consideration of the mutual promises exchanged herein, the parties agree as follows:

1. City hereby grants to Company the right to enter upon the Property to begin development activities, including but not limited to survey work, earth moving and construction of building footings and foundation. The term of this Agreement shall be from the date hereof until the date that City delivers a deed to Company for the Property pursuant to a development agreement. Company's right to conduct its activities upon the Property is expressly made subject to prior receipt of applicable zoning, building, and other regulatory approvals.

2. Company shall, at its own expense, procure and maintain comprehensive public liability insurance in the amount of not less than $1,000,000 per occurrence. Such insurance shall cover liability arising from the acts or omissions of Company, its employees, contractors and agents, and shall protect the City, its officers, officials, employees, and agents, against any and all claims, damages, costs or expenses (including but not limited to reasonable attorneys' fees and expenses) arising from or in connection with injury or death to any person or persons, or loss of or damage to property, by reason of any casualty, accident or other occurrence on or about the Property during the term of this Agreement. Certificates or copies of said policies, naming the City as an additional insured, shall be delivered to City before Company, its employees, contractors, or agents, enter upon the Property for any purpose.

3. Company agrees to be responsible for any liability which may arise out of the acts or omissions of Company, its employees, agents and contractors, on or about the Property, and in said connection Company agrees to indemnify and hold harmless City, its officials, officers, employees and agents, from and against any and all claims, demands, actions, causes of action, damages, costs, fines, penalties, and liabilities of any type or nature whatsoever, including but not limited to reasonable attorneys' fees, arising out of said acts or omissions, whether sounding in law or equity, in tort or contract, by statute, or otherwise. The duties of Company under this paragraph shall survive the expiration or termination of this Agreement.

4. If for any reason the contemplated sale and purchase of the Property between the parties is canceled or otherwise does not occur, then at its sole expense Company shall promptly remove from the Property all of its personal property and materials or debris that it has deposited on the Property during the term hereof and restore, as nearly as possible, the condition of the Property to that which existed upon Company's initial entry upon the Property hereunder, except as otherwise permitted by express written consent of City.

5. Notwithstanding this Agreement, the parties agree to work cooperatively in good faith to finalize the terms of a development agreement in respect of the Property as expeditiously as possible.

6. The rights and duties of Company under this Agreement may not be assigned without the prior written consent of City. This Agreement is the entire agreement of the parties concerning the subject matter hereof. It may not be modified or amended without the prior written consent of the parties. This Agreement is binding on the parties and the respective successors and assigns of each. This Agreement may be executed in multiple counterparts, each of which, including signed counterparts transmitted by facsimile or other electronic means, shall be deemed an original and all of which together shall constitute one instrument.

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

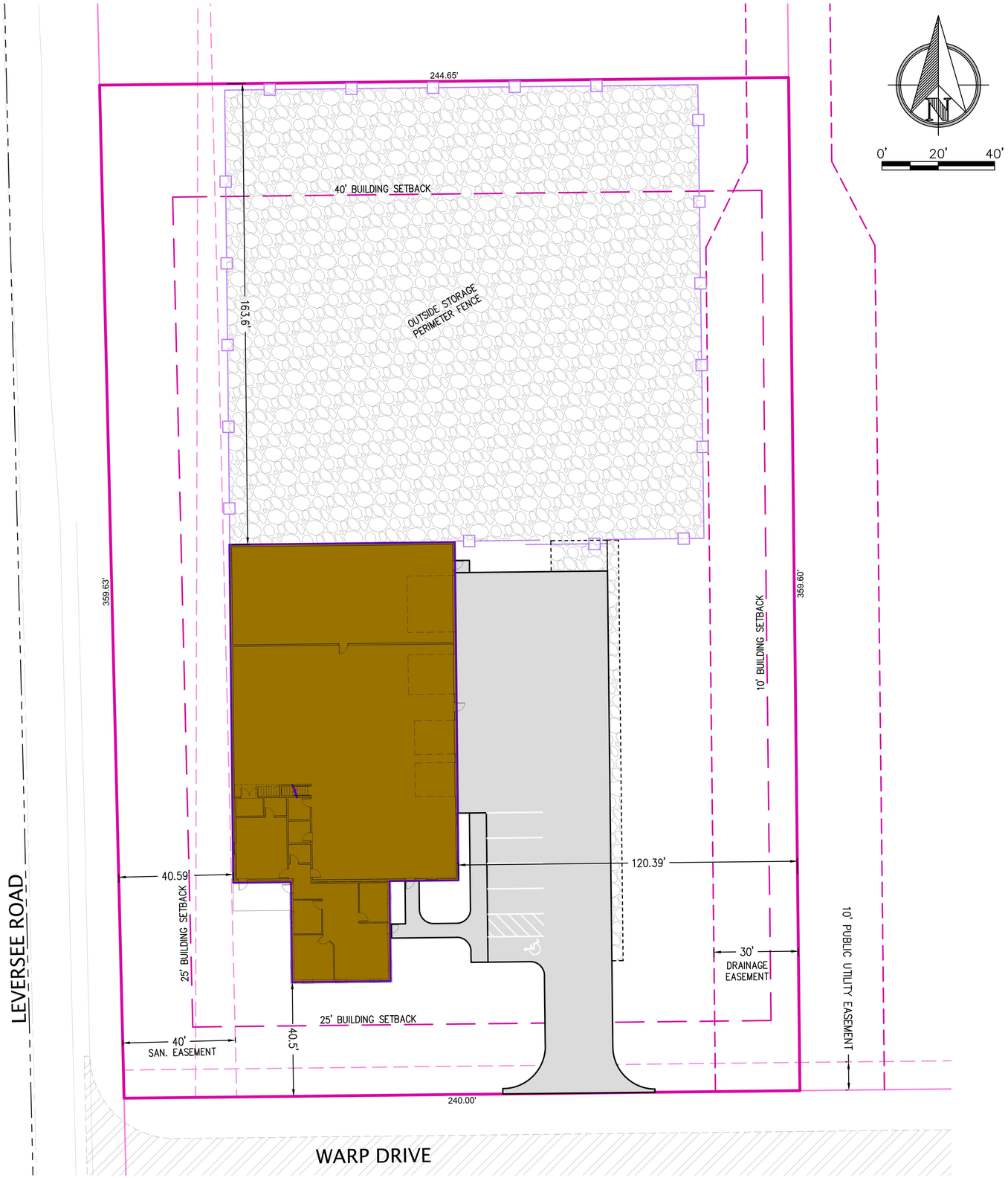
CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CAMENZIND MASONRY, LLC

By: _____
Michael Camenzind
Managing Member



SITE DEVELOPMENT PLAN
CAMENZIND MASONRY

SITE ADDRESS
LOT 5 OF THE PROPOSED WATERLOO AIR & RAIL PARK 3RD ADDN.
SUBJECT TO RECORDING

(THE SOUTH 365 FEET OF THE WEST NOMINAL 240 FEET OF TRACT "B" OF WATERLOO AIR AND RAIL PARK 1ST ADDITION
CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA.)

PARCEL ID:
TBD

ZONING
M-2, P MANUFACTURING, PLANNED.

LOT SIZE
± 87,140 SF // 2.00 ACRES

SETBACK REQUIREMENTS
FRONT: 25'
REAR: 40'
SIDE: 10'
(ALL SETBACKS SUBJECT TO VARIANCES, AS APPROVED, WITH THE PLANNED OVERLAY DISTRICT)

FLOOD PLAIN
ZONE X, AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE OF FLOOD
FIRM PANEL 19013C0166F, EFF. 7/18/2011

STORM WATER MANAGEMENT
REGIONAL

NOTE:
ALL DIMENSIONS NOTED HERIN ARE SUBJECT TO FINAL DESIGN AND APPROVAL BY THE CITY OF WATERLOO ZONING, ENGINEERING, AND BUILDING DEPARTMENTS.

LEVI ARCHITECTURE

DRAFTING BY CIVIL CONCEPTS & DEVELOPMENT, LLC

SITE DEVELOPMENT PLAN

LEVERSEE ROAD & WARP DRIVE
WATERLOO, IOWA

1 of 1

8/3/2022

CITY OF WATERLOO

Council Communication

Resolution approving the Employee Policies and Procedures Handbook for city employees.

City Council Meeting: 11/7/2022
Prepared: 11/1/2022

ATTACHMENTS:

	Description	Type
	Employee Handbook	Backup Material

SUBJECT:	Resolution approving the Employee Policies and Procedures Handbook for city employees.
Submitted by:	Submitted By: Lance Dunn, Human Resources Director



Employee Handbook

11/7/2022

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Section 1: Introduction

1:1 Welcome

Welcome to the City of Waterloo! We value each one of our employees, and we hope that you find your work here rewarding and satisfying.

We believe that our employees are an integral part of our business. Without trained employees to serve our citizens, we wouldn't be the professional organization we are today. Our citizens rely on you to give them prompt, professional service, and we value the contributions you make to our City and our citizens.

This Employee Handbook (Handbook) summarizes our City's history, purpose, and goals. In addition, it introduces you to our expectations of you and our team at the City of Waterloo. Please read it carefully so that you can better understand who we are and what we do.

Whether you have just joined our staff or have been at the City of Waterloo for a while, we are confident that you will find our City a dynamic and rewarding place to work, and we look forward to a productive and successful partnership. Thank you for being a part of the City of Waterloo, and welcome to our team!

1:2 City Overview

Waterloo, Iowa is the model mid-sized American City!

Located in the Upper Midwest, Waterloo is the major metro of the Cedar Valley Region of Northeast Iowa. As the Black Hawk County Seat, Waterloo is the hub for government, manufacturing, healthcare, education, employment, and retail for the region with a labor force draw of over 300,000.

Diversity is Waterloo's key strength. The population of over 67,314 is made up of 17% African Americans with growing Latino, Congolese, and Burmese populations among others. There are 45 different languages spoken in the Waterloo schools. Waterloo is addressing the issues of immigration, diversity and inclusion, and talent in proactive and intentional ways. The Waterloo Community Schools are preparing students for college, career, and citizenship through the Leader in Me, International Baccalaureate, and Career Academies. Waterloo is home Hawkeye Community College, Allen College, and Upper Iowa University.

Waterloo is also home to TechWorks Campus, a 30-acre advanced manufacturing, research & development, innovation, education, commercial and manufacturing center including the University of Northern Iowa Metal Casting Additive Manufacturing Center and Design Lab, Hawkeye Community College Design Lab and North America's largest 3D printer.

Waterloo has a rich history of entrepreneurialism and strong start-up ecosystem. Major brands located in Waterloo include John Deere, Tyson Foods, ConAgra Grocer Products, Ryder Integrated Logistics, Bertch Cabinets, VGM, and Omega – MasterBrand Cabinets.

There are three major health systems: Wheaton Franciscan Healthcare Iowa, UnityPoint Allen Heath System, and Cedar Valley Medical Specialists. Waterloo is improving the health and well-being of its citizens as a Blue Zones community and through the Healthy H2Loo initiative.

Plan a visit to and enjoy one of the unique festivals:
- My Waterloo Days,
- National Cattle Congress,
- Iowa's Irish Fest
- Cedar Valley Pride Fest

Spend the day at one of the country's best water parks, Lost Island. Or visit the extensive Museum District which includes:
- The 5 Sullivan Iowa Veterans Museum,
- Grout Museum of History & Science,
- Bluedorn Science Imaginarium,
- Dan Gable Wrestling Museum,
- John Deere Tractor and Engine Museum,
- Waterloo Center for the Arts,
- Phelps Youth Pavilion, and more all within walking distance of each other!

1:3 City of Waterloo Goals

1. Support the creation of new, livable wage jobs through a balanced economic development approach of assisting existing businesses, fostering start-ups, attracting new employers and cultivating an adequate workforce.
2. Implement a Community Policing strategy that creates a safe environment in Waterloo.
3. Reduce the City's property tax levies through a responsible balance of cost reduction in City operations and increases in taxable property valuations to ensure that Waterloo is a competitive, affordable, and livable city.
4. Enhance the image of Waterloo and the City to residents and businesses inside and outside of the community.

1:4 Purpose of this Handbook

The remainder of this Handbook will familiarize you with the privileges, benefits, and responsibilities of being an employee at the City of Waterloo. It is essential that all employees familiarize themselves with the contents of this Handbook. Employees are expected to read this Handbook in its entirety and should feel free to discuss its contents with the Human Resources ("HR") Director at any time. Individual situations that conflict with policies and procedures should also be discussed with the HR Director.

Please understand that this Handbook can only highlight and summarize our policies and procedures. It is not intended to be comprehensive or to address all the possible

applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning the applicability of a policy or procedure to you, you should address your specific questions to the HR Director.

In this City, as in the rest of the world, we are constantly evolving. The policies and procedures contained in this Handbook can change at any time, for any reason, with or without warning, and the Mayor with City Council approval retains the right to revise, rescind, suspend, interpret, supplement, or delete any policy or provision of this Handbook at any time, without having to give cause or justification. We will inform you of any changes as they occur.

The employment policies and/or benefits summaries in this handbook are written for all employees, except as described in "Library Board Non-Bargaining Employees" below. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, please contact the HR Director and/or your union representative.

If any provisions of this Handbook are not consistent with applicable federal law, state law, regulation, or third-party benefit plan, we will follow the law, regulation or third-party benefit plan.

This Handbook supersedes all previously written employee handbooks and applicable policies and procedures, and the revision or elimination of any portion of this Handbook shall not compromise the validity of the remainder of the document.

Library Board Non-Bargaining Employees
It is recognized that the Library Board has been granted special statutory powers. HR shall review with the Library Board and its Director the benefits, policies, and procedures outlined in this document. It will be the responsibility of the Library Board to ensure that any benefits, policies, or procedures not contained herein that are adopted by the Library Board are in compliance with federal, state, and local laws. Any policy change or addition by the Library Board shall be forwarded in writing to the HR Director.

1:5 At-Will Employment

We are happy to welcome you to the City of Waterloo, and we sincerely hope that your employment here will be a positive and rewarding experience. However, for certain non-bargaining employees, we cannot make any guarantees about your continued employment at the City. Your employment here is at will. This means that you are free to quit at any time, for any reason, just as we are free to terminate your employment at any time, for any reason, with or without notice, with or without cause.

No employee or City representative, other than the Mayor or the HR Director, has the authority to change the at-will employment relationship or to contract with any employee for different terms of employment. Furthermore, the Mayor or the HR Director may change the at-will-employment relationship, but only in a written contract signed by the Mayor (or the Mayor's appointed designee specifically authorized for this purpose), or the HR Director, and the employee.

Any Supervisor's or Department Head's verbal commitments that conflict with or are not expressly contained in the contents of this Handbook are not a part of the terms and conditions of your employment with the City of Waterloo. Nothing in this Handbook constitutes a contract, evidence of a contract, or a promise of continued employment.

Please indicate your understanding by reviewing and signing the "Employee Handbook Acknowledgement and Receipt" included at the end of this Handbook.

Section 2: New Employee Information

2:1 Open-Door Philosophy

We want to maintain a positive, pleasant and successful environment for all of our employees. To help us meet this goal, the City of Waterloo has an open-door communication policy. We are always ready to speak with you about any of your concerns.

If something about your job is bothering you, or if you have a question, concern, or idea related to your work, please discuss it first with your immediate Supervisor as soon as possible. Supervisors are available to listen to concerns, encourage input, and seek resolution to problems or issues. If for any reason, you are not able to or do not wish to discuss the situation with your frontline Supervisor, you may bring your concerns next to the attention to the Department Head, then the HR Director, then the Mayor.

If you would like to file complaint, please utilize the process listed in Section 2:2 “Complaint Procedure” below.

In addition, meetings will be held periodically to discuss new procedures or problems. Employees are encouraged to contribute to discussions. Suggestions and feedback about our procedures, policies, and systems are always welcome.

2:2 Complaint Procedure

All covered full-time or part-time regular non-Civil Service employees below the Department Head level may use the complaint procedure set forth below. A Department Head who chooses to file a complaint or to appeal an action shall initiate the process at Step 3. All non-Civil Service employees shall have the right, in the case of removal from office, to appeal from Step 4 to the City Council in accordance with Chapter 372.15 of the Code of Iowa. See “Civil Service Employee Complaints” below for more information on the Civil Service complaint process.

Step 1: The complaint shall be presented in writing to the employee's immediate Supervisor within five (5) working days of the occurrence or the employee's knowledge of the occurrence. The Supervisor shall, within five (5) working days of receipt of the complaint, meet and discuss the complaint with the employee and then reply in writing within three (3) working days of the meeting.

Step 2: If the Supervisor's decision is not satisfactory to the employee, the employee may, within five (5) working days, present the complaint in writing to the Department Head. Within five (5) working days of receipt of the complaint, the Department Head shall meet with the employee to discuss the complaint. Following the meeting, the Department Head shall provide a written response to the employee within five (5) working days.

Step 3: If the employee is dissatisfied with the Department Head’s decision, the employee may, within five (5) working days of receipt of the decision, appeal the complaint to the HR Director. The HR Director shall arrange, upon receipt of the complaint, to meet with

the parties within ten (10) working days. The employee originating the complaint shall be in attendance at the hearing and afforded the opportunity to be heard and present evidence. The Department Head in whose department the complaint originated shall also be in attendance and afforded the opportunity to be heard and present evidence on the department's behalf. The HR Director shall reply in writing to the employee and the Department Head within five working days.

Step 4: If dissatisfied with the decision of the HR Director, either party shall have the right to appeal to the Mayor within five (5) working days of the HR Director's decision. The Mayor shall handle the review by requesting that testimony or evidence be submitted. Upon receipt of all requested testimony or evidence, the Mayor shall respond in writing within ten (10) working days to the employee originating the complaint and the employee's Department Head concerning the final disposition of the complaint.

In the presentation of a complaint at any level, employees shall be free of restraint, interference, discrimination or reprisal. Any employee who retaliates against another employee for exercising their right under the complaint procedure is subject to disciplinary action, up to and including termination of employment.

Civil Service Employee Complaints
A full-time or part-time regular Civil Service employee shall have the option of processing a complaint or appealing an action affecting them to the Civil Service Commission in accordance with the guidelines and time limitations outlined in Code of Iowa Chapter 400 and the City of Waterloo's Civil Service Rules and Regulations, or through the complaint procedure outlined above. However, the employee must make an initial election of which process to use, and such choice shall be their sole remedy.

Below details the rights of civil service employees in filing an appeal:

> *Employees covered under Civil Service shall have the right to appear before the Civil Service Commission to question and/or appeal any action taken by the Civil Service Commission relative to the employee's Civil Service rights, except where that right of appeal is denied by the Code of Iowa.*

For all details and procedures on the civil service appeal process, please see the City of Waterloo's Civil Service Rules and Regulations, Chapter X "Appeals and Hearings."

2:3 Whistleblower Procedure

If any employee has a complaint against state agencies, officials of state, or local governments in Iowa, they may contact the Office of Ombudsman. For more information on what the Office of Ombudsman can and cannot do, please contact HR to see the "State of Iowa – Office of Ombudsman" pamphlet.

In compliance with the Office of Ombudsman's guidelines, we ask employees to first consider taking the following steps:

- A difference of opinion or misunderstanding is often resolved by simply taking the time to talk and listen. If you have a problem with a state or local government agency, *first take the matter up with the agency involved* before calling the Office of Ombudsman.

Many times, an agency official will be eager to explain a specific policy or will correct the problem to your satisfaction.

- Here are some good common-sense basic steps to take when trying to resolve most any problems with a government agency or a City in the private sector.
  - **Be prepared.** Know what questions you are going to ask (it helps to write them down). Be sure to have any relevant information you need available before you contact the agency.
  - **Be pleasant.** Treat public employees as you like to be treated. Getting angry or rude will not resolve your problem and may only confuse the real issues.
  - **Keep records.** Take notes, ask for the names and titles of employees you speak with, and save all of your correspondence.
  - **Ask questions.** Ask why the agency acted as it did. Ask employees to identify the rules, policies, or laws that governed their actions. Ask for copies.
  - **Talk to the right people.** Do not get angry with the first employee you meet; usually they cannot make or change policy. If you cannot resolve the matter, ask to talk with a Supervisor. Keep asking questions until you understand what happened and why.
  - **Read what is sent to you *(including the fine print)*!** Carefully read all information sent to you. Many agency decisions may be appealed, but there are deadlines. *Be sure to follow appeal rules and deadlines.* It is a good idea to mail your appeal certified, return receipt.

If you follow these suggestions and still cannot resolve your problem, or if you choose not to utilize these options, you may contact the Office of Ombudsman toll-free at 1-888-IA-OMBUD (1-888-426-6283). For more information, please contact HR.

2:4 Recruitment, Selection, and Appointment

Civil Service Positions

When a vacancy occurs in a position covered by Civil Service, HR shall be notified. The Personnel Requisition Committee will review all vacant positions. Upon approval of the Personnel Requisition Committee, the vacancy shall be processed in accordance with Chapter 400 of the Code of Iowa and the City of Waterloo Civil Service Rules and Regulations.

Vested Civil Service Seniority

An employee currently occupying a classification excluded from Civil Service coverage shall retain vested seniority in a prior Civil Service position held based on their months of service within the Civil Service classification. Seniority shall be vested only in classifications in which an employee previously served.

Non-Civil Service Positions

When a vacancy occurs in a position excluded from Civil Service coverage, HR shall be notified. The Personnel Requisition Committee of the City Council shall review all vacant positions. In conjunction with the appointing authority and HR, and in accordance with accepted personnel practices, vacancies occurring in non-Civil Service positions may be filled by original appointment, promotional appointment, transfer or demotion as established by the Mayor and the Personnel Requisition Committee. The appointing

authority, except for the Police Chief and Fire Chief, shall place their recommendation for appointment on the Council Agenda for City Council approval.

Library Positions
HR shall be notified of all vacant positions occurring in the Waterloo Public Library. It shall be the responsibility of the Library Board to ensure that final recruitment and selection procedures are in compliance with federal, state, and local laws. Final appointment shall be made by formal approval of the Library Board and written notification of such action shall be forwarded to HR.

2:5 Onboarding

During the first few weeks of employment at the City of Waterloo, employees will meet with key people to fill out the necessary paperwork and to become acquainted with our organization. At this time, HR will answer any questions new employees may have and discuss things such as City operations, guidelines, benefits, training, facilities, and compensation policies. Instruction in the use of any equipment may also be done during this time.

Employment Eligibility Verification
Federal and state laws prohibit knowingly employing aliens not legally authorized to work in the United States, and legal non-immigrants whose status does not permit domestic employment. New employees must complete Form I-9 on the first day of employment and produce acceptable documentation proving employee identity and authorization to work within three (3) days of hire. Failure to produce the required identification within the time period allowed by law will result in termination of employment.

2:6 Probationary Period

At the City of Waterloo, we consider the first six (6) months of your employment to be a probationary period. For certain bargaining employees, the probationary period may last for a different period of time. Please review your collective bargaining agreement or direct questions to your union representative for more information.

During this probationary period, you are given an opportunity to discover whether you enjoy working at the City of Waterloo and if you wish to continue in your position. It also enables the City of Waterloo to evaluate your interest in your job, your interest in the City, and your ability to carry out the job responsibilities and requirements.

During the probationary period of certain non-bargaining employees, any conduct that would fall under our disciplinary process and procedures will be considered on a case-by-case basis and may result in immediate termination of employment, regardless of the severity of the behavior or action.

The probationary period does not in any way change the at-will employment relationship between the City of Waterloo and certain non-bargaining employees. Employment is at will both during and after the probationary period; therefore, employment may still be terminated by either party, at any time, for any reason, regardless of completion of the probationary period.

2:7 Employee Privacy and Personal Belongings

Employees do not have a right to privacy in their workspaces or in any other workspaces belonging to the City of Waterloo. City workspaces include, but is not limited to, desks, filing cabinets, and storage areas. We reserve the right to search City workspaces at any time, with or without warning, to ensure compliance with our policies. This may include policies that cover employee safety, workplace violence, harassment, theft, drug and alcohol use, and possession of prohibited items. The City of Waterloo will generally attempt to obtain employee consent prior to conducting a search or inspection but may not always be able to do so.

Any personal items brought to work or stored on work premises are the individual employee's responsibility, not the City's. The City of Waterloo assumes no responsibility for the recovery or replacement of damaged, lost, or stolen personal property, including items kept in personal vehicles on our property. All personal items should be safeguarded and locked up when possible. Any incidents of theft should be immediately reported to a member of management.

2:8 Professional Appearance and Attire

The City of Waterloo strives to project an image of professionalism, and employees are expected to present an appropriate image to our citizens and the public at all times. Each employee's attire, grooming, and personal hygiene should be appropriate to each individual work situation. An employee's appearance is unacceptable if it hinders or is detrimental to City's public image, the City's performance, the job performance, and/or safety of the employee, or a fellow employee's job performance or safety.

If you have questions about the proper attire for your position, please contact your Department Head or Supervisor or the HR Director for further details.

Office Employees

The City of Waterloo generally has a business casual dress code within the office. Employees who are hosting or attending meetings with citizens, vendors, independent contractors or employees from another City should wear appropriate clothing, which may require following that City's dress code.

Non-Office Employees

Employees who do not work in an office environment should wear professional attire based upon their position, including any required or recommended personal protective equipment (PPE). Employees who are hosting or attending meetings with citizens, vendors, independent contractors or employees from another City should wear appropriate clothing, which may require following that City's dress code. If you are interested in wearing shorts, please talk to your Department Head or HR.

General Guidelines for All Employees

In addition to proper attire, employees are expected to present a professional appearance based upon their position while at work. Specific expectations include:

- Clothes should not be torn or tattered.

- Clothing should be worn and fit in such a manner that it does not expose the abdomen, chest, or buttocks areas.
- Clothing should be free of sexual references, foul language, and suggestions or promotions regarding the use of drugs or any other illegal activity. On-duty employees shall not wear clothing that critique or negatively reference the City of Waterloo or its representatives in any way.
- Facial hair should be neatly groomed and maintained.
- Citizen interaction and employee relations must be considered regarding any visible tattoos and body-piercing jewelry. Management reserves the right to evaluate tattoos and body-piercing jewelry and advise employees on a case-by-case basis.

The City of Waterloo reserves the right to assess any employee's attire, visible tattoos, piercings, and personal grooming and deem them appropriate or inappropriate. Employees who do not meet the standards of the policy may be required to take corrective action, including potentially leaving the premises until they have corrected the situation. Non-exempt employees will not be paid for the time they are gone for this purpose. Any employee who violates these standards may be subject to disciplinary action, up to and including termination of employment.

2:9 Background and Reference Checks

To ensure that individuals who join the City of Waterloo are well qualified and to ensure that the City of Waterloo maintains a safe and productive work environment, it is our policy to conduct background checks on all job applicants. The results of these checks may impact your eligibility to work for the City of Waterloo. The City of Waterloo also reserves the right to conduct these checks on current employees to determine eligibility for reassignment, transfer, or promotion in the same manner as described in this section.

The type of information that may be collected includes, but is not limited to, criminal background, employment history, education, professional references, personal references, and any other information disclosed on an employment application or resume. Additional checks such as a driving record or credit reports may be made on applicants and current employees for particular job categories, if appropriate and job related.

The City of Waterloo will conduct background checks in compliance with federal, state and local statutes, including the Fair Credit Reporting Act (FCRA), and may use a third-party to conduct the background check.

No employee, other than HR, will be allowed to give professional reference checks or employment verification information on any current or former employee to outside sources.

2:10 Job Descriptions

HR will maintain a current job classification list denoting the following:

1. Fair Labor Standards Act (FLSA) status of the various jobs covered herein with a designation of each as being either an exempt or non-exempt position.

2. Civil Service status of the various job classifications covered herein with a designation of each as being either included or excluded under the Civil Service System. Civil Service generally excludes Department Heads, Assistant Department Heads, Administrative Secretaries, and employees of the Waterloo Public Library from coverage.
3. The current salary or wage rate for the individual currently filling each position.

The HR Director shall review this document at least annually and submit any proposed revisions to Department Heads for review.

Job descriptions prepared by the City of Waterloo serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the City of Waterloo may have to revise, add to, or delete from your job duties per business needs, and changes to your job description may impact how you are paid. The City of Waterloo will inform you of changes as they occur.

Certain job classifications covered in this Handbook are governed by the Iowa Civil Service Law. Please see "Civil Service Rules" for more information.

2:11 Employment Testing

The City of Waterloo may implement various employment tests. If such tests are implemented, they will be in compliance with the laws affecting them.

2:12 Performance Review Process

The City of Waterloo conducts reviews of employee performance with the purpose of providing you the opportunity to openly discuss how you can utilize your talents to the fullest and help both parties succeed. Discussions related to poor job performance will not be withheld until performance reviews; poor job performance will be addressed, when it occurs, through our disciplinary action process.

Performance reviews are also intended to serve the following purposes:

- Provide documentation of employees' performance and progress measured against pre-set goals and objectives.
- Aid in developing goals and timelines for the upcoming review period and discussing employees' career paths.
- Assist and motivate employees to perform at high levels.
- Identify training needs.
- Provide an opportunity for each employee to give feedback on their review.

Performance is generally reviewed annually by your Supervisor and the HR Director as deemed appropriate. The performance review will be discussed, and both the employee and their Department Head or Supervisor will sign the form to ensure that all strengths, areas for improvement, and goals for the next review period have been clearly communicated. Performance review forms will be retained in each employee's personnel file. Poor job performance or unwillingness to actively participate in the review process can lead to disciplinary action, up to and including termination of employment.

Performance Improvement Plan (PIP)
At the discretion of management, the City of Waterloo may choose to place any employee struggling with poor performance on a Performance Improvement Plan (PIP). While on a PIP, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by their Supervisor and the City of Waterloo. PIP status will last for a predetermined amount of time.

The establishment of a PIP does not in any way change the employment-at-will relationship between the City of Waterloo and certain non-bargaining employees. Employment is at will both during and after the PIP status; therefore, employment may still be terminated by either party, at any time, for any reason, regardless of PIP status. At the end of the PIP period, the PIP may be closed or, if established goals are not met, termination of employment may occur.

2:13 Personnel Files and Access

The City of Waterloo maintains a personnel file for each employee of the City. They include information such as the employee's job application, resume, performance appraisals, salary increases, records of training, disciplinary actions, and other employment records. The purpose of this file is to allow the City of Waterloo to make decisions and take actions that are personally important to you, such as notifying your family in case of an emergency and calculating income tax deductions and withholdings.

All information contained in an employee's personnel file is available for inspection by the employee and can be reviewed by making an appointment with the HR Director. If an employee disputes any information in the file, they may submit a written statement of explanation to be included with the file.

We understand the particularly sensitive nature of an employee's medical records; therefore, any records containing medical information will be kept in a separate, confidential, medical file. Only HR will have access to this file.

Information Changes
Because we use the information in your personnel and medical files to take actions on your behalf, it is important that the information within them is accurate. Your cooperation will enable us to keep your information updated. All employees are responsible for notifying HR of any changes which affect their employment or benefit status, including changes in the following, within 30 days of the change:

- Name
- Mailing or email address
- Phone number
- Income tax withholding designations
- Marital status
- Dependents
- Insurance beneficiaries
- Military status
- The financial institution you have selected for direct deposit

- Name and phone number of the individual(s) whom we should notify in case of an accident, illness, or emergency
- Driver's license and/or automobile insurance status, if you drive for City business

2:14 Ending Employment

Resignation

Employees desiring to resign in good standing from City service shall provide written notice to their Department Head and/or the Mayor, with a copy to the HR Director, at least two (2) weeks in advance of the effective date of the resignation. Resignation notices shall include the date the resignation is submitted, the effective date of the resignation, and the reason for resigning.

With the exception of Police and Fire personnel covered by Code of Iowa Chapter 411, employees who voluntarily separate from City service prior to obtaining the age and appropriate years of service necessary for retirement as provided in Code of Iowa Chapter 97B shall be deemed to have resigned. Police and Fire personnel who are covered by Code of Iowa Chapter 411 and who voluntarily separate from City service prior to obtaining the age and years of service necessary for retirement as defined in Chapter 411 shall be deemed to have resigned.

An employee who terminates employment for reasons other than retirement may not use accrued benefit time (other than frozen sick leave in accordance with Section XI) to extend their termination date. The last day that the employee actually works shall be considered the employee's termination date for purposes of determining accrued and payable benefits for payout purposes. The employee's City-subsidized health insurance coverage shall continue through the last day of the month in which employment terminates. The employee shall have the option of continuing health insurance coverage in accordance with federal COBRA regulations.

Retirement

Police and Fire employees who are covered by Code of Iowa Chapter 411 shall be retired in accordance with the applicable Code provisions. Non-public safety employees shall receive retirement benefits as established by Chapter 97B of the Code of Iowa. Please see Section 7:11 "Health Insurance for Retired & Disabled Employees" for information on benefits for retired employees.

Severance Notice

Non-Civil Service employees who have completed their probationary period shall be given 90 days' written notice prior to termination unless the termination is for cause.

City-Owned Property

On or before the final day of employment, employees will be expected to return all City-owned property in good working condition, such as keys, cell phones and electronic devices. If a former employee fails to return City-owned property in a timely manner, the City of Waterloo will invoice the former employee for the cost of the property.

Final Paycheck
If you leave your employment at the City of Waterloo for any reason, you will receive your final paycheck on or before the next regularly scheduled payday, in accordance with state law.

For information on payout of accrued and unused vacation, casual time, and sick days, please see Sections 6:1, 6:2, and 6:3, respectively.

Any employee who resigns or is involuntarily terminated shall forfeit the right to any and all bonuses, benefits, or other privileges to which they may have become eligible at a date subsequent to termination of employment.

Exit Interviews
HR reserves the right to hold an exit interview when an employee leaves the City of Waterloo for any reason. During the exit interview, you will have the opportunity to tell us about your employment experience here, including what you liked, what you didn't like, and where you think we can improve.

The exit interview also gives us a chance to handle some practical matters relating to the end of your employment. During the exit interview, you will have an opportunity to ask any questions you might have about insurance continuation, other benefits, final paychecks, or any other matters relating to the end of your employment.

Rehire Eligibility
Former employees who have left the City of Waterloo in good standing and were classified as eligible for rehire may be considered for reemployment. An employee who is terminated for violating policy, who voluntarily resigned in lieu of termination, who abandoned their position with the City, or who failed to give at least two weeks' notice may be considered ineligible for rehire.

In order to be considered for reemployment, an application or resume must be submitted to the HR, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam(s). Approval from the HR Director, and the Department Head in certain situations, must be obtained prior to rehiring a former employee.

Rehired employees begin benefits just as any other new employee. Except for where ACA requirements dictate an eligibility date, previous tenure will not be considered in calculating seniority, paid-time benefit accruals, or any other benefits or conditions of employment.

Unemployment Compensation
Unemployment compensation insurance is paid for by the City of Waterloo and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the City.

2:15 Reduction in Force/Recall

Civil Service Employees

Employees covered by Civil Service shall be reduced and recalled in accordance with Chapter 400 of the Code of Iowa and the City of Waterloo's Civil Service Rules and Regulations. Employees affected by a reduction in force shall be provided written notice at least two (2) weeks in advance of such layoff. While in a layoff status, employees shall not receive or accrue benefits or pay.

Employees who are laid off will be placed on the Recall or Preferred List for a period of up to three (3) years. All accumulated benefits, except for any frozen sick leave bank, shall be paid to the employee after the employee is laid off. An employee shall receive any frozen sick leave payout upon exhaustion of their recall privileges at the end of the three (3)-year period, or upon their resignation or termination from City employment, whichever event shall first occur.

Non-Civil Service Employees with Vested Service Seniority in a Previous Classification

The following procedure shall apply in a reduction in force situation for an employee currently occupying a classification excluded from Civil Service coverage but who has vested Civil Service seniority because of prior service in a classification still included under Civil Service:

The employee shall have the option to revert to a Civil Service classification they have previously held if the employee's vested Civil Service seniority in that classification is greater than that of the least senior employee currently occupying the affected classification. This option to revert to a Civil Service classification shall be strictly limited to a classification in which the employee previously worked. An employee under this Section who is subject to a reduction in force shall be given seven (7) calendar days to elect this option. An employee who elects to revert back to a prior Civil Service classification and is eligible to do so based on their vested seniority shall have their pay rate adjusted to the appropriate level established for the Civil Service classification.

An employee who is eligible to elect the option to revert to a previously held Civil Service classification but declines to do so shall be subject to the reduction in force procedures outlined above and shall be eligible for recall to either their current position if reestablished, or to the Civil Service classification in which they have vested seniority if that Civil Service position becomes vacant and is to be refilled.

2:16 Veterans Preference

Any honorably discharged veteran, as defined by Iowa law, shall be entitled to preference in appointment and employment over other applicants of no greater qualifications. The City of Waterloo will comply with Iowa Code Chapter 35C.6 regarding termination of veterans.

Section 3: Policies and Expectations

3:1 Confidential Information Policy

This policy is intended to provide City of Waterloo employees with a basic understanding of their responsibilities to protect and safeguard the Confidential Information to which they have access as a result of their employment.

Security and confidentiality of Confidential Information is of the utmost importance at the City of Waterloo. It is the responsibility of every employee to respect and maintain the security and confidentiality of Confidential Information. A violation of this policy may result in disciplinary action.

For purposes of this policy, "Confidential Information" is defined as information disclosed to an individual employee or known to that employee as a consequence of the employee's employment at the City of Waterloo, and not generally known outside of the City, or is protected by law. Examples of "Confidential Information" include but are not limited to – social security numbers; certain payroll and personnel records; health information; self-restricted personal data; credit card information; information relating to intellectual property such as an invention or patent; passwords and other IT-related information; and City of Waterloo financial and account information. Individual offices, departments, or programs may have additional types or kinds of information that are considered "Confidential Information" and are covered by this policy. "Confidential Information" includes information in any form, such as written documents or records, or electronic data.

Each employee shall have the following responsibilities under this policy:

1. During employment and after the termination of employment, an employee will hold all Confidential Information in trust and confidence, and will only use, access, store, or disclose Confidential Information, directly or indirectly, as appropriate in the performance of the employee's duties for the City of Waterloo. An employee must comply with all applicable state and federal laws and City policies relating to access, use, and disclosure of Confidential Information, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA); Iowa Code section 22.7 (relating to confidential records); City of Waterloo policies 3:9 "Cellular Phone Use", 3:16 "Social Media Policy", and 3:17 "Electronic Usage Policy"; and Payment Card Industry (PCI) standards and related policies.

   (Note: As necessary and appropriate, the Iowa Open Records law, Iowa Code Chapter 22, may apply to certain Confidential Information, but only within the specific parameters of the Iowa Open Records law.)
2. An employee will not remove materials or property containing Confidential Information from the employee's department or program area unless it is necessary in the performance of the person's job duties. Any and all such materials, property, and Confidential Information are the property of the City of Waterloo. If materials or property containing Confidential Information are removed from City workspaces, the employee must safeguard the materials/property and control access as necessary. This responsibility to safeguard and control access to materials and property similarly applies to any telework/remote access situation as provided in the

City of Waterloo policy 4:5 “Remote Work.” Upon termination of any assignment or as requested by an employee’s supervisor, the employee will secure all such materials/property and copies thereof or return all such materials/property and copies to the employee’s supervisor or supervisor’s designee.

3. An employee will not seek to obtain any Confidential Information involving any matter which does not involve or relate to the person’s job duties. Confidential Information or City records, documents, or other information may not be maliciously tampered with, altered, or destroyed.
4. In the case of a health or safety emergency, relevant Confidential Information may be disclosed as necessary to appropriate individuals, e.g., a counselor, Waterloo police, a supervisor.
5. If an employee has any question relating to appropriate use or disclosure of Confidential Information, the employee shall consult with the employee’s supervisor or other appropriate City of Waterloo personnel such as the HR Director.
6. Each employee must promptly report to the employee’s supervisor any known violation of this policy, other City of Waterloo confidentiality or privacy policies, or federal or state confidentiality or privacy laws, by a City employee.

Media Inquiries

The only people authorized to speak to the media on behalf of the City of Waterloo is the Mayor or the Mayor’s appointed designee. Employees should not speak to any member of the media on the City of Waterloo’s behalf but should instead refer any and all media requests to the Mayor or the Communications Manager.

3:2 Professional Conduct

The City of Waterloo expects high standards of conduct and behavior from our employees. Although it is impossible to give an exhaustive list of everything that professional conduct means, it does, at a minimum entail:

- Following all of the rules in this Handbook that apply to you.
- Only accessing City records for which you have a business purpose to do so.
- Treating coworkers, citizens, visitors, and other third parties with patience and consideration.
- Communicating openly with Supervisors and coworkers.
- Minimizing personal visits during business hours.
- Keeping work areas neat and orderly.
- Ensuring your conduct while using electronic media does not violate City policy. No employee conduct should engender justified unfavorable criticism of the City of Waterloo.

Additional conduct expectations can be found in more detail throughout this Handbook. Employees who fail to maintain standards of conduct may face disciplinary action, up to and including termination of employment.

3:3 Equal Employment Opportunity

The City of Waterloo is strongly committed to providing equal employment opportunity for all employees and all applicants for employment. It is our objective to obtain individuals

who are qualified or qualifiable for positions of employment by virtue of job-related standards of education, training, experience, and performance and to avoid the establishment of any artificial barriers to employment or promotion.
Therefore, we follow the law and do not discriminate against employees or applicants on the basis of actual or perceived age, race, color, national origin, ancestry, religion, creed, sex, pregnancy (including childbirth, lactation, and related medical conditions), sexual orientation, gender identity, physical or mental disability, genetic information (including testing and characteristics), AIDS/HIV status, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

The obligation to provide equal opportunity encompasses all phases of employment including, but not limited to, hiring, assignment or classification, promotion, demotion, transfer, layoff, termination of employment, benefits, compensation, training and any other conditions or privileges of employment.

In order for the City to provide equal employment and advancement opportunities to all applicants and employees, our employment and personnel decisions will be based upon individual merit, qualifications, and abilities. In addition, we will affirmatively act to ensure that this policy is implemented during the recruitment process, including the use of public and private referral sources likely to yield qualified candidates. All advertisements and postings will include the notation that the City of Waterloo is "An Equal Opportunity Employer" or an abbreviation thereof.

You may contact the HR Director with any questions related to this policy.

3:4 Disability Accommodation

The City of Waterloo complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws. Additionally, the City is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the City of Waterloo will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the City.

You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the City of Waterloo will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the City of Waterloo in connection with a request for accommodation will be treated as confidential.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by federal, state, or local laws.

The City of Waterloo will not discriminate or retaliate against employees for requesting an accommodation. You may contact the HR Director with a request for accommodation.

3:5 Religious Accommodation

An employee, whose religious affiliation requires the observance of a holiday other than those scheduled in Section 6:5, shall be excused from their employment for the observance of such holiday. The employee may use vacation, casual time, compensatory time, or be excused without pay.

If you require time off or another religious accommodation, please notify your Department Head and speak with the HR Director.

3:6 Harassment and Discrimination Statement

The City of Waterloo is committed to maintaining a work environment that reflects the highest level of professional conduct, allowing all employees the opportunity to work in a safe, productive, and professional atmosphere. Therefore, the City of Waterloo expects that all relationships among employees will be business-like and free of bias, prejudice, and harassment on the basis of actual or perceived age, race, color, national origin, ancestry, religion, creed, sex, pregnancy (including childbirth, lactation, and related medical conditions), sexual orientation, gender identity, physical or mental disability, genetic information (including testing and characteristics), AIDS/HIV status, veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. These behaviors undermine our workplace morale, interfere with our work effectiveness, and will not be tolerated at the City of Waterloo.

Harassment

Harassment consists of unwelcome or offensive conduct – whether verbal, physical, and/or visual – that is based on any of the protected traits or classes previously listed and that is detrimental to an employee's work performance, professional advancement, and/or mental health. Types of harassment may include slurs; epithets, name-calling or derogatory remarks; ridicule, mockery, or put-downs; negative stereotyping; offensive jokes, objects, pictures, or written or graphic items; unwelcome touching or contact, including non-sexual touching; physical threats or assaults; threatening, intimidating or hostile acts toward an individual or group; and offensive physical actions that create an intimidating, hostile or offensive work environment. This includes harassment conducted on or off City time, using City-owned equipment, or using personal devices via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means. In addition, harassment can often take the form of what is commonly called bullying. Bullying is inappropriate repeated behavior often conducted by one or more persons against another person or persons. See Section 3:16 "Social Media Policy" and Section 3:17 "Electronic Usage Policy" regarding harassment and discrimination through electronic communication.

Sexual Harassment
Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, and as defined in the Equal Employment Opportunity Commission guidelines, sexual harassment is unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different genders. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess, or sexual deficiencies; undue attention, especially to body parts, dress, grooming and posture; leering, whistling, or touching; insulting or obscene comments or gestures; display of sexually-suggestive objects or pictures in the workplace; constant or unwelcome questions about an individual's identity; and other physical, verbal, or visual conduct of a sexual nature.

Individuals and Conduct Covered
In keeping with our commitment to a harassment-free workplace, we will not tolerate harassment by anyone, including any Supervisor, employee, visitor, or third party. This policy extends to all work-related interactions, whether in person; via telephone; in writing; or through electronic communications such as email, text messages, instant messages, blogs, electronic conferencing, and social media postings; regardless of whether they are made through a computer, cell phone, or another electronic device or medium. Additionally, this policy applies at all locations and work-related events, as well as any activity at which you represent the City of Waterloo or are participating as an employee of the City of Waterloo.

Complaint Procedures
When possible, the City of Waterloo encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. However, the City of Waterloo recognizes that an individual may prefer to pursue the matter through formal complaint procedures, which is always an acceptable option.

The City of Waterloo encourages any employee who believes that they have observed, been the subject of, or is being subjected to discrimination and/or harassment to immediately report the incident to their immediate Supervisor. If for any reason the employee does not wish, or is unable, to report the incident to their immediate Supervisor, the employee should immediately report the incident to their Department Head or the HR

Director, so that we can take whatever action is necessary to correct the problem. Any City management representative who witnesses, hears about, or receives a complaint of any inappropriate conduct is required to immediately report any incidents to the HR Director.

Once a complaint has been made, HR will determine how to handle it. All complaints will be investigated promptly, thoroughly, and in as confidential a manner as possible, without impinging on the City's ability to conduct a full, impartial investigation. All employees and Supervisors have an obligation to cooperate with any investigation by answering questions completely and honestly and giving the investigator all document(s) and other material(s) that might be relevant. When the investigation is complete, the City will take immediate and proportionate corrective action, if it has been determined that harassment has occurred.

Retaliation
The City of Waterloo will not engage in or tolerate any retaliation against any employee who: reports in good faith known or suspected violations of this policy, assists or participates in an investigation of a complaint, files an administrative charge, or files a lawsuit alleging harassment. If you believe that you are being subjected to any kind of negative treatment because you made or were questioned about a complaint, report the conduct immediately to the HR Director. Any person who retaliates against any employee who submits a report or provides information regarding a report may be subject to disciplinary action, up to and including termination of employment.

Violation of Policy
Any employee found to violate this policy or make false or malicious complaints of harassment, discrimination, or retaliation, and any member of management who is aware of any possible violation of the policy and fails to take corrective action or notify the HR Director, may be subject to disciplinary action, up to and including termination of employment.

3:7 Conflicts of Interest

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their job duties. At times, an employee may be faced with situations in which actions taken on behalf of the City of Waterloo may conflict with the employee's own personal interests. Before engaging in any activity, transaction, or relationship that might give rise to a conflict of interest, employees should seek advice from their Supervisor, Department Head, or HR.

Conflicts of interest could arise in the following circumstances:
- Owning or having a substantial interest in a supplier or contractor.
- Using City property, information, or business opportunities for personal gain.

Contracts Supported by Federal Funding
It is the policy of the City of Waterloo that a written code of conduct be applicable to those employees associated with contracts supported by Federal funds. This policy shall apply

to all employees, officers, or agents of the City engaged in the award and/or administration of contracts supported by federal or state grant funds.

No officer, employee, or agency of the City will participate in the selection, award, or administration of a contract supported by federal or state grant or loan funds if a conflict of interest, real or apparent, would be involved. Unless a more restrictive provision of federal or state law should apply, such conflict would arise when:

- The employee, officer, or agent;
- any members of their family;
- his/her partner; or
- an organization which employs, or is about to employ any of the above, has financial or other interest in the party selected to award.

The City's officers, employees, or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or sub-contractors or others involved in the contract, beyond that allowed by applicable federal and state laws.

Violations of this policy will involve penalties and sanctions consistent with applicable federal and state laws.

Other Employment

Employees are permitted to engage in other work or to hold other jobs, subject to certain restrictions as outlined in this section. Employees are cautioned to carefully consider the demands that additional work activity will create before accepting other employment.

Other employment must not compete with, conflict with, or compromise the City's interests, or adversely affect job performance and the ability to fulfill all job responsibilities. Your productivity is important to us; therefore, other employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If the City of Waterloo determines that an employee's other employment interferes with their performance at the City of Waterloo, the employee may be asked to terminate the other employment.

Employees who have accepted other employment may not use sick leave pay to work at the other job. Fraudulent use of sick leave pay will result in disciplinary action, up to and including termination of employment.

Employees are also prohibited from performing any services on non-working time that are normally performed during working time on behalf of the City of Waterloo. This prohibition also extends to the unauthorized use of any City tools or equipment and the unauthorized use or application of any City confidential information.

Relatives in the Workplace

This policy applies to hiring and employment decisions (transfers, promotions, demotions, or reassignments) affecting all City of Waterloo employees, including regular full-time and

part-time employees and temporary employees, and all applicants for employment with the City of Waterloo.

It is the policy of the City of Waterloo to seek and employ the best-qualified applicants to all positions and to not discriminate in its employment and personnel actions with respect to its employees and applicants on the basis of marital or familial status.

It is also the City of Waterloo's policy to develop employment practices that create and maintain constructive working relationships, and which also protect the individual and the City of Waterloo by establishing certain safeguards against conflicts of interest, whether real or perceived. To this end, anti-nepotism rules effectuate rational workplace goals: avoiding conflicts of interest between work-related and family-related obligations; reducing favoritism or even the appearance of favoritism; and preventing family conflicts from affecting the workplace.

The City of Waterloo therefore retains the right to refuse to appoint a person to a position in the same department wherein their immediate family relationship to another employee has the potential to create a conflict of interest or to adversely affect supervision, security, or morale. The Department Head, after consulting with the HR Director, shall have authority and responsibility for determining if such a potential conflict of interest exists or does not exist.

This policy applies to an employee's "immediate family" which is defined to include the employee's spouse, domestic partner, parent, step-parent, grandparent, child, step-child, grandchild, sibling, half-sibling, step-sibling, aunt, uncle, niece, nephew, foster parent, foster child, first cousin, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse's grandparent, a person for whom the employee has been assigned legal responsibility, and any other member of the employee's household.

Specific provisions include:

1. The hiring, transfer, promotion, demotion, or reassignment of immediate family members is prohibited if such action would result in the creation of a situation where any one of the following conditions would occur:
    a) One party would have authority (or practical power) to supervise, appoint, remove, or discipline the other;
    b) One party's work responsibilities, salary, hours, career progress, or other terms and conditions of employment in the ordinary course of operations is likely to be influenced by the other;
    c) One party would be responsible for reviewing, auditing, or approving the work of the other;
    d) One of the parties is a Department Head of the City (unless the City Council approves the appointment by specifically recognizing the relationship that will exist and exempting the hire or change in employment status from this policy); or
    e) In the ordinary course of operations, circumstances are likely to lead to potential conflict among the parties or conflict between the interest of one or both parties and the best interests of the City.

2. In the event one of the conditions provided above in 1(a) through 1(e) occurs following an annual shift selection on the basis of seniority within the rank, the Department Head shall have the final decision on personnel assignments within the department to maintain the efficiency of governmental operations.
3. For purposes of promotional evaluation panels, interview panels, or other testing that impacts the scoring of candidates for hire or promotion, the defined list of immediate family members will be used to determine if an employee is eligible to serve on a panel or in a testing situation. A panel member shall be provided with a list of potential candidates prior to the evaluation date and must immediately withdraw upon determining that an immediate family member is scheduled. An employee who does not self-identify an immediate family relationship prior to the evaluation or testing situation shall be subject to disciplinary action. The test results for the candidate shall only be nullified if allowed by law.
4. A qualified candidate who is an immediate family member as defined above shall be allowed to apply and participate in Civil Service testing up to and including being placed on a Civil Service List but shall not be considered for appointment if one of the situations identified in numbered paragraph 1 above would occur. If the immediate family member is the last person on the Civil Service List, the matter shall be referred to the Waterloo Civil Service Commission for review and determination if the candidate should be decertified.
5. When two existing employees marry or cohabitate and a determination is made that a potential conflict of interest exists as defined in numbered paragraph 1 above, the employees shall be provided written notice of such determination and allowed ninety calendar days for one of them to obtain a transfer to other City employment in compliance with any applicable Collective Bargaining Agreement and/or Civil Service Rules. In the event that a transfer does not occur within the specified time period, the affected employees shall be allowed ten (10) calendar days to determine which of them will either voluntarily resign or accept layoff. If the employees fail to make a joint decision within ten (10) calendar days, the less senior employee shall be laid off. The period of layoff shall not exceed three (3) calendar years.
6. Any employee whose status changes due to marriage or other action which falls under this policy must inform their Department Head within ten (10) calendar days of the occurrence of the change in status.
7. The provisions of this Policy shall only apply to hiring and employment decisions (transfers, promotions, demotions, or reassignments) occurring after February 9, 2004.

Gifts

Gifts of any kind are normally not accepted nor extended. No employee shall accept gifts of more than $3.00 from any individual or business who does business, or who seeks to do business, with the City of Waterloo, in accordance with Iowa Code 68B.22. Employees may not accept gifts made with the intent of inappropriately influencing a decision or otherwise causing a conflict of interest. No employee shall accept any travel, living, or entertainment expenses from such persons or businesses as a gift or expense allowance.

Legal Representation
In the event a civil suit is brought against an employee arising out of the employee's performance of duties that are within the scope of their employment, the City shall provide an attorney of the City's choice and at the City's expense to represent the employee. In the event that a punitive damage claim is alleged against an employee, however, the City reserves the right to determine whether it shall pay the cost of representation.

3:8 Solicitation, Distribution, and Posting of Materials

The City of Waterloo prohibits the solicitation, distribution, and posting of materials on or at any of the City's workspaces by any employee or non-employee, except as permitted by this policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by this policy. Specifically:

- Non-employees may not solicit employees or distribute literature of any kind on any City workplace at any time.
- Employees may only admit non-employees to work areas with management approval. These visits should not disrupt workflow. An employee must accompany the non-employee at all times.
- Former employees are only permitted in the workplace, in non-secure areas, for official City business.
- Employees may not solicit other employees or distribute literature of any kind, during work times, or in any work area, except with management approval.
- Employees may not, at any City workplace, distribute literature to, request contributions from, or ask citizens to purchase products sponsored by an outside organization.
- The posting of materials or electronic announcements are only permitted with prior approval from the Mayor's Office.

The sole exceptions to this policy are charitable and community activities supported by the City of Waterloo's management. This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment. Violations of this policy should be reported to the HR Director. Employees who violate this policy are subject to disciplinary action, up to and including termination of employment.

3:9 Cellular Phone Use

The City of Waterloo realizes that occasionally it will be necessary for employees to receive important personal phone calls or text messages during working hours. Although these personal calls and messages are not prohibited, we ask you to use your best judgement to ensure appropriate attention is given to your work.

It is prohibited to use personal devices to photograph or record confidential information, violate protected health information (PHI), violate protected criminal justice information, or to photograph or record other employees without their consent. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using

those functions at any of the City's workspaces unless authorized in advance by management.

Hand-held cell phone use will not be permitted while operating a City vehicle or while driving a personal vehicle for City business. Please review Section 3:10 "General Vehicle Use" for additional details.

Any employee who abuses this cell phone policy may be subject to disciplinary action, up to and including termination of employment.

3:10 General Vehicle Use

For the purposes of this policy, City vehicles include any vehicle titled by the State of Iowa in the name of the City of Waterloo, Iowa. City vehicles are only to be used by approved employees for approved business purposes. We have invested in our City vehicles and need your help in keeping them in good condition. Please immediately report any mechanical problems to your Supervisor or Department Head.

In addition to guidelines for care and maintenance, which may be established by the Central Garage, the following general provisions shall be imposed:

1. Each department must assure that each vehicle assigned to the department is properly marked with permanently affixed City insignia on both front door panels (or as appropriate). This provision does not apply to undercover (unmarked) police vehicles.
2. In addition to City insignia, all emergency vehicles shall be equipped with top lights or grill/window lights and sirens.
3. Vehicles not being used for business purposes will generally be kept on the department's premises except when temporarily sent out for repairs.

Employees who drive a City vehicle or their own personal vehicle for City business are required to have a valid driver's license and personal auto insurance coverage. Those employees who regularly drive for City business may also be subject to annual moving vehicle record (MVR) checks to verify insurability; driving privileges may be suspended or terminated if the driver's record indicates an unacceptable number of accidents or violations. Please see "Driver's License and Accident Policy" below for more information. Any changes to your driver's license or insurance that may make you ineligible to drive for City business must be reported immediately to HR.

When driving a City vehicle or a personal vehicle for City business, employees are expected to drive safely and courteously and observe all traffic laws. Traffic violation fines received while driving the City vehicle or for City business will be the responsibility of the driver, not the City. Additionally, you may not smoke in City vehicles, or drive a City vehicle or a personal vehicle for City business while under the influence of alcohol; a legally-obtained drug that affects your ability to operate a vehicle; a controlled substance, as defined by federal law; or while otherwise impaired.

The City of Waterloo requires safe use of cell phones by employees while driving on City time. The following rules apply to any employee operating the City vehicle or a personal

vehicle while on City business. Under no circumstances is an employee allowed to drive in a distracted or inattentive manner, such as texting, emailing, reading texts/emails, making/receiving phone calls, or checking social media accounts while driving on City time. If you need to use your phone, you must pull over to the side of the road in a safe area where the vehicle can remain stationary. The City of Waterloo does not condone employees using hand-held cell phones while driving.

Individuals not employed by the City of Waterloo are prohibited from driving a City vehicle. Violation of rules related to vehicle use may lead to disciplinary action, up to and including termination of employment.

3:11 Personal Use of City-Owned Vehicles

The purpose of this policy is to clarify the use of City-owned vehicles by City employees for personal use. Internal Revenue Service (IRS) Code Section 62[c] and the Family Support Act of 1988 require the City to withhold federal income tax and Social Security tax [FICA], unless the City adopts by resolution of the City Council a written policy statement restricting the personal use of a City-owned vehicle.

This policy is designed to prohibit the personal use of City-owned vehicles. Upon adoption, the policy will qualify as "sufficient evidence corroborating the city's own statement" making record-keeping by both the City and employee unnecessary when using a City-owned vehicle. If an employee uses a City-owned vehicle for personal purposes, this personal use must be included wages on the employee's Form W-2 for the year in which the personal use occurred.

Scope

This policy shall pertain to all City officials and employees, including board and commission members. This policy is intended to establish City-wide policy but does not prevent individual departments/divisions from establishing stricter guidelines as they pertain to this policy. The term "City-owned vehicle" shall mean any vehicle titled by the State of Iowa in the name of the City of Waterloo, Iowa.

Prohibited Uses of City-Owned Vehicles

The overall intent of this policy is to not allow personal use of City-owned vehicles. The following are examples of prohibitive uses of City-owned vehicles but it is not an exhaustive list:

1. Vehicle use is not permitted for commuting to and from work (unless exempted below) for lunch or break purposes.
2. While in the course of employment, personal stops are prohibited (such as stopping at residence or grocery stores, dry cleaners, etc.).
3. When an employee is authorized to take home a City-owned vehicle, the vehicle cannot be used for any personal use (grocery store, banking, delivery of children etc.). It must be used for commuting purposes only.

Exceptions

The following types of vehicles meet the requirement for *de minimus* personal use and are not considered taxable benefits to employees under Treasury Regulation 1. 13 2-5 [h]:

1. Clearly marked police and fire vehicles, unmarked law enforcement vehicles and ambulances.
2. Bucket trucks, cherry pickers, cement mixers, dump trucks, flatbed trucks and qualified specialized utility repair trucks.
3. Utility trucks.

Calculation of Taxable Non-Cash Fringe Benefit

In the circumstance where a vehicle is used by an employee for commuting use only, then the employee may elect to use the following methods:

1. *Simplified $3.00 per round trip rule.* The employee must provide documentation of the frequency of using the vehicle for commuting use. A non-cash fringe benefit in the value calculated by the number of round trips times $3.00 will be added on an annual basis to the employee's W-2 as required by the Internal Revenue Service. Social Security and income taxes will be withheld on the non-cash income.
2. *Cents per mile method.* Under the cents-per-mile method, the City must keep a log of all mileage for the vehicle. The personal mileage must be determined, and that use is multiplied by the current mileage rate set by the Internal Revenue Service (IRS). A non-fringe benefit in the value calculated by the number of miles times the mileage rate will be added on an annual basis to the employee's W-2 as required by the Internal Revenue Service. Social Security and income taxes will be withheld on the non-cash income.

3:12 Driver's License and Accident Policy

An important objective of this policy is to allow the City to evaluate, manage, and mitigate its liability risks arising from employee conduct relating to motor vehicle operation. Many employment positions in the City of Waterloo require that an employee possess a valid, current license to operate a motor vehicle. Some job classifications require a valid commercial driver's license (CDL). On occasion, an employee whose City job requires them to drive and/or hold a particular driver's license loses the privilege to operate a motor vehicle in the State of Iowa because of court or administrative action. These employees no longer are able to perform their City duties and, accordingly, could be subject to discipline up to and including termination from employment, in accordance with the City's policy of progressive discipline.

In addition, the City is also concerned with tracking all work-related accidents involving City employees. This policy governs the loss of licenses, certain convictions or guilty pleas that involve the driving of motor vehicles, and reporting of accidents. Regardless of whether an employee is required to possess a driver's license, the City reserves the right to discipline an employee as set forth in this policy, as applied in conformity with the City's separate disciplinary policy.

General Concepts

For purposes of this policy, the following concepts shall control:

1. "*License*" means any permit or authorization granted by the State of Iowa or other regulatory authority granting the holder thereof the privilege of driving a motor vehicle on any public roadway, whether for commercial or non-commercial purposes, or with respect to any type or size of motor vehicle.
2. A "*loss of license*" means any suspension, revocation, denial, or non-renewal of a driver's license, or other event or occurrence with respect to a driver's license that results in the employee losing the privilege to lawfully drive a motor vehicle or a certain type of motor vehicle in the State of Iowa.
3. Whether a driving offense constitutes a "*major moving violation*" may be determined with reference to standards adopted by the City's liability insurance carrier and/or by standards generally prevailing in the liability insurance industry. In the absence of such standards, such offenses shall include any of the following, if a citation for same is issued but not dismissed: OWI (alcohol or controlled substances), reckless or careless driving, leaving the scene of an accident without reporting same as required by Iowa law, exceeding the posted speed limit by more than 20 mph, felony involving the use of a motor vehicle, vehicular homicide, and attempting to elude a law enforcement officer.
4. An "*accident*" is any occurrence that causes damage to a City vehicle or in which a moving City vehicle caused personal injury or property damage of any nature or degree. An employee was "*at-fault*" for the accident if they were cited by a law enforcement officer or the accident was found to be preventable even though no citation was issued. As to any accident, the provisions of the City's "Accident Review Policy" below shall also apply to the extent appropriate.
5. A deferred judgment, whether or not the employee successfully completes the terms of said judgment, will not negate the loss of license or any of the factors set forth in "Factors Considered" below.

<u>Prospective Employees</u>

A candidate for employment who is required to operate a motor vehicle will not be considered for employment if they have any of the following:

1. Loss of license for any reason during the period of candidacy for employment, if the candidate remains without a valid, current license for the position when the City issues an offer of employment. The license must be free of restrictions that would substantially interfere with the candidate's ability to perform the requirements of the position as identified by the job description. Restrictions for corrective lenses, mechanical aids or prosthetic aids are permissible if the operator's compliance with such restrictions does not otherwise substantially interfere with the candidate's ability to perform such requirements of the position.
2. Loss of license, plea of guilty, plea of no contest or its equivalent, or conviction for OWI, reckless driving, or other major moving violation within the previous five (5) years. The 5-year period begins from the date the loss of license was lifted, not the date of citation or license surrender or loss. If there was no loss of license, then the 5-year period begins from the date of the guilty plea or conviction.
3. Four (4) or more citations for moving violations within the previous three-year period, excluding speeding violations of 10 mph or less over the posted speed limit.
4. Three (3) or more citations for moving violations within the previous one-year period.

Current Employees

1. Periodic Review

   Current employees who are required to operate a motor vehicle in the discharge of their job-related duties will have their driving records reviewed annually. This review may occur more frequently depending on the individual record. Under the following scenarios, the employee's status will be evaluated as set forth in "Factors Considered" below:

   a) Four or more citations for moving violations in the 3-year period ending with the most recent annual or other review.
   b) Three or more citations for moving violations in the 1-year period ending with the most recent annual or other review.
   c) Two or more at-fault accidents in the 3-year period ending with the most recent annual or other review while driving a City vehicle or while driving a non-City vehicle on City business, if the accident resulted in personal injury requiring treatment away from the scene, damage of more than $2,500 to a non-City vehicle or property, or damage to a City vehicle or property requiring repairs of at least $2,500. Accidents occurring while employees are driving on an emergency response are subject to exclusion from this paragraph if the City accident review committee determines that emergency conditions were a substantial factor in the accident.
   d) Three or more accidents, whether or not the employee was at-fault, in the 3-year period ending with the most recent annual or other review, if the accident resulted in personal injury requiring treatment away from the scene, damage of more than $2,500 to a non-City vehicle or property, or damage to a City vehicle or property requiring repairs of at least $2,500. Accidents occurring while employees are driving on an emergency response are subject to exclusion from this paragraph if the City accident review committee determines that emergency conditions were a substantial factor in the accident.

2. Self-Reporting

   If an employee experiences a loss of license, or if the employee enters a plea of guilty or a plea of no contest or its equivalent for reckless driving or other major moving violation, or is convicted of reckless driving or other major moving violation, and if driving a motor vehicle is a function of their job, the employee must notify their Supervisor of such loss or other occurrence immediately, and in any event within forty-eight (48) hours or the start of the employee's next shift assignment, whichever occurs first.

   If an employee is involved in an accident (whether or not "at-fault") while driving a City vehicle or while driving any vehicle during working hours, the employee must notify their Supervisor of such accident immediately in accordance with the City's "Accident Review Policy" below. An employee who fails to promptly notify their Supervisor, as set forth in this paragraph will be subject to disciplinary action, up to and including termination of employment.

   An employee, who drives a City vehicle without a valid driver's license, or who drives a personal or non-City vehicle while on City business without a valid driver's license,

will be subject to immediate termination from City employment. In addition to the terms stated above that relate to an accident, the provisions of the "Accident Review Policy" will apply to the extent appropriate.

3. Group 1 Employees
   Group 1 includes any employee who:
   a) is assigned to operate a City vehicle,
   b) works in a job classification which requires possession of a valid driver's license, whether CDL or non-CDL, or
   c) drives more than ten percent (10%) of the time during an average work week, or
   d) holds a CDL for purposes of City employment.

   A Group 1 employee who experiences a loss of license, or who enters a plea of guilty or a plea of no contest or its equivalent for reckless driving or other major moving violation, or is convicted of reckless driving or other major moving violation, will be subject to disciplinary action, up to and including termination of employment.

   If the employee regains driving privileges before termination of employment, and if the license is not subject to restrictions that make a return to the employee's former position impracticable in the reasonable judgment of the City (e.g., ignition interlock device), then the employee may be restored to their former position, provided that the position is still vacant. The City recognizes that State standards for loss of a CDL are currently more stringent than standards for loss of a non-CDL license, and it is thus possible for an employee to lose a CDL license but retain a non-CDL license. If a CDL is an essential minimum requirement for an employee's job, the employee will not be considered as eligible for return to their former position unless the employee obtains a valid CDL license, notwithstanding the employee's possession of a valid non-CDL license.

4. Group 2 Employees
   An employee who is not classified in Group 1 is in Group 2. A Group 2 employee who experiences a loss of license, or who enters a plea of guilty or a plea of no contest or its equivalent for reckless driving or other major moving violation, or is convicted of reckless driving or other major moving violation, will be subject to disciplinary action up to and including termination. Notwithstanding a loss of license, a Group 2 employee who is not placed on leave or suspended is expected to satisfactorily perform all duties within the scope of their position.

   A Group 2 employee who is required to drive as an incidental function of their job will be offered an option that includes the following elements:
   a) Provide their own private vehicle and a personal driver and acknowledge that the City will not provide workers' compensation coverage for any non-employee driver,
   b) show proof of insurance in amounts at least equal to statutory minimums,
   c) receive mileage reimbursement at the applicable rate, and
   d) accept personal responsibility for any accident occurring during work hours and sign an agreement, acceptable in form to the City Attorney's office, to indemnify and hold harmless the City from liability.

If the employee cannot meet the above requirements, then they will be subject to appropriate disciplinary action.

No City employee who is on duty shall drive or transport another City employee whose work status has been altered by this policy unless the driver has a valid job-related reason for doing so or prior authorization from a member of management.

5. Factors Considered
   In any procedure to determine the appropriate treatment of an employee who has lost their driving privileges, or an employee who is being evaluated due to meeting the criteria stated in Section "Periodic Review" above, all relevant factors will be considered on a case-by-case basis by the employee's Department Head, the HR Director, and the City Clerk, or their designees. Evaluation may result in no disciplinary action or disciplinary action that conforms to the City's progressive discipline policy. These factors for evaluation may include, but are not limited to, the following considerations:
   a) Whether the employee is on probationary status.
   b) Whether the employee is in Group 1 or Group 2.
   c) The length of loss of driving privileges.
   d) Whether the loss of license is a repeat offense and the recency of prior offenses.
   e) Reason for loss of license.
   f) The employee's work record (e.g., length of service, performance reviews), disciplinary record, and skill level.
   g) Any prior loss of driving privileges during City employment.
   h) The employee's commitment to obtain rehabilitation, if necessary, through the Employee Assistance Program (EAP) if the employee has lost driving privileges due to an alcohol or substance abuse offense.
   i) Manner in which the City was notified (e.g., employee notification or periodic review) and timeliness of employee's notification.
   j) Whether the loss of license or other reported driving incidents arose from operation of a City vehicle or was otherwise relating to on-duty conduct.
   k) Whether criminal liability may attach to the loss of license, such as, for example, when a felony or homicide occurs in connection with the driving conduct.
   l) Effect of the loss of license on any other license held or required for the employee's position.
   m) Whether an accident, whether or not resulting in a loss of license, was preventable on the part of the employee.
   n) The City's exposure to liability.
   o) Any added costs to the City as a result of the employee's loss of license and/or in making special or alternate arrangements to return the employee to active employment in their former position or a different position.

6. Use of Benefits
   If an employee is placed on unpaid leave or is suspended, the employee may use accrued time, other than sick leave, for hours that the employee is unable to work or

not permitted to work due to loss of license. Use of sick leave may be authorized for an employee's attendance in an inpatient substance abuse program.

3:13 Accident Review Policy

The purpose of the City of Waterloo Accident Review Policy is to provide the framework for the uniform and objective review of all accidents involving City employees who are operating City vehicles or equipment.

Scope

The Mayor shall authorize the HR Director to appoint an Accident Review Committee. The Accident Review Committee may decide to increase the committee size through a unanimous decision of the current committee members.

The primary objective of the Accident Review Committee will be the review of all accidents involving City employees, City vehicles, and City equipment for the purpose of establishing whether the accident was preventable or non-preventable and to make recommendations to Department Heads on corrective action that should be taken in each specific situation. In addition, the committee may take action on the following:

A. Review damage done to other City equipment, such as, stationary engines, pumps, etc.
B. Review the feasibility of establishing an incentive program for outstanding operators.
C. Make general safety and driving policy recommendations to the Mayor and City Council.
D. Promote defensive driving training and safe methods of equipment operation.

Some of the factors that the committee should consider in its evaluation, review and recommendations are the following:

A. Dollar value of damage caused by the accident.
B. Was the equipment repairable or is it considered to be totaled?
C. Did the employee incur an injury that will result in loss time, sick leave usage and/or medical bills?
D. Did the accident cause property damage to non-City equipment or property?
E. Did the accident result in injury, medical bills, etc. to citizens or other City employees?
F. Was a ticket issued by a law enforcement agency?

General Provisions

Every driver engaged in operating City equipment or vehicles is required to promptly report any accident in which they are involved while operating a vehicle on City business. This includes reporting any contact between the City vehicle and another vehicle, person or fixed object, which results in death, injury or property damage. Such contact must be reported as an accident regardless of who was hurt, what property was damaged and to what extent, where it occurred or who was responsible.

The accident report, including all facts favorable or otherwise, must be made immediately to the driver's supervisor either in person or by telephone. A written report must be completed by the driver within twenty-four hours.

The Supervisor must immediately report the accident to the City Clerk's Office for submission to the Accident Review Committee and also commence an investigation. All reports completed by the Supervisor and/or law enforcement agency should be submitted to the Accident Review Committee upon completion. The Accident Review Committee will meet as soon as possible following receipt of information concerning the accident to review all information and evidence available. The Accident Review Committee will determine whether or not the accident was preventable or non-preventable. Preventability depends on whether the driver did everything reasonable to prevent or avoid the accident. Preventability is not based on legal responsibility for causing an accident, but it is based on avoiding the accident in spite of the actions of others or the conditions that existed.

The Accident Review Committee after reviewing all of the evidence available will draft a written recommendation declaring whether the accident was preventable or non-preventable. This statement along with any written recommendations on remedial action such as defensive driving school for the operator, safety violations that need to be addressed and possible disciplinary action will be forwarded to the Mayor, City Council, Supervisor, and the employee. The employee's Supervisor or Department Head will be expected to implement the recommendations of the Accident Review Committee, to take appropriate disciplinary action against the employee if warranted and to report back to the Committee on action that has been taken.

If the Accident Review Committee determines that the accident was preventable, the driver or operator may challenge that determination by submitting a written challenge citing the reason for the challenge. The driver will be granted a rehearing.

The Accident Review Committee has adopted a standard definition of Preventability for vehicular accidents that is contained in the following section.

<u>Definition of Preventability</u>
Preventability is the application by a driver of all reasonable efforts to avoid an accident by utilizing accepted defensive driving techniques to anticipate all circumstances that might cause an accident to occur including weather and road conditions, mechanical failure and the actions of other drivers.

<u>Factors in Determining the Preventability of an Accident</u>
The Accident Review Committee will use the following factors to assist in determining preventability. These factors are not all inclusive and do not list every causal factor that may be involved in a given accident.

A. Struck in Rear by Other Vehicle
   Non Preventable if:
   1. Driver's vehicle was legally and properly parked.
   2. Driver was proceeding in own lane of traffic at a safe and lawful speed.

3. Driver was stopped in traffic due to existing conditions or was stopped in compliance with traffic sign or signal or at the directions of a police officer or other person.
4. Driver was in proper lane, stopped, and waiting to make a turn.

B. Struck in Rear by Other Vehicle
Preventable if:
1. Driver was passing slower traffic near an intersection and had to make sudden stop.
2. Driver made sudden stop to park, load, or unload.
3. Driver's vehicle was improperly parked.
4. Driver rolled back into vehicle behind.

C. Striking Other Vehicle in Rear
Preventable if:
1. Driver failed to maintain safe following distance and have vehicle under control.
2. Driver failed to keep alert to traffic conditions and note slowdown.
3. Driver failed to ascertain whether vehicle ahead was moving slowly, stopped, or slowing down for any reason.
4. Driver misjudged rate of overtaking.
5. Driver came too close before pulling out to pass.
6. Driver failed to wait for car ahead to move into the clear before starting up.
7. Driver failed to leave sufficient room for passing vehicle to get safely back in line.

D. Struck While Parked
Non Preventable if:
1. Driver was properly parked in a location where parking was permitted.
2. Vehicle was protected by emergency warning devices as required by federal and state regulations, or if driver was in process of setting out or retrieving signals.

E. Accidents at Intersection
Preventable if:
1. Driver failed to control speed so that the vehicle could stop within available sight distance.
2. Driver failed to check cross-traffic and wait for it to clear before entering intersection.
3. Driver pulled out from side street in the face of oncoming traffic.
4. Driver collided with person, vehicle, or object while making right or left turn.
5. Driver, going straight through an intersection, collided with another vehicle making a turn.

F. Sideswipe and Head-On Collisions
Preventable if:
1. Driver was not entirely in the proper lane of travel.
2. Driver did not pull to the right and slow down and stop for vehicle encroaching on own lane of travel when such action could have been taken without additional danger.

G. Squeeze Plays and Shutouts
Preventable if:
1. Driver failed to yield right of way to avoid an accident.

H. Backing Accident
Preventable if:
1. Driver backed vehicle, causing accident, when such backing could have been avoided.
2. Driver failed to get out of vehicle and check proposed path of backward travel.
3. Driver failed to use a “spotter” if driver was in a position where the mirrors failed to show the hazard.

I. Accidents Involving A Train
Preventable if:
1. Driver attempted to cross tracks directly ahead of train.
2. Driver ran into side of train.
3. Driver stopped on or parked too close to tracks.

J. Accidents while Passing
Preventable if:
1. Driver passed when view of road ahead was obstructed by hill, curve, vegetation, traffic, adverse weather conditions, etc.
2. Driver attempted to pass in the face of closely approaching traffic.
3. Driver failed to warn the driver of the vehicle being passed.
4. Driver failed to signal change of lanes.
5. Driver pulled out in front of other traffic overtaking from rear.
6. Driver cut-in short returning to right lane.

K. Accidents while Being Passed
Preventable if:
1. Driver failed to stay in own lane or hold or reduce speed to permit safe passing.

L. Accidents while Entering Traffic Stream
Preventable if:
1. Driver failed to signal when pulling out from curb.
2. Driver failed to check traffic before pulling out from curb.
3. Driver failed to look back to check traffic if driver was in position where mirrors did not show traffic conditions.
4. Driver attempted to pull out in a manner which forces other vehicle(s) to change speed or direction.
5. Driver failed to make full stop before entering from side street, alley, or driveway.
6. Driver failed to make full stop before crossing sidewalk.
7. Driver failed to yield right of way to approaching traffic.

M. Pedestrian Accidents
Preventable if:

1. Driver did not reduce speed in area of heavy pedestrian traffic.
2. Driver was not prepared to stop.
3. Driver failed to yield right of way to pedestrian.

N. Mechanical Defects Accident
Preventable if:
1. Defect was a type which driver should have detected in making pre-trip or en-route inspection of vehicle.
2. Defect was a type which driver should have detected during the normal operation of the vehicle.

O. All Other Types of Accidents
Preventable if
1. Driver was not operating at a speed consistent with the existing conditions of the road, weather, and traffic.
2. Driver failed to control speed to be able to stop within assured clear distance.
3. Driver misjudged available clearance.
4. Driver failed to yield right of way to avoid accident.
5. Driver failed to accurately observe existing conditions and drive in accordance with those conditions.
6. Driver was in violation of City operating rules or special instructions, the regulations of any federal or state regulatory agency, or any applicable traffic law or ordinances
7. Drug and/or alcohol tests shows the driver to have drugs or alcohol in their system as outlined in the City's "Drug & Alcohol Testing Commercial Driver's License" policy. This applies for all employees regardless of whether the vehicle being driven requires a CDL or whether the operator's job description requires a CDL.

While evidence of a violation of the law is a clear-cut indication of the preventability of an accident, the absence of any violation does not make the accident non-preventable. There are many steps that the professional driver can take to avoid an accident, which are beyond the requirements of the law. The accident review board will determine whether the driver could have reasonably taken other actions, which would have avoided the accident.

3:14 City-Issued Credit Cards

Finance will allow City credit cards to be checked out to *regular* employees as approved by the Department Head or elected City officials as approved by City Finance Committee. Any credit card the City of Waterloo provides to an employee as a means of payment must be used for business purposes only, in conjunction with the employee's job duties. Employees using the City of Waterloo credit cards shall not use them for any non-business, non-essential purpose, i.e., for any personal purchase or any other transaction that is not authorized or needed to carry out their duties. Employees must pay for personal purchases (i.e., transactions for the benefit of anyone or anything other than the City of Waterloo) with their own funds or personal credit cards.

Department Heads will set credit card limits up to $5,000. Based on written justification by the Department Head, the Director of Finance may approve credit limits in excess of this amount. Department Heads may also set "per transaction" limits at their discretion.

Credit cards should never be used to circumvent established competitive purchasing procedures. This means no purchases for goods or services should be made in excess of $300 that would otherwise require competitive bidding.

Credit cards may be used in paying for travel expenses. However, the City's *Travel Guidelines* still apply to all such credit card payments, including the use of Travel Requests and per diem amounts. Including minor incidental expenses as a component part of a larger billing—such as personal telephone calls or video rentals on a hotel bill—is allowed if reimbursed at the time the credit card billing is submitted for payment.

Employees will not use City credit cards to obtain cash advances for any reason. Obtaining cash advances on City cards is a misuse of City funds and a serious breach of the City's ethics policy. Doing so—even if the intent is to reimburse the City later and even if the cash is used for legitimate City expenses—will result in disciplinary action, up to and including termination.

Employees will not use City credit cards for personal expenses even if the intent is to reimburse the City later. Charging personal expenses on City cards is a misuse of City funds and a serious breach of the City's ethics policy. Doing so—even if the intent is to reimburse the City later—will result in disciplinary action, up to and including termination.

<u>Procedures</u>

- Requesting Credit Cards: Department Heads should submit credit card requests to Finance (via memorandum or email) to approve cardholders and set credit card limits. Department Heads will need to include supplemental justification for credit limits in excess of $5,000.

- Criteria: Credit cards will only be checked out to regular employees or City officials.

  Department Heads should consider the following factors in approving credit card use for their staff and setting credit limits:

  - Ability to hold the employee accountable for purchases made on the card.

  - Recognition that delegating authority to an employee to purchase via credit card is not conceptually different from delegating authority to them to purchase from an open contract on a vendor account. In this context, departments should consider issuing cards in the same manner that they would consider authorizing employees to use open vendor accounts. On the other hand, there is much greater potential in the "breadth-of-use" of credit cards: employees can use them with more than just a few vendors. Department Heads should also consider this added discretion and increased potential for abuse in approving credit cardholders.

- Frequency of use, diversity of vendors and dollar value of purchases made by the employee.

- Cardholder Agreement: Before receiving a credit card, employees will sign a "credit cardholder use agreement" setting forth their obligations under this program.

- Competitive Bidding: The City's competitive bidding standards apply to all types of payment methods, including credit card purchases. Generally, credit card purchases other than for items such as computer equipment and airfare will be for smaller expenditures. While there may be exceptions as allowed under the City's purchasing policies, this means expenditure pre-authorizations should be obtained for purchases in excess of $2,500 and travel requests should be obtained for travel expenditures.

- Timely Payment: Department Heads are responsible for ensuring that payment vouchers with appropriate supporting documentation are provided to the Finance Department prior to the due date for payment. To avoid posting errors, administrative charges and late fees, Finance will pay all credit card charges on a timely basis, even if supporting documentation is not yet received from the operating departments. When subsequently received, the supporting documentation will be retroactively reconciled to the payment. Instances where this occurs should be very rare and due to extenuating circumstances. Accounting staff will notify the Director of Finance of any such instances of late or inaccurate payment submittals. After reviewing the circumstances, the Director of Finance will recommend to the Department Head appropriate follow-up action, including cancellation of card privileges and disciplinary action.

- Disputed Charges: Card users are responsible for ensuring that the vendor, issuing bank and Finance Department are notified immediately of any disputed charges. Standard forms (provided by the issuing bank) are available from Finance for this purpose. Departments should pay the statement in full—including any disputed amounts—to avoid finance charges and late fees; when resolved, this will result in a credit to the account on the next monthly statement.

- Standard Process for Payment: The City's standard accounts payable system will be used in processing monthly credit card statements for payment. Each credit card charge should be listed separately on the credit card payment voucher, and account numbers, purchase descriptions and amounts referenced as appropriate. Supporting documentation for credit card payments should be the same as for any other accounts payable item. This means that original invoices (or receipts) along with credit card receipts must be retained, reconciled to the credit card statement and attached to the payment voucher.

- Lost or Stolen Cards: Cardholders are responsible for ensuring that the issuing bank and the Department of Finance are notified immediately if the card is lost or stolen. Standard forms (provided by the issuing bank) are available from Finance for this purpose. Failure to do so may result in making the cardholder responsible for any fraudulent use of the card.

- Disciplinary Action: Department Heads are responsible for all disciplinary action surrounding misuse of cards, including requesting cancellation of card privileges.

- Return of the Card Upon Request or Termination: Cardholders will immediately surrender their card upon request of their Department Head. HR is responsible for retrieving the credit card when an employee separates from the City. Use of the credit card for any purpose after its surrender is prohibited.

Reimbursement for Personal Purchases

If any employee uses an the City of Waterloo credit card for personal purchases in violation of this policy, for any other type of unauthorized transaction in violation of this policy (i.e. incurs financial liability on the City of Waterloo's part that is not within the scope of the employee's duties or the employee's authorization to make business-related purchases), or is unable to provide a receipt verifying the purchase(s), the cost of such purchase(s) will be the financial responsibility of the employee and will need to be immediately reimbursed to the City of Waterloo through a personal check from the employee.

3:15 Cash-Handling Procedures

The purpose for these written procedures is to create a general performance standard for all City employees who collect cash or have control of a petty cash fund as part of their normal job duties. The cash handling policies are intended to ensure accurate and timely accounting for all cash transactions. Cash receipting policies will also assist the City in optimizing cash flow.

Petty Cash Funds

Petty cash funds are established to provide departments with the ability to pay cash for small expenses of less than $5.00. One person in each department should be named custodian of the petty cash fund. The petty cash should be kept in a locked box under the control of the assigned person and placed in a safe or vault when the assigned person is not on duty.

1. The petty cash should start with the assigned balance as recorded in the City Clerk's Office records.

2. Vouchers or receipts must be kept or prepared for every transaction.

3. Vouchers should contain the following information: Payee, Date, Type of Transaction, Amount and Expense Code.

4. Reimbursement should be requested if remaining cash is less than 25% of balance. Prepare and submit a payment voucher for the accounts payable system and attach all vouchers and receipts for verification.

Cash/Change Drawers

Cash drawers are established to enable departments to make change during the collection of monies for services or fees. Two basic rules for handling cash are:

1. Whenever cash is received a receipt must be given.

2. All monies should be turned over to the City Clerk's/Finance Office before deposit or a duplicate deposit slip be provided to the City Clerk's/finance Office if approved for direct deposit.

Procedures for Balancing Cash/Change Drawers

1. Cash should be balanced daily.

2. All cash should be removed from the cash drawer and the pre-determined beginning balance returned to drawer.

3. Remaining cash and checks should be counted until same balance is arrived at twice. Counting of cash should take place out of public view at a location away from your collection area.

4. Cash receipts should be totaled and compared to actual cash balance.

5. Overages or shortages should be recorded and deposited with the City Clerk into a miscellaneous revenue account.

6. Cash receipts should be deposited with the City Clerk daily or in the timeframe established by department policy for outlying departments.

It is the responsibility of cash handlers to train new personnel on this procedure so that all employees meet the performance standards set for cash handling transactions.

3:16 Social Media

At the City of Waterloo, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the City, you are expected to follow, at minimum, our guidelines for appropriate use of social media.

This policy applies to all employees who work for the City.

Guidelines

For purposes of this policy, *social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the City, as well as any other form of electronic communication.

City principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any manager or employees of the City.

Know and Follow the Rules
Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action, up to and including termination of employment.

Be Respectful
The City cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or City policy. Your personal posts and social media activity should not reflect upon or refer to the City.

Maintain Accuracy and Confidentiality
When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential information related to the City.
- Do not create a link from your personal blog, website, or other social networking site to a City website that identifies you as speaking on behalf of the City.
- Never represent yourself as a spokesperson for the City. If the City is a subject of the content you are creating, do not represent yourself as speaking on behalf of the City. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work
Do not use social media while on your work time, unless it is work related as authorized by your Department Head or consistent with policies that cover equipment owned by the City.

Retaliation and Your Rights
Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

3:17 Electronic Usage Policy

The City of Waterloo provides various technology resources to authorized employees to assist them in performing their job duties. Each employee has a responsibility to use the City's technology resources in a manner that increases productivity, enhances the City's public image, and is respectful to other employees.

With the rapidly changing nature of electronic media, this policy cannot lay down rules to cover every possible situation. Instead, it expresses the City's philosophy and sets forth general principles to be applied in the use of electronic media and services.

The following procedures apply to all electronic media and services which are:

- Accessed on or from City workspace premises,
- Accessed using City computer equipment or from City-provided access methods such as virtual private network (VPN), and/or
- Used in a manner which identifies the individual with the City (including City provided cell phones or mobile devices or City business performed on personal cell phones or mobile devices).

Scope

This policy is established for and shall be followed by all full and part-time employees except Police Department personnel that are engaged in criminal investigations or other activities as a necessity of their job function.

Procedures

Electronic media may not be used for knowingly transmitting, retrieving, or storage of any communications of a discriminatory or harassing nature, or which are derogatory to any individual or group, or which are obscene, or are of a defamatory or threatening nature, or for any other purpose which is illegal or against other City policies and contrary to the City's interest unless a necessary function of one's job as in certain Police Department capacities.

Electronic media and services are primarily for business use. Limited, occasional, or incidental use of electronic media (sending or receiving) for personal, non-business purposes is acceptable. However, employees need to demonstrate a sense of responsibility and may not abuse the privilege.

Any information created and/or communicated by an employee using any technology may be monitored by City technology staff at any time. Types of usage that may be monitored includes but is not limited to:

- Usage patterns for both voice and data communications (e.g., number called or site accessed; call length; times of day calls). Reasons include cost analysis/allocation and the management of our internal network to the Internet.

- The City also reserves the right in its discretion to review any employee's electronic files and messages and usage to the extent necessary to ensure that electronic media and services are being used in compliance with the law.

- Employees should, therefore, not assume any electronic communications are private and confidential. If necessary to transmit confidential information such as protected health information (PHI), please contact the Information Technology Department for specific instructions.

All software on City computers is owned or licensed by the City. No software on these systems may be copied, distributed or used on any other systems without consent of the Information Technology Director or designee. No software may be downloaded, installed, distributed from or copied to these or any other systems without the approval of the Information Technology Director or designee.

Employees must respect the confidentiality of other people's electronic information. Employees should use only their City provided login and password and should not attempt to use other employees' usernames and/or passwords. If the need arises to utilize other user's login names or passwords, this shall only be approved by the Mayor, Information Technology Director, or designee. Use of generic login names on shared computers may be appropriate in certain circumstances but should be approved by the IT Director or designee.

No e-mail or other electronic communications may be sent which attempt to hide the identity of the sender or represent the sender as someone else or from another City.

Electronic media and services may not be used in a manner that is likely to cause network congestion (unless temporarily necessary for a specific job), expose the network to viruses or malware infections, or significantly hamper the ability of other people to access and use the system. The MIS department has the authority to monitor the bandwidth being used and determine if an application being used is causing network degradation and block that application.

Anyone obtaining electronic access to other cities' or individuals' materials must respect all copyrights and may not copy, retrieve, modify, or forward copyrighted materials without their consent.

Employees are responsible for ensuring that data is stored in the proper location to allow for centralized data backups. No business-related data should be stored on the end user's local drive that cannot be easily recreated if lost. User folders on the network are created for each individual for storage and backup. If you have questions about the proper location and storage of business related data, contact the MIS Department.

Viruses and malware (malicious software) are rampant on the internet and great care should be taken to assure City owned computers are not affected. All City owned or provided devices are equipped with anti-virus software where possible; however, the following procedures should be taken to minimize the risk of malicious attacks:

- Do not click on suspicious web sites or links or open any email from suspicious or unknown senders,
- Do not attach external media devices, i.e., flash drives, media players, external hard drives or other external devices unless obtained or approved by the MIS Department or designee.
- Never attach a device with unknown origin to the City network.
- Contact the MIS Department immediately if any virus or malware is suspected.

Violations

Violations of any guidelines listed above may result in disciplinary action, up to and including termination of employment. If necessary, the City will advise appropriate legal officials of any illegal violations.

3:18 Disciplinary Process and Procedures

It is our expectation that all employees will perform their jobs satisfactorily and comply with the City's rules and policies. However, if an employee does not satisfactorily perform their job; violates the City's rules or; in the opinion of the City, interferes with or adversely affects our business; the City may implement progressive disciplinary action.

Some conduct that may result in disciplinary action and/or immediate termination of employment include the following:

- Refusing or failing to carry out reasonable job assignments.
- Using, possessing, or working under the influence of alcohol and/or controlled substances, as defined by federal law, while at work or while "on call" outside of normal work hours.
- Selling or providing drugs or alcohol to any other employee while such employee is on duty or "on call" outside of normal duty hours, or to any other person while on duty.
- Abuse of prescription drugs.
- Carrying a dangerous weapon as defined by the Iowa Code while on duty. Sworn officers of the Waterloo Police Department or tactical medics of Fire Rescue are exempted from this policy.
- Willful, careless, and/or repeated violation of departmental rules, which have been properly posted, standard operating procedures, or any other rules or regulations promulgated by the City.
- Operating City equipment or vehicles without proper license or permit, or in a careless or negligent manner.
- Failure to maintain any required license or permit or failure to notify the City of loss of any such license or permit.
- Theft from another employee or the City, including falsification of your working time.
- Discrimination and/or harassment.
- Provoke or otherwise share justified unfavorable criticism of the City of Waterloo.

- Disregard for safety policies and procedures, including proper use of safety gear, clothing or equipment.
- Failure to maintain a satisfactory attendance record and/or habitual tardiness.
- Failure to report for employment for a period of three (3) consecutive workdays without notice to the City.
- Improper or excessive use of sick leave or other leave.
- Incompetence, inefficiency, or negligence in the performance of duties.
- Conviction of a crime closely or directly related to the ability of the employee to perform their job effectively.
- Fraud.
- Making false statements on a job application or other employment record.
- Any other act which is not in the best interest of the employer.
- Any other illegal conduct at work.

Please note this list is not all-inclusive.

Our progressive discipline policy is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. Our progressive discipline policy is consistent with our City's values, human resources best practices, and employment laws. Our general policy is to take disciplinary steps in the following order:

- Verbal Warning(s)
- Written Warning(s)
- Suspension (paid or unpaid)
- Termination of employment

The City reserves the right, in its sole discretion, to omit any or all of these steps and to repeat, add to, or modify any or all of these steps in any particular situation. The City of Waterloo will take whatever corrective action it determines is appropriate in response to the circumstances of any given situation.

In choosing the appropriate disciplinary measure, we may consider any number of factors including: the seriousness of your behavior; your history of misconduct or performance problems; your employment record; the strength of the evidence against you; your ability to correct the behavior; your attitude about the behavior; action we have taken to respond to similar behavior by other employees; how your behavior affects the City, its citizens, and your co-workers; and any other circumstances related to the nature of the behavior. We will give these considerations whatever weight we deem appropriate. Depending on the circumstances, we may give some considerations more weight than others or no weight at all.

As a reminder, any behavior or action during your 90-day probationary period that falls under our disciplinary process and procedures will be considered on a case-by-case basis and may result in immediate termination of employment regardless of the severity of the behavior or action.

Nothing in this section or in the City's disciplinary policies or procedures changes an employee's right to terminate their employment with the City of Waterloo at any time, with or without notice, for any or no reason, nor does it modify the City's right to terminate any employee's employment at any time, with or without notice, for any reason not prohibited by law.

3:19 Authorization for Designated Subordinate to Take Disciplinary Action in the Absence of the Appointing Authority

Chapter 400 of the Code of Iowa and Chapter IX of the City of Waterloo Civil Service Rules and Regulations expressly empower an Appointing Authority (Department Head) to peremptorily suspend, demote, or terminate the employment of a civil servant for neglect of duty, disobedience of orders, misconduct, or failure to properly perform the person's duties.

The City Council has recognized that all Appointing Authorities of the City of Waterloo are entitled to vacation, sick leave, and other leaves of absence, thereby resulting in the need for a duly-appointed subordinate of each Appointing Authority to possess the authority to administer discipline in the extended absence of an Appointing Authority.

Consequently, the City Council has deemed it necessary to authorize duly appointed subordinates to administer discipline in the absence of an Appointing Authority (Department Head) and has passed a resolution establishing the following:

1. That each Appointing Authority of the City of Waterloo is hereby authorized to designate a named subordinate(s) to assume all rights, powers and responsibilities during an extended absence of the Appointing Authority.

2. That said designated subordinate(s) shall possess the authority to administer discipline under Chapter 400 of the Code of Iowa and Chapter IX of the City of Waterloo Civil Service Rules and Regulations only during the period of time when the Appointing Authority is on an extended absence because of vacation, sick leave, or other similar absence, excluding separation of employment from the City.

3. That said designation shall be effective when the Appointing Authority submits written notification to the Mayor that the Appointing Authority will be absent from the City for a definite period of time, which notification specifically names the subordinate(s) who will assume the duties and responsibilities of the Appointing Authority only during the time so specified.

Section 4: Hours and Pay Policies

4:1 Employee Classifications

All employees are designated as either exempt or non-exempt under federal wage and hour laws. The following is intended to help you understand employment classifications and employment status. Your entitlement to overtime and certain benefits depends on your employee classification(s). It is essential you understand which of these classifications you fit into; it is possible that more than one classification applies to you.

The minimum hours worked requirement to be considered a full-time employee eligible for certain benefits may vary from that listed below. Please refer to Section 7 *Employee Benefits* for more details. For the purposes of compensation, including the calculation of overtime, employee classifications include the following:

Exempt employee: an employee who is exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA). Exempt employees are generally managerial, professional, administrative, or technical employees who hold jobs that meet the standards and criteria established under the FLSA by the U.S. Department of Labor and are paid the same amount for each pay period, or a "salary," regardless of the number of hours worked.

Exempt employees shall have benefit leave banks established, including sick leave, vacation and casual time. Any time off, including partial day absences, will generally be chargeable to one of these leave banks. Pursuant to the principles of public accountability practiced by the City of Waterloo, an exempt employee's pay shall be reduced, or such employee placed on leave without pay, for partial or full day absences for casual reasons, or because of illness or injury when accrued leave is not used by an employee for the following reasons:

- accrued leave has been exhausted;
- the employee has requested and been authorized to use leave without pay; or
- permission for leave has not been sought or has been sought and denied.

Suspensions of exempt employees for disciplinary reasons may not be made for less than a full FLSA work period (a full work week), unless the suspension is for violation of a major safety rule.

Non-exempt employee: an employee whose work is covered by the FLSA and is **not** exempt from the law's requirements concerning minimum wage and overtime. Non-exempt employees will be paid an hourly rate, are eligible for overtime and compensatory time, and may receive a varying amount of compensation for each pay period, based on the number of hours worked and overtime provisions. Please see Section 4:7 "Overtime and Compensatory Time for Non-Bargaining Employees" for more information.

Full-time employee: an employee who is regularly scheduled to work the City's full-time schedule of 40 hours per week.

Part-time employee: an employee who is regularly scheduled to work less than the City's full-time schedule of 40 hours per week.

Civil Service employee: an employee or officer who is appointed to their position under the authority of the Code of Iowa, Chapter 400, and the City of Waterloo Civil Service Rules and Regulations.

Bargaining employee: an employee who is a member of a bargaining unit.

Non-bargaining employee: an employee who is not a member of a bargaining unit.

Regular employee: an employee who is not in a temporary status, is not classified as an intern, and has successfully completed the probationary six-month period.

Probationary employee: an employee who is not in a temporary status, is not classified as an intern, and has not yet successfully completed the six-month probationary period.

Temporary employee: an employee who is hired as an interim replacement to temporarily supplement the workforce or to assist in the completion of a specific project and is scheduled to work either full-time or part-time for a limited duration.

Intern: an individual who meets one or more of the following criteria:

- Is currently enrolled at an accredited college, university, community college, or high school and is engaged in experiential learning in the workplace in return for academic or course credit.
- Is obtaining work experience that is required for professional licensure or certification under the supervision of a licensed or certified professional (e.g., Social Workers, Engineers, Nurses, and Accountants) for a period not to exceed 18 months in duration.
- Is engaging in experiential learning in a profession under the supervision of an appropriate university supervisor or manager for a period not to exceed 18 months in duration.
- Meets the U.S. Department of Labor (DOL)'s current guidelines for unpaid interns and students. See the DOL's webpage entitled "Internship Programs Under The Fair Labor Standards Act" for more information.

4:2 Work Schedule

The Department Head shall determine the specific workday and workweek schedules for each employee within their department based upon the operational needs of the department. For certain bargaining employees, work schedules are outlined in the collective bargaining agreement. Please review your collective bargaining agreement or direct questions to your union representative for more information.

A regular work schedule is normally defined as being five (5) consecutive workdays consisting of eight (8) work hours within a pre-established schedule. However, it is recognized that it may be necessary to establish work schedules other than as defined

above in those departments engaged in continuous operations (where there is regularly scheduled employment for seven (7) days per week and 24 hours per day) or in those departments with special operating needs.

To achieve maximum efficiency, Department Heads should communicate with and attempt to schedule the workload of their staff in a timely manner. Department Heads will attempt to communicate any schedule changes to staff in advance but may not always be able to do so.

4:3 Attendance Expectations

We expect each of our employees to maintain an acceptable attendance record by reporting to work on time and working until the end of their scheduled workday. Your attendance record can be a significant factor in the annual review process, including evaluating your performance and eligibility for raises and promotions. An unsatisfactory attendance record, including frequent tardiness, long lunch breaks, or early departures may be cause for disciplinary action, up to and including termination of employment.

Reporting Absences or Tardiness

The City of Waterloo recognizes that circumstances beyond your control may cause you to be absent from work from time to time. Any foreseeable absence should be scheduled with your Department Head or Supervisor at least one (1) week in advance or as soon as reasonably possible.

If your absence is unexpected, you should notify your Department Head or Supervisor as soon as possible. Phone calls, emails, and text messages are considered acceptable methods of notification; however, employees are responsible for using the notification method that works best for their Department Head or Supervisor. In the absence of a personal conversation, a phone number where you can be reached should be included. Employees are expected to call in each day they are absent, unless a request for a leave of absence has been approved. Failure to notify the City each day prior to the approval will result in those absences being recorded as no-call, no-show absences.

We realize that, on occasion, tardiness also cannot be avoided. In the event this occurs, please report to your Department Head or Supervisor and explain why you arrived late. Frequent absenteeism or tardiness may result in disciplinary action, up to and including termination of employment.

Inclement Weather Policy

The City generally opens and closes at the normal times regardless of weather conditions. While it is anticipated that most employees will report to work regardless of weather conditions, no employee is to endanger their personal health and safety by doing so. If you are unable to report to work, or will be late due to weather, you are responsible for contacting your Department Head or Supervisor, and you will be required to utilize vacation or casual time to cover the absence.

If the City does close due to weather, the Mayor will communicate the closure and payment procedures.

City-Related Events
From time to time, the City of Waterloo may require your attendance at a City-related event outside of your normal schedule. Depending on the nature of the event, your attendance may or may not be mandatory, which management reserves the right to determine. If attendance is mandatory, non-exempt employees will be paid for the time spent at the event, and in certain instances, the time spent traveling to and from the event. See your Department Head or Supervisor for further clarification on eligibility for compensation.

Job Abandonment
Not reporting to work and not calling, emailing, or texting to report the absence is a no-call/no-show and is a serious matter that will be dealt with through our disciplinary action process. Employees who fail to report to work or contact their Department Head or Supervisor for three (3) consecutive workdays shall be considered to have voluntarily abandoned the job without notice, effective at the end of their normal shift on the third day. Exceptions may be made if the absences are later determined to pertain to an emergency situation, such as an FMLA-qualifying absence.

4:4 Break Time for Nursing Mothers
For up to one (1) year after a child's birth, any employee who is breastfeeding their child will be provided reasonable break times as needed to express breast milk. The City of Waterloo has a designated room for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary. If you are a non-exempt employee, breaks of more than 20 minutes in length will be unpaid, and you should indicate this break period on your time record.

4:5 Record of Hours Worked
It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable federal and state wage and hour laws. To ensure that you are paid properly for all time worked and that no improper deductions are made, non-exempt employees must accurately report all work time. You also must not engage in off-the-clock or unrecorded work.

Time records will be reviewed for accuracy prior to processing of each payroll. You must correct any errors brought to your attention prior to the payroll processing, or a corresponding reduction in pay may result until the correction is made and the next payroll is processed.

Any falsification of time keeping records, including recording hours worked for another employee, will result in disciplinary action, up to and including termination of employment.

4:6 Remote Work
Telecommuting allows employees to work at home, on the road or in a satellite location for all or part of their workweek.

The City of Waterloo considers telecommuting to be a viable work option when appropriate based on the job position, and where there is a demonstrated need for worker flexibility. Due to the nature of our work, telecommuting is available only for specific positions at the City of Waterloo. Employees must gain prior approval from their Department Head and Manager to work remotely.

Procedures
Telecommuting can be approved when the Department Head determines it is necessary. Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, natural disasters, health emergencies, special projects or business travel. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Eligibility
Before entering into any telecommuting agreement, the employee and Department Head will evaluate the suitability of such an arrangement, reviewing the following areas:

- **Employee suitability and job responsibilities.** The Department Head will weigh the job responsibilities and determine if the job is appropriate for a telecommuting.
- **Workspace and Equipment.** Telecommuting arrangements should not require a significant investment in specialized workplaces or equipment.

Evaluation of the telecommuter agreement should occur often during the initial work from home period. Evaluation of telecommuter performance should focus on work output and completion of objectives. The manager and telecommuter will communicate at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job.

Equipment and Security
On a case-by-case basis, the City of Waterloo will determine the appropriate equipment needs for each telecommuting arrangement. Equipment supplied by the organization will be maintained by the organization and used for business purposes only. Upon termination of employment, all City property will be returned to the City of Waterloo.

The City of Waterloo will not be responsible for costs associated with the setup of the employee's home office, such as remodeling, furniture or lighting. Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of confidential information accessible from their home office.

Time Worked
Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the City of Waterloo's timekeeping system. Hours worked in excess of those scheduled per day and per workweek require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

4:7 Overtime and Compensatory Time for Non-Bargaining Employees

Overtime compensation is paid to all eligible non-exempt employees in accordance with federal wage and hour laws; exempt employees are not eligible for overtime. Non-exempt, non-bargaining employees are eligible for overtime and compensatory time according to the details listed in this policy.

For certain non-exempt bargaining employees, overtime and compensatory time may be administered differently. Please review your collective bargaining agreement or direct questions to your union representative for more information.

Non-exempt employees shall be compensated at one and one-half (1.5) times their basic hourly rate of pay, plus any supplemental pay such as longevity and shift differential, for all hours actually worked in excess of 40 in a regular workweek (except for sworn police and fire employees subject to the Section 7(k) FLSA exemption). The FLSA workweek shall begin on Saturday and end on Friday for employees scheduled to a traditional seven (7)-day workweek.

Section 7(k) of the FLSA allows state and local government employers to establish a longer work period than the traditional seven (7)-day week for purposes of computing overtime pay for law enforcement personnel and firefighters. The established FLSA period for these employees is a rotating 27-day cycle that can be obtained from HR.

In the event you find it necessary to work beyond your regularly scheduled work hours, you will need to obtain permission in advance from your Department Head or Supervisor. Without such approval, overtime is unauthorized and disciplinary action may apply.

When mutually agreed between the employee and Department Head, eligible overtime may be reimbursed in the form of compensatory time off, up to the maximum amount allowed by FLSA regulations and the collective bargaining agreement, if applicable. For more information, contact your Department Head and/or your union representative.

All hours worked in excess of 40 in a regular workweek (53 hours for fire employees) must be accounted for in the pay period the hours are earned and reported to the Payroll Department on the time card for that pay period.

When a non-exempt, non-bargaining employee has worked more than their regularly scheduled hours at the beginning of a workweek, the Department Head shall make every effort to reschedule the employee's workday or remainder of the workweek in order to avoid an FLSA overtime situation during that week. A non-exempt employee covered by this document may only use accrued compensatory hours for sick leave absences after exhausting all sick leave banks.

When a non-exempt employee is promoted to an exempt position, all compensatory hours in the payroll system will be paid out at the non-exempt position rate of pay on the next payroll date following the promotion.

4:8 Non-Bargaining Salary Policy

For purposes of the annual budget process, the HR Director shall review the salaries for non-bargaining classifications (except those covered below) and submit any recommended equity adjustments and/or general wage increases to the City Council for approval prior to the beginning of the fiscal year.

Requests from Department Heads for temporary individual salary increases to be made outside of the annual budget process shall be submitted to HR for review and approval by the HR Director, Chief Financial Officer, and Mayor.

Requests from Department Heads for permanent individual salary increases to be made outside of the annual budget process shall be submitted to HR for review and approval by the HR Director, Chief Financial Officer, Mayor, and City Council.

The non-bargaining salary schedule is outlined in a separate document maintained by HR.

Library Employees

Salaries for non-bargaining employees of the Library shall be reviewed annually by the Library Director and Library Board. Salaries shall be established by formal approval of the Waterloo Public Library Board of Trustees and stated in the minutes of the meeting.

Waterloo Fire Rescue Battalion Chiefs

There shall be a minimum salary gap of 12% between Fire Captains and Waterloo Fire Rescue Battalion Chiefs.

Waterloo Police Captains

There shall be a minimum salary gap of 12% between Police Captains and the highest-ranking Police Lieutenant.

4:9 Pay Periods and Payday

The City of Waterloo's pay cycle is bi-weekly, and employees will be paid 26 times per year. The City of Waterloo's pay period runs from 12:00 a.m. on Saturday through 11:59 pm on Friday, 14 days later.

Payday is the Friday following the end of the pay period and includes all compensation due during the prior pay period, or "in arrears." If the normally scheduled payday falls on a holiday, employees will be paid on the previous business day.

4:10 Payroll Deductions

In addition to statutory requirements for the withholding of taxes, the City of Waterloo will make deductions from your paycheck when authorized by you and when required by applicable law. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law.

In addition to required tax withholdings, the City of Waterloo is required by law to deduct the following:

- Garnishment: a court order that requires part of the employee's wages be withheld in order to satisfy a debt;
- Levy: a requirement by the federal government which requires part of the employee's wages to be withheld until a debt is satisfied;
- Court-ordered child support; and
- Court-ordered spousal support.

In the event that any of these mandatory deductions from your paycheck will take place, you will receive advanced notification from HR.

Authorization forms for other payroll deductions, such as benefit plan premiums and optional salary deferrals, will be provided to you upon your eligibility for each benefit. Please see the HR Benefits Coordinator to make changes to your voluntary payroll deductions or income tax withholdings.

We make every effort to ensure our employees are paid correctly, and we prohibit deductions that violate the FLSA. Please review your pay stub each time you are paid to make sure it is accurate. If you believe an error has occurred, please contact HR immediately upon discovering the error. Reports of payroll errors and improper deductions will be promptly investigated. If it is determined that an error or improper deduction has occurred, you will be reimbursed.

4:11 Paycheck Distribution

Direct deposit of your paycheck is offered, and encouraged, by the City of Waterloo. If electing direct deposit for your paycheck, on payday you will receive a detailed check stub listing your gross wages, all deductions, and the amount(s) deposited to your bank account(s).

Employees who do not elect direct deposit may pick up their paycheck on payday or may elect to have their paycheck mailed. Consistent with Iowa law, the City of Waterloo requires written authorization to mail a paycheck. Please see HR if you would like to have your paycheck mailed.

Paycheck Cashing

City paychecks cannot be cashed or deposited prior to the date listed on the check. The early cashing or depositing of paychecks causes a number of problems in reconciliation of the City's books. Consequently, any City employee who cashes or deposits their paycheck prior to the date listed on the check will no longer be allowed to receive their paycheck prior to the actual payday.

4:12 Travel and Meeting Guidelines

These guidelines establish the basic policies and procedures for the expenditure of public funds for authorizing attendance, travel and reimbursement of expenses for City employees, elected officials, and appointed members of boards and commissions and

other individuals traveling on City business including the attendance at meetings and all training conferences by all employees and officials. Everyone who travels or attends meetings for City business purposes (or supervises someone who does) is responsible for knowing and following these guidelines.

These guidelines are organized into seven sections:

- General Standards
- Planning an Official Trip
- Travel/Training Authorizations
- Making the Trip
- Incurring Non-Travel Expenses
- Accounting for Expenses

The key documents in the administrative process are the Travel Request (TR) and the Employee Expense Record (EER). Besides ensuring that travel by City employees, elected officials, and Board and Commission members is conducted in accordance with these guidelines, the EER summarizes the total cost of attending conferences, meetings, and seminars and provides documentation for vendor payments and credit card purchases. General instructions for completing and processing this form are also included in these guidelines.

These are overall guidelines for the City. Departments may implement more restrictive guidelines but may **not** adopt any that are more liberal.

General Standards

These guidelines do not require you to take a bus, stay in a cheap motel or eat only in fast food restaurants. They do require you to use reasonably priced transportation and lodging. For example, a bus or a train may cost less than a plane, but the added time away from work can make these slower options more expensive to the City overall. The meal allowances established in these guidelines allow you to eat in moderately priced restaurants.

In all areas, not just economy, you are responsible for exercising good judgment in requesting, arranging and making a trip. It should be thoroughly planned well in advance. Personal business should not be mixed with official business if it will cost the City anything in dollars or lost time, or if it will harm the City's interests in any way.

These guidelines are not intended to address every issue, exception or contingency that may arise in the course of City travel or attendance at meetings. Accordingly, the basic standard that should always prevail is to exercise good judgment in the use and stewardship of the City's resources.

Planning an Official Trip

Who can travel on City business?

City employees, elected officials, board and commission members may all have reason to travel on official City business. In certain cases, others may also travel on behalf of the City (for example, trainers traveling to Waterloo to conduct City-sponsored seminars). As

long as the individual is included in an approved travel request, they are authorized to travel on behalf of the City.

How will you travel?
When planning the transportation portion of your trip, consider all aspects of cost to the City— daily expenses, overtime, lost work time—as well as actual transportation costs. In general, common carrier (bus, train, plane) is the preferred mode of transportation. You should use an intercity bus, train or airplane unless there is a valid reason for using private transportation. For example, use of a City vehicle—especially if two or more employees or officials are traveling together—may be less expensive for travel within the State. However, as noted above, the increased time for automobile transportation—and the potential for lost work time, overtime, or increased lodging costs—should be considered in determining the best mode of transportation. If you need local transportation at your destination, use of public transit such as buses, streetcars and subways is appropriate. You will be reimbursed for these expenses. You will be reimbursed for taxis when public transit or other common carriers are not reasonably available. If a car rental is required, you may use a City credit card or request reimbursement when you return, as long as the use of a rental car is pre-approved.

- **Air Travel**: All air travel on City business should be at the lowest available fare (typically referred to as coach or economy class). Every effort should be made to fly out of Waterloo. If not flying from Waterloo, you must document why you are using another airport and include that explanation with your travel request.

- **Automobile/Mileage**: If you will be driving, you should use a City vehicle if one is available. You may use a City credit card to purchase gasoline in accordance with the City credit card policy or request reimbursement when you return.

  When available, courtesy shuttle services should be utilized between airports and meeting locations. Parking at the airport is reimbursable with the original receipt.

  If a City vehicle is not available, or there is another reason why you should drive your personal car, you may do so with the approval of your Department Head. You will be reimbursed at the current IRS standard mileage reimbursement rate. Commuting miles from your home to City Hall must be subtracted from the miles traveled.

  To drive a privately owned vehicle on City business you must:
  - Possess a valid Iowa driver's license.
  - Carry liability insurance limits required by the City's Insurance Committee.
  - Realize that any damage to the car, needed service, or repair occurring on the trip will be your responsibility, as these costs are included in the City's per mile cost reimbursement.

  In cases where more than one employee is attending the same event, employees will normally be expected to travel together, and mileage reimbursement will be for one vehicle only.

If you choose to use a personal vehicle to attend a conference, the mileage reimbursement will be limited to the lesser of (1) the actual mileage to the conference destination or (2) the equivalent of the most economical airfare.

- **Rental Vehicles**: The use of rental vehicles is not permitted unless there is no other transportation available or when alternate transportation would be more expensive or impractical. When rental vehicles are used, the least expensive vehicle practical will be used. Rental cars may not be used for personal use unless reimbursed. If requesting to use a rental car, a supplemental document should be provided with the travel request explaining the need for a rental car.

When will you go? By what route?
You should schedule your trip so that you leave at the latest reasonable hour and still arrive at your destination on time. You should also return promptly when your business is finished, thereby minimizing the time away from work and ensuring full reimbursement of all related expenses. You should generally take the most direct and commonly traveled routes. Other routes may be authorized when official business requires their use. If you take an indirect route or stop along the way for personal reasons, you will not be reimbursed for related expenses.

What about compensation for travel time?
When travel time exceeds your normal workweek, the City's rules for overtime apply if you are eligible for overtime. In determining overtime compensation, normal commute time should be deducted from the total travel time. Normal commute time is computed as the regular time it takes to drive the distance from your home to the workplace. Additionally, normal unpaid meal periods are not considered work time when you are traveling. Overtime eligibility applies equally to drivers and passengers, and should be granted whether the travel occurs during normal workdays, weekends or evenings.

Where will you stay?
The City will pay for a single room (including taxes and parking) for as many nights as necessary. The accommodations you use should be economical but practical. For example, it is preferable to stay at the hotel where a conference is held, even if that hotel may be slightly more expensive than others in the area. Location is also important: a hotel close to where you will be conducting business may be slightly more expensive than outlying hotels, but it may be easier to achieve the City's travel goals by staying at the closer location. In general, you should stay at the most reasonably priced accommodations available consistent with the purpose and goals of your travel. If you have a question about using a particular hotel, obtain concurrence or direction from your Department Head before making a reservation. When making arrangements for travel, you should always request a government rate.

The City will not reimburse employees for lodging expenses incurred for additional guests in the same room.

Pre-conference lodging will be allowed for travel outside a 90-mile radius of Waterloo and must be identified in the travel request. Starting time is for the actual conference, not

registration or optional tours or conference sponsored events. If travel within the 90-mile radius of Waterloo requires early morning and evening attendance on consecutive days (for example, if meetings run until 10 pm and start again at 7 am), individuals can request consideration for lodging (instead of traveling back to Waterloo daily) through their Department Head.

Should you make reservations?

Whenever possible, you should make reservations. They are often required for large conferences. Upon obtaining the necessary approvals, you can use a City credit card number to confirm reservations. Be sure to cancel any reservations you will not use. If the City is charged for an unused reservation, you will pay that charge unless circumstances requiring cancellation were reasonably beyond your control.

When making lodging reservations, be sure to ask about exemptions from the local transient occupancy tax (TOT or hotel/motel tax): some cities exempt travelers on City business, others don't. You may be able to save up to 14% on lodging costs depending on the local TOT rate. Almost all lodging operators will require an official, written claim for exemption. A sample for this purpose is provided in Exhibit A.

Will the City pay for all expenses incurred while traveling?

- **Miscellaneous expenses**: No. Items of a personal nature are not reimbursable including items such as movies, entertainment, premium television services, alcoholic beverages, dry-cleaning, spas, gyms, barber, magazines, shoe shines, travel insurance, purchase of clothing or toiletries, fines or traffic violations, excess baggage costs, spouse and/or guest accommodations, repairs to personal vehicles, office equipment and other items of a personal nature. Optional tours, banquets or other activities not related to professional advancement offered through a conference as an additional registration cost are solely at the discretion of the employee and will be considered personal expenses.
- **Family members or guests**: Travel arrangements and payment of costs for family members or guests are not eligible for payment by the City. Travel arrangements and payment of costs for family members or guests should be handled directly by the employee unless incidental to the employee's travel. For example, the additional charge for a double room versus a single room may be charged to the City and reimbursed by the employee within 30 days after the travel.
- **Phone calls**: Generally, personal phone calls will not be reimbursed by the City. However, employees will be permitted one five-minute phone call per day when traveling overnight. City-business related calls made by the employee will be reimbursed.

If unauthorized expenses have been paid by the City for any reason, the employee will be responsible for reimbursing the City within 30 days.

Do I need to have travel pre-approved?

Travel/Training Requests

Travel and training requests are required for all out-of-town travel for non-routine business requiring out-of-pocket expenses and for all training conferences. Travel requests are not

required for routine business travel within Black Hawk County or for routine business travel outside Black Hawk County IF no out-of-pocket costs are incurred. They are required when attending in-town training sessions sponsored by organizations other than the City of Waterloo if there is a registration fee or other out-of-pocket cost associated with the training. Travel requests must first be approved by the Department Head. They should then be provided to the Finance Department. Requests of $200 or less will be forwarded to the Mayor's office after budget approval by the Finance Department. Departments should submit travel requests exceeding $200 on the Finance Committee agenda using the Novus agenda system. Travel requests and accompanying voucher requests should be submitted as far in advance as possible so that the necessary approvals are obtained prior to the travel date.

Department heads approving Travel requests are responsible for determining that the cost is reasonable and justified by the trip's purpose. They should be certain that: The purpose cannot be accomplished by mail or telephone.

- The purpose cannot be accomplished by mail or telephone.
- The seminar, meeting or conference is necessary to accomplish key City goals and objectives and is unavailable locally if overnight accommodations are required. A copy of the meeting/conference agenda is required to be provided with the travel request. If not attending the conference at the closest location, an explanation of the reasoning for attending at the requested location should be included.
- The minimum number of City staff members are going. If more than one staff member is attending, an explanation of the purpose for multiple attendees should be provided.
- The itinerary ensures accomplishment of the purpose at the lowest reasonable cost.
- If a rental car is requested, include an explanation of the reason a rental car is needed.
- If not attending a meeting/conference at the closest location, attach an explanation of the reason for selecting the requested location.
- The traveler understands and follows these guidelines.
- There is enough money in the appropriate travel budget to cover the costs.

Ultimately, the responsibility for following these guidelines and exercising good judgment in the use and stewardship of the City's resources rest with each City employee traveling on City business.

What if the travel is an emergency?

In the rare event that you need to travel on City business on an emergency basis and you cannot complete the necessary travel forms prior to leaving, you should have someone in your department contact the Finance Department to make them aware of the emergency travel. The necessary forms should be completed immediately upon your return.

Requests for Payments to Vendors

The City will pay all legitimate expenses of your trip. These include transportation, lodging, registration fees, meals and any other related expenses if they are for official business and fit within these guidelines.

Travel expense reimbursements are submitted by Department Heads to the Finance Department for approval. Travel expense reimbursements for the Mayor and City Council members exceeding $200 must be approved by a member of the Finance Committee in addition to Finance Department approval.

The City's standard voucher system may be used to request vendor payments or employee expense reimbursements. City credit cards may also be used if pre-approval is obtained. The Employee Expense Report should be used when you return to account for your actual travel expenses. A copy of the approved Travel/Training Request form should be attached to any request for payment of expenses related to the travel.

There are three ways to pay for travel expenses: direct vendor payments, reimbursements and by City-issued credit cards. The methods that should generally be used are direct vendor payments and reimbursements to employees. Direct vendor payments are made by the City to an organization to pay for specific costs related to a trip—usually registration fees, lodging and airfare. Reimbursements will be made to employees upon their return from the trip with the submittal of properly documented expenses. Credit cards may be checked out and used pursuant to the City credit card policy. Cash advances are lump sum payments made to you before you leave to cover expenses as they arise on the trip and will not be issued as a standard method of financing travel. They will be permitted ONLY if there are extenuating circumstances.

In the extremely rare event that a cash advance is permitted, the Department Head must review the amount to be sure it is reasonable prior to obtaining authorization from the Finance Department. When you return, you must account for all expenses you incurred, and return the unused portion of the advance. You will be reimbursed the difference if the actual, authorized expenses you incurred exceed the amount advanced. You will be required to reimburse the City for any cash advances taken that exceed actual authorized expenses within ten days of your return.

To obtain either direct vendor payments or reimbursements/cash advances, you must complete the appropriate sections of the Travel Request and attach payment vouchers for all payments. The Travel/Training Request Form is available in in Shared Goodies and is a fillable Adobe (pdf) form. Please make every effort to use the fillable form.

Making the Trip

There are two key "golden rules" to remember about making an official trip:

- Keep it official.
- Keep records for all expenses.

Keeping It Official

If you take time away from official business for personal matters, or if you delay your return after completing your business, you will not be reimbursed for expenses incurred during that time. When combining business and personal travel in this manner, Department Head approval is required. If this extended period occurs during your regular scheduled work hours, the time will be counted as vacation, comp time (if available) or leave without pay.

If you become sick and must delay your return, you will be reimbursed for your additional living expenses (except those directly related to your illness, such as physician or hospital costs) until you are able to return home. You should notify your supervisor as soon as possible if you become ill. The time will be counted as sick leave if it occurs during your normally scheduled work hours, and the City's normal sick leave rules will apply.

Keeping Records for All Expenses

As discussed below under "Accounting for Expenses," you must maintain a detailed record of all expenses incurred during your travel: meals, transportation, lodging, baggage handling, parking fees, registration fees, telephone and any other reasonable and necessary expenses. Original receipts must be submitted for all expenses other than tips. Detailed receipts, not just stubs or credit card charge slips, must be submitted for meal reimbursements.

Meals

Meal expenses will be reimbursed with original detailed receipts up to the following amounts:

When traveling to large cities (as defined in federal CONUS/ OCONUS regulations):	Total: $70.00
When traveling to cities other than those defined as large cities:	Total: $45.00

Receipts are not required for tips. However, City-paid tips are capped at 15% (unless for a group where the restaurant uses a stated gratuity).

The City does not pay for breakfast on the date that the employee departs for travel. For the day that the employee returns home, the evening meal is typically not reimbursed unless the employee will not arrive home until after 8:00 P.M. Because of reimbursement limitations by other agencies or other budget constraints, Department Heads may authorize lower meal allowances.

General

If meals are provided without charge at a meeting or while in transit (meals served on a plane, for example), appropriate deductions must be made from the meal allowance limit.

What if I have medically required dietary restrictions and cannot eat the meals provided at a conference?

The City's standard policy is not to pay for meals eaten in place of meals that are provided during conferences, seminars and similar meetings, since the cost of those meals is included in the registration fee.

However, if an employee has medically required dietary restrictions, upon presentation of a written statement from the employee's doctor, specifying that there are dietary

restrictions that prevent the employee from eating the menu items provided by the conference sponsor, the City will reimburse the employee for menu items approved by the employee's doctor for meals. All other travel policy restrictions continue to apply.

What if the travel or training lasts longer than a period of five days?
On occasions when employees are attending training or traveling on City business for more than a five-day period, accommodations with cooking facilities should be used whenever possible. In that event, meal reimbursements will be paid using a flat fee of $25 per day.

In cases where an employee's travel is longer than a five-day period and includes days that are not either work or class days, the City reimbursement shall follow these guidelines. If it's more economical to pay any additional lodging costs and additional meal costs than to pay travel expenses to return home for those days (typically the weekend), the City will pay the additional costs if the employee chooses to remain at the travel site. If it's more economical to return home for those days, the City will not reimburse the employee for the additional lodging and meals for the non work/class days.

Incurring Non-Travel Expenses
The City will pay expenses incurred for such meetings and hospitality as may, from time to time, be determined by the Council to be appropriate. Costs for such special occasions will be determined by specific Council action authorizing such events.

The City will also pay expenses you incur attending meetings or conferences held locally which do not include travel expenditures.

In addition, the City will reimburse you for costs incurred while at a meeting or other function when such costs are directly linked to the program or subject matter of the meeting. Examples of costs that may be borne by the City include printed materials, tapes or other training material that may be available for sale at the meeting.

<u>Business Meals</u>
Business and working meals are generally not reimbursable expenses. Actual detailed receipts must be provided for such meals. Reimbursement will not be made for alcoholic beverages. An expense report listing the names and titles of all persons attending the business dinner together with the business reason for the event must be completed and filed with Finance in order to receive reimbursement. Travel request forms should be completed to obtain approval for all such meals and food items.

<u>Alcoholic Beverages</u>
City funds should not be used to purchase alcohol or reimburse employees for alcohol related costs. The Council may approve exceptions to this policy on a case-by-case basis for special receptions or other unique circumstances. This discretion applies primarily to non-travel related expenditures such as special receptions, and not to routine travel or meetings by City employees.

Spouses and Guests

Spouses and guests are welcome to accompany you on City travel and at conferences, seminars and meetings. However, any additional costs associated with the participation of your spouse or other guests are your responsibility.

Guests as Passengers in City Vehicles

Due to liability concerns, non-City employees should not ride as passengers in City vehicles when it is not directly related to City business. However, Department Heads may approve exceptions on a case-by-case basis, subject to review by the Insurance Coordinator.

Accounting for Expenses

When you return from your trip or official function, a final accounting of all expenses generally must be approved by your Department Head and submitted to Finance within thirty working days. An expense report is required in all cases—whether the advance and actual expenses are equal, you are eligible for additional reimbursement or you owe money to the City.

The final accounting is made by completing the Employee Expense Report. After completing the expense report, you should attach required receipts, a copy of the approved Travel Request and conference documentation (if travel was to attend a conference), sign the report attesting to its accuracy and submit it to your Department Head for review and approval. If you owe the City for the unused balance of a cash advance, you should pay the amount due to the cashier at your location and attach the cash register receipt to your expense report.

Department Heads approving expense reports are responsible for ensuring that:

- All expenses are reasonable, necessary and consistent with these guidelines.
- Any required receipts are attached.
- The final disposition is correct (balance due employee; balance due City).
- Any amounts due to the City are reimbursed.
- Final accounting of all expenses is submitted to Finance.

Upon approval by your Department Head, the expense report should be processed as follows depending upon the circumstances:

- If the City owes you:
  - The expense report should be forwarded to Finance along with a voucher request for payment to you, a copy of the approved travel request and, in the event that a conference was attended, a copy of conference documentation; the reimbursement will be processed on the next check register.
- If you owe the City:
  - The expense report should be forwarded to Finance with the cash register receipt attached evidencing payment of the amount due.

Section 5: Health and Safety

5:1 Drug-Free Workplace

It is the policy of the City of Waterloo to comply with the Drug Free Workplace Act of 1988 to ensure a drug-free workplace.

Employees are a valuable resource. The City recognizes that use of illegal drugs, controlled substances, or alcohol in the work place is detrimental to City employees. Employees have a right to work in a drug free environment and to work with persons free from the effects of drug and alcohol. Additionally, drug and/or alcohol abuse in the workplace interferes with and reduces the operational efficiency of City government and undermines the public's trust in its functions. Therefore, all employees are expected to comply with the following guidelines.

Procedural Guidelines

1. Employees are required to report to work on time and in appropriate mental and physical condition for work.
2. The City participates in the Substance Abuse Free Environment (SAFE) Program. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance on the City's premises or while in a City vehicle, or while conducting the City's business is prohibited. Violations of this policy will result in disciplinary action, up to, and including, termination of employment. Depending upon the circumstance, other action, including notification of the appropriate law enforcement agencies, may be taken against any violator of this policy.
3. The City recognizes drug and alcohol dependency as an illness as well as a potential health, safety, and security problem. Employees needing help in dealing with such problems are encouraged to use the Employee Assistance Program (EAP).
4. Employees are required to report any conviction under a criminal drug statute for violations occurring on the employer's premises or off the employer's premises while conducting City business. A report of conviction must be made to the employee's supervisor within five (5) days after the conviction.

While the use of medical marijuana has been legalized under Iowa state law, it remains an illegal drug under federal law; therefore, employees may not consume or be under the influence of marijuana while on duty or at work. If you have a valid Iowa prescription for medical marijuana, refer to the City's "Disability Accommodation" policy in Section 3:4 for additional information. Valid Iowa medical marijuana prescriptions are accepted for some employees, **excluding** sworn police employees, sworn fire employees, employees who must bear weapons during the course of their employment, and CDL employees.

Compliance with the terms and reporting requirements of this policy is required as a condition of employment for all employees.

Please see our full "Drug and Alcohol Testing – Commercial Driver's License" and "Alcohol and Drug Abuse" policies for further details.

5:2 Smoke-Free Workplace

In accordance with the Iowa Smokefree Air Act, it is the policy of the City of Waterloo to prohibit smoking in all City-owned buildings and City-owned vehicles in order to provide and maintain a safe and healthy work environment for all employees. Employees who are legally authorized to smoke and use e-cigarettes may do so in designated areas only.

The smoke-free workplace policy applies to:

- All employees, citizens, visitors, vendors, contractors, consultants, and other third party visitors to the City premises.
- All areas of City-owned buildings.
- All City-sponsored, off-site conferences and meetings.
- All vehicles owned, rented, or leased by the City.

Employees who violate the smoke-free workplace policy will be subject to disciplinary action, up to and including termination of employment.

5:3 Safety

The Occupational Safety and Health Administration (OSHA) defines health and safety standards for working conditions, provides for inspections, and requires that companies and employees follow special internal reporting procedures and maintain detailed records of employee occupational injuries and illnesses.

In compliance with OSHA, it is required that every employee assume the responsibility for individual and City safety. It is the responsibility of each employee to conduct all tasks in a safe and efficient manner, complying with all federal, state, and local safety and health regulations; program standards; and with any special safety concerns in a particular area or with a customer. In the event of a workplace accident, injury, or illness, each employee involved is required to participate in the completion of the “Iowa Workers’ Compensation – First Report of Injury or Illness” form, any subsequent investigation into the incident, and any necessary follow-up actions.

Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events, medical crises. In addition, each facility shall have medical supplies such as first-aid kits. Each employee has the responsibility to familiarize themselves with the emergency plans for their working area.

Depending on the nature of your job and the location, you may be required to wear certain personal protective equipment (PPE) such as safety glasses, hearing protection, safety shoes, gloves, or other items throughout your shift or while performing certain tasks. Non-bargaining employees, who are serving in job classification requiring PPE shall have the necessary equipment provided for by the City in accordance with policies and procedures established by HR. Any relevant Safety Data Sheets (SDS) will be available in each location.

Failure to follow City safety and health guidelines; engaging in conduct that places an employee, another individual, or City property at risk; or failure to report work-related

hazards, accidents, injuries, and illnesses can lead to employee disciplinary action, up to and including termination of employment.

Please review our Safety Manual for further details.

5:4 Payment of Prescription Safety Glasses

The City of Waterloo will pay the basic cost of a pair of prescription safety glasses for those employees whose job duties require the use of safety glasses. The policy is as follows:

- An employee may order prescription safety glasses a maximum of once per year. The "year" time period starts to run from the month the employee ordered the last pair of safety glasses.
- The employee must obtain a prescription form from HR before going to his or eye doctor for examination, and the employee must use the licensed optometrist or ophthalmologist designated by the City of Waterloo. There is a payment required from the employee for the cost of the examination and/or fitting costs.
- If payroll deductions are anticipated, the employee will authorize the deduction by signing the prescription form. If the employee is replacing a pair of safety glasses, HR will verify the previous date for purchase of safety glasses.
- An employee may order any eyeglass extras (i.e. transitions, varilux, adapter, hidden bifocal, more expensive frames, tinting, photo chromatic, special coatings, identification plate, etc.). The prescription form will indicate what portion of the cost is to be charged to the employee. This amount will be deducted from the employee's paycheck after the prescription billing is received, usually about one month.
- Safety glass parts damaged due to a work-related incident will be replaced at City cost. Again, only the basic cost will be covered (no extras). If the glasses are damaged beyond repair, they will be replaced with a new pair of glasses and the "year" time period will start to run from the date of order of the replacement pair. Assessment of damages and need for replacement parts or total replacement is at the discretion of the provider. Authorization through HR is required for replacing damaged glasses.

Please contact HR with any questions.

5:5 Police and Fire Uniformed Employees

Police and Fire administrative employees who are required to wear a uniform on a daily basis shall be furnished, at City expense, all clothing (except shoes) and equipment reasonably required in the performance of their duty. The City may provide a cleaning contract for Police and Fire administrative employees who are required to be in uniform on a daily basis.

Waterloo Fire Rescue Battalion Chiefs shall be furnished, at City expense, all clothing and equipment reasonably required in the performance of their duty.

The contract is based on the Collective Bargaining Agreement, and on specifications established by the City in conjunction with the Police and Fire Chiefs and shall, at the option of the City, be re-bid on an annual basis.

5:6 Medical Examinations for Current Employees

The City may require employees to undergo medical examinations when the Mayor or a Department Head determines that the examination is job-related and consistent with business necessity. For example, a medical examination may be required when an employee is exposed to toxic or unhealthful conditions, requests an accommodation for a particular disability, or has a questionable ability to perform essential job functions due to a medical condition. Required medical examinations will be paid for by the City and will be performed by a physician or licensed medical facility designated by the City.

5:7 Waterloo Fire Rescue Bi-Annual Cardio/Pulmonary Examination for Non-Bargaining Employees

Because of the repeated exposure of fire fighters to heat, smoke and toxic fumes, the City agrees to provide, at its expense, a cardiac/respiratory medical examination at least once every two (2) years to eligible employees. Eligible employees are non-bargaining fire fighters over the age of fifty (50).

For certain bargaining employees, cardio/pulmonary examinations may be administered differently. Please review your collective bargaining agreement or direct questions to your union representative for more information.

For eligible employees, the City agrees to provide, at its expense, a cardiac/respiratory medical examination once each year, and a stress test, if determined to be medically necessary. The examination shall be arranged by the City at the medical office or hospital selected by the City and scheduled according to seniority during off duty hours. A copy of the written report of the examination will be placed on file with the employee's medical file. The department's Labor/Management Committee shall review the Bi-Annual Cardio/Pulmonary examination and a new schedule may be established as mutually agreed.

5:8 Reporting and Treatment of Work-Related Injuries

The following procedures must be followed when an employee is injured on the job. All employees, including part time and seasonal, must follow this policy:

1. Report injury immediately to a supervisor or designee whether medical treatment is needed or not. Failure to report immediately could result in denial of the claim.

2. If medical treatment is necessary, report to UnityPoint Allen Occupational Health, 7024 Nordic Drive, Cedar Falls. Office hours are 7:00 a.m. to 5:00 p.m. Monday through Friday. If treatment is required from 5-8 p.m. or on Saturday-Sunday from 8 a.m.-8 p.m., you must go to UnityPoint Clinic Urgent Care, 1655 E San Marnan Dr, Suite H, Waterloo. You will need to sign a release of information at the Clinic. Before or after the hours listed and if your injury needs immediate treatment, you must report to the UnityPoint Allen Emergency Room 1825 Logan Ave, Waterloo. In a life threatening or emergency situation, you can be treated at the closest medical facility. If immediate treatment is not a necessity, you can and should wait until Allen Occupational Health or the Urgent Care Clinic is open.

3. Will be told both verbally and in writing after treatment whether they can return to work. A copy of written report must be given to the Supervisor or HR. The injury claim cannot be processed without the report. The written report will same one of three things:

   A. Return to Full Duty - must return to work immediately unless shift is finished. Failure to report promptly will be considered an unexcused absence and disciplinary action will result.

   B. Restricted Duty - must report immediately to supervisor or designee for further instructions. Failure to report promptly will be considered an unexcused absence and disciplinary action will result. An attempt will be made to find work either within the employee's own department or another department within physical restrictions. If restricted duty work is found, employee has three choices:

      1. Work job as assigned, receiving regular rate of pay.
      2. Go home and use personal sick time or other available benefits.
      3. Go home without pay.

      If released to return to work with restrictions and the shift has ended, must report to the supervisor the next workday at regular shift time for day shift. If the employee's shift is other than day shift must call prior to the beginning of the day shift to find out what the supervisor wants to do. In most cases, a restricted duty job assignment will be made. In some cases, the restricted duty assignment may be a different shift or different workdays.

   C. Off Work - if able, must report to supervisor or designee immediately with the written report from the doctor. If unable to report, must call either the Supervisor or HR. Also, a message can be left anytime, day or night on HR's voice mail.

4. Restrictions placed upon an employee due to a work-related injury are 24-hour restrictions and must be observed both on and off the job. An intervening injury that happens off the job because the employee was not observing the restrictions will negate the work injury claim.

5. No overtime or on call work allowed while on restricted duty status. No exceptions!

6. After a recheck appointment, must report to supervisor or designee with the written report. Recheck appointments or therapy appointments as scheduled by Occupational Health or the therapist must be kept. Not allowed to reschedule an appointment without prior authority from either the Supervisor or HR. Failure to keep appointments without a legitimate reason may result in denial of future coverage for the injury. Doctor visits, work hardening, or therapy sessions scheduled outside of regular work hours will not be paid time.

7. Prescriptions for medication must be filled at Allen Hospital Pharmacy, 1825 Logan, Waterloo (use entrance #2 or #3 on Dale Street) or Prairie Parkway Pharmacy at 5100 Prairie Parkway, Cedar Falls. Except in special circumstances authorized by the HR

Manager, physical therapy, x-rays, lab work or other specialized tests or treatment will generally be scheduled at UnityPoint or its affiliates although we are now also using Athletico for physical therapy.

8. Occasionally, a referral will be made to a specialist. UnityPoint Allen Occupational Health will choose the specialist with approval from HR.

If an employee elects to seek medical treatment for a work-related injury from any health care provider except UnityPoint Allen Occupational Health, UnityPoint Allen Emergency Room, or an authorized referral, the cost for the medical treatment will be the employee's sole responsibility. Health insurance will not cover these costs.

The City of Waterloo's City policy is to accommodate restrictions due to a work-related injury, when applicable. Once an injury has been determined to be work-related, the City of Waterloo will review any restrictions provided by the treating physician. If the employee is temporarily, partially disabled, the City of Waterloo will provide a written offer of suitable work consistent with the employee's disability in accordance with Iowa law. The offer will include the following:

- Description of transitional work hours, duties, and pay rate.
- Details of lodging, meals and transportation, if applicable.
- Notification that the employee has the option to accept or refuse the offer of temporary work.
- Notification that if the employee refuses the offer of temporary work, the employee must communicate that refusal in writing and include the reason for refusal.
- Notification that should the employee refuse the offer of temporary work, during the period of refusal the employee will not be compensated with workers' compensation benefits unless the work refused is not suitable.

The City of Waterloo's City policy regarding non-work-related injuries and illnesses is to not accommodate any restrictions, except those required by law.

5:9 Restricted Duty

The following is intended to define and clarify the City of Waterloo policy on restricted duty work for employees with a work-related injury or illness.

The ultimate goal and objective of restricted duty work is the rehabilitation and recovery of the employee so they can return to the permanent job classification occupied prior to the work-related injury/illness.

Definition of Restricted Duty

Restricted duty is defined as the temporary assignment of an employee to a position or duties other than the ones the employee would normally have performed in their permanently assigned job classification. The restrictions are defined by the treating physician to allow the employee to continue working while recovering from a work-related injury or illness.

Utilization of Restricted Duty Assignments
The City will attempt to create a restricted duty assignment for employees returning to work after suffering a work-related injury/illness under the following circumstances:

- The treating physician designated by the City or its insurance carrier releases the employee to return to work with physical restrictions which would prevent the employee from performing their regular job duties; and
- The City has available tasks or duties the employee is physically able to perform within the restrictions set by the treating physician. These duties may be within the employee's regular department or in another City department.

Restrictions placed upon an employee due to a work-related injury are 24-hour restrictions and shall be followed off the job as well. An intervening incident that happens off the job because the employee was not complying with the restrictions placed upon them by the doctor can negate the work injury claim. An employee shall not be allowed to work overtime while on restricted duty status.

Review of Restricted Duty Assignments
Restricted duty assignments shall be reviewed by HR periodically to ensure the recovery of the employee is proceeding satisfactorily. If, at any time, the employee feels the restricted duty assignment is aggravating the injury the employee must immediately notify the supervisor in the department to which they have been assigned. Alternate duties will be assigned, or the employee will be sent back to the treating physician for evaluation.

Employee Responsibility
The restricted duty work assignment is designed as a temporary tool to allow the employee to continue to work while recovering from a work-related injury/illness. Consequently, restricted duty status does not relieve the employee from complying with City and departmental policies, rules and regulations. An employee on restricted duty is expected to keep all doctor and therapy appointments and will be required to undergo periodic physical examinations by the designated treating physician to determine fitness for regular duty.

The supervisor in the department to which the employee is temporarily assigned and HR must be notified immediately of any change in the employee's condition. If, at any time, the employee cannot report to work, for whatever reason, the employee must notify the supervisor by the designated time.

Employee Rights
An employee who is released by the treating physician for a restricted duty assignment shall have the following options:

- Accept the assignment with no loss of base hourly rate of pay or benefits; however, shift and work days shall be up to the discretion of the supervisor for whom the employee will be working. The employee shall have the right to file a grievance, under the appropriate grievance procedure, over the content of the tasks or duties assigned if the employee believes the assigned tasks or duties are inconsistent with the physical restrictions placed on the employee by the designated treating physician;

- Choose to go home and use personal sick time or other accrued benefits to be paid; or
- Choose to go home and not receive pay.

Per Iowa Code Chapter 85, employees who refuse temporary suitable work may have their Workers' Compensation benefits suspended.

Duration of Restricted Duty Assignments
An employee shall remain in a restricted duty status until one of the following occurs:
- The employee receives a release from the designated treating physician to return to the position previously occupied before the injury or illness occurred; Or
- It is medically indicated the employee has reached maximum improvement with no anticipation of future additional improvement.

An employee on restricted duty who is determined to have reached maximum medical improvement and whose physical restrictions do not allow the return to the normal position or classification shall be eligible for one of the following:
- Elect to fill a vacant non-Civil Service position for which the employee is qualified;
- Test for vacant Civil Service positions for which the employee qualifies;
- Request recall status on the appropriate Civil Service preferred list or non-Civil Service layoff list. Placement on either list will be done in accordance with the City of Waterloo Civil Service Rules and Regulations and the appropriate collective bargaining agreement and will result in the freezing of sick leave payout; or
- Request termination or pension (Police Officers and Fire Fighters) status. Employees in this category are eligible to receive appropriate sick leave and vacation pay outs.

Any employee who has been placed on restricted duty status due to a work-related injury will not be allowed to work more than their normally scheduled number of daily or weekly work hours. This will generally be 8 hours per day (10 hours/day for a few employees) or 40 hours for a specified work week. For example, if an employee is on restricted duty with a Monday through Friday work week and works every day that week, they would not be allowed to work longer than 8 hours any day and could not work Saturday. If that employee worked Monday through Thursday with a Friday holiday, they would be allowed to work Saturday for up to 8 hours if the work was within the restrictions given by the doctor.

Regularly scheduled work days take precedent over holiday or non-scheduled work days. For example, an employee's regularly scheduled work week is Tuesday through Friday, ten hours each day. The employee is placed on restricted duty for the entire week. Monday or Saturday work is available within the employee's work restrictions but neither of those days is a normally scheduled work day. The employee would be required to work Tuesday through Friday, not Monday through Thursday or Wednesday through Saturday.

The City of Waterloo reserves the right to change a non-traditional work schedule of an employee who is placed on temporary restrictions that will extend over more than one week to a Monday through Friday schedule to better accommodate work restrictions (for example, a Water Pollution Control or Sanitation Department employee). Alternately, if

there is work available within an employee's restrictions that can be safely performed during the employee's regular work days/shift, the City of Waterloo reserves the right to keep the employee on their regular work schedule.

An employee who is placed on permanent restrictions will engage in the interactive process with HR to determine whether any reasonable accommodations are available consistent with the Americans With Disabilities Act. Reasonable accommodations may include the employee working other than the normally scheduled work day or work week.

5:10 Police and Fire – Alternate Duty

The ultimate goal and objective of alternative productive duty work is the rehabilitation and recovery of the employee so they can return to the permanent job classification occupied prior to the injury/illness.

Definition of Alternative Productive Duty

Alternative productive duty is defined as the temporary assignment of an employee to a position or duties other than the ones the employee would normally have performed in their permanently assigned job classification. The restrictions are defined by the treating physician to allow the employee to continue working while recovering from an injury or illness.

Utilization of Alternative Productive Duty Assignments

Employees with work related injuries would have priority for working these assignments. The City will attempt to create an alternative productive duty assignment for employees returning to work after suffering an injury/illness under the following circumstances:

1. If work related, the treating physician designated by the City or its insurance carrier releases the employee to return to work with physical restrictions that would prevent the employee from performing their regular job duties.
2. If not work related, the employee's treating physician releases the employee to return to work with physical restrictions that would prevent the employee from performing their regular job duties.
3. The City has available tasks or duties the employee is physically able to perform within the restrictions set by the treating physician. These duties will be within the employee's regular department.
4. No more than two (2) firefighters and no more than two (2) police officers would be allowed to work in these alternative productive duty positions at one time if a non-work related injury or illness. This can be waived on a case-by-case basis and at the discretion of the Fire Chief or Police Chief, as appropriate.
5. For non-work related injuries or illnesses, a specific assignment is not for any guaranteed length of time. In no case will it extend longer than 90 calendar days.

Restrictions placed upon an employee due to an injury are 24-hour restrictions and shall be observed off the job as well. An intervening incident that happens off the job because the employee was not observing the restrictions placed upon them by the doctor can negate a work injury claim. An employee shall not be allowed to work overtime while on alternative productive duty status.

Review of Alternative Productive Duty Assignments
Alternative productive duty assignments shall be reviewed by the HR Department periodically to ensure the recovery of the employee is proceeding satisfactorily. If, at any time, the employee feels the alternative productive duty assignment is aggravating the injury the employee must immediately notify a department manager (Fire- Captain, Battalion Chief, or Chief of Fire Services. Police- Lieutenant, Captain, or Chief). Alternate duties will be assigned, or the employee will be sent back to the treating physician for evaluation.

Employee Responsibility
The alternative productive duty work assignment is designed as a temporary tool to allow the employee to continue to work while recovering from an injury/illness. Consequently, alternative productive duty status does not relieve the employee from complying with City and departmental policies, rules, and regulations. An employee on alternative productive duty is expected to keep all doctor and therapy appointments and will be required to undergo periodic physical examinations by the designated treating physician to determine fitness for regular duty.

A department manager and HR must be notified immediately of any change in the employee's condition. If, at any time, the employee cannot report to work, for whatever reason, the employee must notify the appropriate manager or supervisor by the designated time.

Employee Rights
An employee who is released by the treating physician for an alternative productive duty assignment shall have the following options:
1. Accept the assignment with no loss of base hourly rate of pay or benefits; however, shift and workdays shall be up to the discretion of the department managers.
2. Choose to go home and use personal sick time or other accrued benefits to be paid.
3. Choose to go home and not receive pay.

Duration of Alternative Productive Duty Assignments for Work Related Injuries and Illnesses
If a work related injury or illness, an employee shall remain on alternative productive duty status until one of the following occurs:
1. The employee receives a release from the designated treating physician to return to the position previously occupied before the injury or illness occurred.
2. It is medically indicated the employee has reached maximum improvement with no anticipation of future additional improvement.

An employee on alternative productive duty who is determined to have reached maximum medical improvement and whose physical restrictions do not allow the return to the normal position or classification shall be eligible for one of the following:
1. Elect to fill a vacant non-Civil Service position for which the employee is qualified.
2. Test for vacant Civil Service positions for which the employee qualifies.
3. Request recall status on the appropriate Civil Service preferred list or non-Civil Service layoff list. Placement on either list will be done in accordance with the City of Waterloo

Civil Service Rules and Regulations and the appropriate collective bargaining agreement and will result in the freezing of sick leave payout.
4. Request termination or pension status. Employees in this category are eligible to receive appropriate sick leave and vacation payouts.

Scheduling
Any employee who has been placed on alternative productive work duty status due to an injury or illness will not be allowed to work more than their normally scheduled number of daily or weekly work hours. This will generally be 8 hours per day or 40 hours for a specified workweek.

The City of Waterloo reserves the right to change a nontraditional work schedule of an employee who is placed on temporary restrictions that will extend over more than one week to a Monday through Friday schedule to better accommodate work restrictions. Alternately, if there is work available within an employee's restrictions that can be safely performed during the employee's regular work days/shift, the City of Waterloo reserves the right to keep the employee on their regular work schedule.

An employee who is placed on permanent restrictions that have been accommodated under the Americans Disability Act will be treated on an individual basis if a decision needs to be made whether they will be allowed to work other than the normally scheduled work day or work week.

Summary of Policy As It Relates to Non-Work Related Injuries and Illnesses
1. The employee must have a release for alternative productive work duty from their physician.
2. The release for restricted duty must allow the employee to perform all essential functions of the alternative productive work assignment.
3. Employees with work-related injuries will have priority for working these assignments.
4. The employee will receive their regular rate of pay.
5. No more than two (2) firefighters and no more than two (2) police officers on non-work related restrictions would be allowed to work in these restricted duty positions at one time. This can be waived on a case-by-case basis and at the discretion of the Fire Chief or Police Chief, as appropriate.
6. Work hours will be as assigned by department managers, but most likely they will be from 8 AM to 5 PM, Monday through Friday.
7. A specific assignment is not for any guaranteed length of time, but in no case will it extend longer than 90 calendar days.
8. This is a voluntary assignment.

5:11 Critical Employees Residency
This policy applies to all City of Waterloo employees deemed to be critical municipal employees and to all City of Waterloo Department Heads.

The City of Waterloo recognizes the need to have Department Heads and certain critical municipal employees able and available to respond on an emergency call basis. Those employees deemed to be critical municipal employees include: all ranks of sworn police

officers; engineering and sanitation staff directly involved in flood control; all Street Department personnel except clerical staff; Forestry personnel; Airport maintenance workers; Garage mechanics; Waste Management staff, including Waste Management Technicians; Treatment Operations Foreman; Sewer Maintenance workers; Collections Systems Foreman; Maintenance Mechanics; Maintenance Foreman; Instrument Control Technicians; Instrument Control Foreman; all Traffic Operations personnel except clerical staff; all Building Maintenance personnel; and all Information Technology personnel for the City of Waterloo, the Waterloo Police Department and the Waterloo Public Library.

If called in the event of an emergency, Department Heads and the City's critical municipal employees are expected to promptly report, prepared and ready for work. To ensure that these employees are able to report on a timely basis, it is the City of Waterloo's policy that critical municipal employees who are hired on or after September 1, 2006, must physically reside within the specified radiuses from Waterloo's City Hall as listed below.

Ten (10) Mile Radius
All Engineering, Airport Maintenance Workers, Building Maintenance personnel, Information Technology personnel, Public Library staff must physically reside within a radius of ten (10) miles from Waterloo's City Hall.

Thirty (30) mile Radius
All Street Department personnel, Forestry personnel, Garage mechanics, Waste Management staff (including Waste Management technicians), Treatment Operations Foreman, Sewer Maintenance workers, Collections Systems Foreman, Maintenance Mechanics, Maintenance Foreman, Instrument Control Technicians, Instrument Control Foreman, all traffic operations personnel and all information technology personnel for the Waterloo Police Department must physically reside within a radius of thirty (30) miles from Waterloo's City Hall.

Consistent with the prior residency policy, effective April 7, 2003, City of Waterloo Department Heads who move their location of residence or who are hired after April 7, 2003, must physically reside within the city limits of Waterloo.

Provisions:
1. This residency policy for critical municipal employees is in accordance with Section 400.17 of the Code of Iowa, which permits cities to set reasonable maximum distances outside of the corporate limits of the city within which police officers and other critical municipal employees may live.
2. New critical municipal employees will be provided a reasonable period of time in which to meet the residency requirements of the policy. As the time period may vary depending upon the type of position held, each Department Head with critical municipal employees shall adopt and enforce its own departmental policy specifying the deadline by which a new departmental employee must comply with the City of Waterloo's residency requirement.
3. Maintaining a post office box within the specified radius from City Hall shall not satisfy the requirements of this policy; employees must maintain their physical place of residence within the specified distance. Any critical municipal employee or City

Department Head who fails to comply with this Policy shall be subject to immediate termination of employment, except as hereinafter provided in numbered paragraphs 4 and 6.

4. City of Waterloo critical municipal employees who physically reside outside of a 10-mile radius of City Hall and are residing at such address as of September 1, 2006, shall not be required to comply with the provisions of this policy unless and until they move their location of physical residence. Any such critical municipal employee who moves their location of residence after September 1, 2006, must physically reside within the stated radius from Waterloo's City Hall, consistent with the residency policy effective June 22, 2020.
5. The Police Chief and Department Heads shall be responsible for enforcing this policy with respect to the critical municipal employees within their departments. An area map showing a 10-mile radius and a 30-mile radius from Waterloo's City Hall shall be made available by the Engineering Department to assist in this effort.
6. This policy shall be approved by City Council and become effective on June 22, 2020. This policy shall replace any previous residency policies or Council resolutions and shall remain in effect until replaced by subsequent Council resolution. Any exceptions to this policy regarding the residency of City of Waterloo critical municipal employees and Department Heads must be approved by a majority vote of the Waterloo City Council members.

5:12 Waterloo Fire Rescue – Critical Employees Residency

The purpose of this regulation is to describe the residency requirement for all "Critical Municipal Employee's", as it applies to members of Waterloo Fire Rescue. Furthermore, the purpose of this regulation is to define who these critical employees are among the members of the Department, and the requirements as it relates to residency.

The City of Waterloo, and Waterloo Fire Rescue, recognizes the need to have certain critical municipal employees able and available to respond on an emergency call basis. Those employees deemed to be critical municipal employees, among the members of Waterloo Fire Rescue, include the following: all ranks of sworn Fire Fighters of Waterloo Fire Rescue.

If called in the event of an emergency, these critical municipal employees are expected to promptly report for duty, prepared and ready for work.

To ensure that these employees are able to report for duty in a timely basis, it is the policy of the City of Waterloo, and Waterloo Fire Rescue, that all critical employees who move their location of residence, or who are hired after January 27, 2020, must physically reside within a radius of sixty (60) miles, from the city limits of Waterloo. The Fire Chief can provide a map with the defined radius line limitation upon request.

All City of Waterloo Department Heads who move their location of residence, or who are hired after April 7, 2003, must physically reside within the city limits of Waterloo.

Regulation Provisions

1. This residency policy is in accordance with Section 400.17 of the Code of Iowa, which permits cities to set reasonable maximum distances outside of the corporate limits of the city that police officers, fire fighters, and other critical municipal employees may live.
2. New critical municipal employees will be provided a reasonable period of time in which to meet the residency requirements of this regulation. As the time period may vary depending upon the type of position held, each Department Head with critical municipal employees shall adopt and enforce its own department policy specifying the deadline by which a new departmental employee must comply with the City of Waterloo's residency requirement. For newly hired members of Waterloo Fire Rescue, this deadline is one (1) year from date of the end of probationary period.
3. Maintaining a post office box within the 60-mile radius from the city limits of Waterloo shall not satisfy the requirements of this policy. Employees must maintain their physical place of residence within the specified distance.
4. The Fire Chief shall be responsible for enforcing this regulation with respect to the critical mm1icipal employees within Waterloo Fire Rescue.
5. This policy was approved by City Council and effective on January 27, 2020. This policy shall replace any previous residency policies or Council resolutions and shall remain in effect until replaced by subsequent Council resolution. Any exceptions to this policy regarding the residency requirement must be approved by majority vote of the Waterloo City Council.
6. Any proposed future change to this policy from 60 miles to the city limits of Waterloo to a new proposed distance shall require a council majority vote by Waterloo City Council.

5:13 Violence

The City of Waterloo is committed to maintaining a safe work environment and preventing workplace violence. The City of Waterloo will not under any circumstances tolerate threats, violent acts, or intent to commit a violent act that jeopardizes the safety of employees, other individuals, or any physical assets of the City.

Fighting, horseplay, or other conduct that may be dangerous to others is prohibited. This includes verbal or physical threats, jokes, or offhand remarks about violence that may cause others to feel unsafe, intimidated, anxious, or threatened in the workplace. Other prohibited conduct includes, but is not limited to,

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on the City of Waterloo’s property or while performing City business, except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Employees who have knowledge of or observe potential or actual violence are expected to immediately report it to a member of management. This includes threats by employees, as well as threats by citizens and other third parties. All suspicious individuals and activities should also be reported as soon as possible to your Department Head or Supervisor or the HR Director.

When reporting a threat of violence, please be as specific and as detailed as possible. The City will investigate any complaint of violence promptly and thoroughly, and the City of Waterloo reserves the right to determine if particular actions are considered threatening, violent, or intimidating. The investigation will be conducted as confidentially as possible in light of the circumstances involved.

Our commitment to keeping our employees safe extends to situations of ongoing violence outside of work. Employees should promptly inform the HR Director of any protective or restraining order that they have obtained that lists the workplace as a protected area, or if a restraining order has been granted against them.

Any employee found to be responsible for threats of violence, actual violence, or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment.

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation. Any employee found to initiate, participate, be involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, will be subject to disciplinary action, up to and including termination of employment. If you believe you have been wrongfully retaliated against, immediately report the matter to the HR Director.

5:14 Weapons

Employees are strictly prohibited from possessing or bringing any type of weapon to City workspaces or in City-owned vehicles, whether on or off site.

Weapons do not include small pocket knives and any weapons carried by authorized police officers or security personnel.

Weapons include firearms, knives, brass knuckles, martial arts equipment, clubs, bats, explosives, and any other dangerous or hazardous devices or substances. This includes visible and concealed weapons, even if licensed to carry the weapon. If circumstances require you to bring an item that might qualify as a weapon into City-owned workspaces, you are responsible for receiving prior authorization from your Department Head or Supervisor to bring that item to work.

Anyone who sees a weapon in the workplace is to contact a member of management immediately. If an employee feels there is an immediate danger to someone's safety, including their own, they may contact law enforcement authorities directly.

This policy applies to all employees, visitors, and other third parties. The City of Waterloo reserves the right to inspect, with or without notice, for any business reason, all packages or other items that come onto City premises to ensure compliance with this policy. Any employee found with an unauthorized weapon in the workplace, or who otherwise violates the City's weapons policy, will be subject to disciplinary action, up to and including termination of employment.

Section 6: Time Off & Leaves of Absence

6:1 Vacation for Non-Bargaining Employees

Vacation is earned based on the length of service eligible employees have with the City on January 1st of each year. Eligible employees are non-bargaining employees who are scheduled to work 20 hours or more per week, excluding those who work 29 hours or less per week at the Cedar Valley Sportsplex.

For certain bargaining employees and Waterloo Fire Rescue Battalion Chiefs, vacation may be administered differently. For certain bargaining employees, please review your collective bargaining agreement or direct questions to your union representative for more information. For Battalion Chiefs, please see the heading at the end of this policy for further details.

On January 1 following the date of hire, an eligible employee shall receive a pro-rated adjustment of hours from the schedule outlined below based on the following formula:

> The number of days remaining in the calendar year during which the individual was initially employed is divided by 365 days in the year and that product is multiplied by the applicable number of hours from the vacation schedule below to establish the pro-rated accrued vacation to be taken during the calendar year following the date of hire. On the next January 1, the employee shall receive their normal vacation in accordance with the vacation schedule outlined below:
>
> > Department Heads: 4 weeks = 160 hours
> > Assistant Department Heads: 3 weeks = 120 hours
> > Other Administrative Employees: 2 weeks = 80 hours
>
> Other Administrative Employees
> After 6 years of continuous employment with the City, other administrative employees shall receive 3 weeks of vacation per year.
>
> Other Administrative Employees and Assistant Department Heads
> After 13 years of continuous employment with the City, other administrative employees and Assistant Department Heads shall receive 4 weeks of vacation per year.
>
> All Non-Bargaining Employees
> After 20 years of continuous employment with the City, non-bargaining employees shall receive 5 weeks of vacation per year.

Sworn Police Department employees covered hereunder shall receive their vacation based on a 6-day week (48 hours).

Employees whose vacation benefit increases because of a promotion shall have their vacation calculated as follows: From the date of promotion to the following January 1,

there shall be no increase in the employee's earned vacation because vacation is based on the employee's prior year of service. On January 1 following the promotion, the employee shall receive a pro-rated number of vacation days based on the length of time in the higher position. During each successive calendar year thereafter, the employee shall receive vacation based upon the schedule outlined above.

Employees are encouraged to use their earned vacation during the appropriate calendar year (January 1 thru December 31). If unable to use all of it, a maximum of two (2) weeks of unused vacation may be carried over to the following calendar year with prior authorization; unused vacation time may not be sold back to the City. Department Heads requesting to carry over vacation must receive prior authorization from the Mayor. All other employees desiring to carry over up to two (2) weeks of vacation must receive prior authorization from their respective Department Heads. Unless expressly approved by the Mayor, a non-bargaining employee shall not be allowed to possess more than their normal vacation allowance, plus the two weeks of carry-over vacation. Employees may schedule vacation at a minimum of one-half hour increments subject to applicable departmental policies.

Vacation time may be donated in certain circumstances. Please see Section 6:5 "Voluntary Transfer of Benefits" for more information.

Vacation is not payment for hours worked and is therefore not included in the calculation of overtime. It is recommended that employees keep a personal account of vacation time taken in the event any discrepancies arise.

Upon termination of employment, accrued, unused vacation balances will be paid out on the employee's final paycheck at the employee's base rate of pay at the time of termination.

Accrual of Vacation During Layoff or Leave of Absence
The following absences during a calendar year shall not be considered as days worked for purposes of calculating vacation eligibility and accrual: layoff, non-work-related disability leave, a work-related injury leave of more than 12 months, or an unpaid leave of absence or disciplinary suspension of 30 or more consecutive calendar days. Employees returning from military leave in accordance with the City's Military Leave Policy shall receive seniority credit for the period of their military leave for purposes of entitlement for vacation accrual.

Vacation Time for Waterloo Fire Rescue Battalion Chiefs
Battalion Chiefs receive vacation time subject to the terms and conditions stated elsewhere in this policy, with the exception that they earn vacation based on years of service with the City according to the following table:

1–14 years of service = 216 hours of vacation awarded
15+ years of service = 288 hours of vacation awarded

6:2 Casual Time for Non-Bargaining Employees

Each eligible employee shall receive a deposit of 32 casual hours each fiscal year on July 1. Eligible employees are non-bargaining employees who are scheduled to work 20 hours or more per week, excluding those who work 29 hours or less per week at the Cedar Valley Sportsplex.

For certain bargaining employees, and Waterloo Fire Rescue Battalion Chiefs, casual time may be administered differently. For certain bargaining employees, please review your collective bargaining agreement or direct questions to your union representative for more information. For Battalion Chiefs, please see the heading at the end of this policy for further details.

Employees who begin employment after the commencement of the fiscal year shall be eligible for pro-rated casual leave based on the number of full quarters of employment that they will work in the fiscal year. Employees may also receive unused sick hours as deposits to their casual bank each July 1 for use as casual time in the following fiscal year.

Upon obtaining prior authorization from their Department Head, an employee who has not used all of their casual hours shall be paid for the hours not used, up to a maximum of 48 hours, after the end of the fiscal year.

Casual time may be donated in certain circumstances. Please see Section 6:5 “Voluntary Transfer of Benefits” for more information.

Casual time is not payment for hours worked and is therefore not included in the calculation of overtime. It is recommended that employees keep a personal account of casual time taken in the event any discrepancies arise.

Upon termination of employment, accrued, unused casual time balances will be paid out on the employee’s final paycheck at the employee’s base rate of pay at the time of termination, up to a maximum of 48 hours.

Accrual of Casual Days During Layoff or Leave of Absence

The following absences during a fiscal year shall not be considered as days worked for purposes of calculating accrual of casual days on a one-day-per-quarter basis: layoff, non-work-related disability leave, or an unpaid leave of absence or disciplinary suspension of 30 consecutive calendar days or more.

Casual Time for Waterloo Fire Rescue Battalion Chiefs

Battalion Chiefs receive casual time subject to the terms and conditions stated elsewhere in this policy, with the following exception:

- Upon termination of employment, accrued, unused casual time balances will be paid out on the Battalion Chief’s final paycheck at their base rate of pay at the time of termination, up to a maximum of 68 hours.

- Upon obtaining prior authorization from the Fire Chief, a Battalion Chief who has not used all of their casual hours shall be paid for the hours not used, up to a maximum of 140 hours, after the end of each fiscal year.

6:3 Sick Leave for Non-Bargaining Employees

Sick Leave Earned Prior to July 1, 1984

All unused sick leave accrued by a non-bargaining employee prior to July 1, 1984, has been placed in a frozen sick leave bank. This sick leave bank shall not accumulate but shall remain available for use by the employee after exhaustion of all other sick leave benefits, and shall be payable to the employee as outlined below.

Annual Sick Leave Credit, Accumulation and Distribution

All eligible employees shall be given credit for 8 hours for each month of the fiscal year of usable sick leave hours. These hours will be placed in a bank to be used by the employee in the case of illness. Sick leave shall be granted to a new employee for the month in which employment begins only if they are employed by the 15th of the month. Eligible employees are non-bargaining employees who are scheduled to work more than 20 hours per week, excluding those who work 29 hours or less per week at the Cedar Valley Sportsplex.

For certain bargaining employees and Waterloo Fire Rescue Battalion Chiefs, sick leave may be administered differently. For certain bargaining employees, please review your collective bargaining agreement or direct questions to your union representative for more information. For Battalion Chiefs, please see the heading near the end of this policy for further details.

At the end of each fiscal year, the unused portion of the employee's usable sick leave bank shall be totaled and segregated. Of the segregated total, 25% shall be placed in the employee's casual bank and 75% shall be placed in a sick leave storage bank. Hours placed in the sick storage bank are not eligible for payout under "Frozen Sick Leave Payout" below. A non-bargaining employee who retires during the fiscal year shall not be required to reimburse the City for unearned current year sick leave pay that was paid to the employee as a result of an extended illness or injury disabling the employee during the final fiscal year of employment.

Exclusion of Duty-Connected Injuries

Any absence resulting from a work-related or duty-connected injury shall not be charged to a non-bargaining employee's sick leave accumulation for that year, or to their accumulated reserve of sick leave, unless so authorized by the employee to make up the difference between worker's compensation benefits and the employee's normal gross pay. Worker's compensation benefits paid by the insurance carrier shall be a non-bargaining employee's total entitlement to compensation from the City for a work-connected injury except as outlined above concerning the usage of sick leave and as provided below for police and fire sworn administrative employees. An employee may return to work when the physician states they are able to return to either restricted duty that can be accommodated or full duty. Prior to returning to full duty, the employee shall

obtain a written statement from a physician indicating that the employee is released and is capable of performing all of the essential functions of their position.

Police and Fire sworn administrative employees who are absent due to a duty-connected injury shall be paid compensation directly by the City as though such absence had not occurred. Police and Fire sworn administrative employees who are pensioned because of disability shall receive pension benefits in accordance with Chapter 411 of the Iowa Code.

Illness While on Duty
An employee who becomes ill while on duty and is unable to continue their tour of duty for the day shall be credited for the number of hours actually worked. In order for an employee to be compensated for any hours not worked, the employee shall be required to deduct those hours from their accumulated sick leave.

Use of Other Available Benefits for Illness or Injury
During any absence for an illness or injury that is not duty connected, non-bargaining employees may elect to use their earned paid leave benefits such as vacation, casual days, or compensatory time, after exhausting all accumulated sick leave benefits (usable sick leave, stored sick leave, and frozen sick leave, if any). All employee benefits except for seniority shall be frozen and/or suspended after an employee has been on unpaid leave for 30 days.

Frozen Sick Leave Payout
Upon retirement or voluntary termination of employment, an employee may elect, at their option, in lieu of the total lump-sum payout provided for in subparagraphs (a) and (b) below, to take one-half of the 60% of the employee's accumulated sick leave hours in their frozen sick leave bank to extend their actual termination date. During this period, the employee shall continue to receive their appropriate payroll checks as though employment was continued to the extended termination date. However, the accrual or earning of all benefits, except health insurance, seniority, holiday and longevity payments, shall terminate as of the employee's actual physical departure date. The remaining balance of frozen sick leave shall be paid to the employee in a lump sum as a part of their final payment upon termination. Regardless of the option selected, the payout of frozen sick leave to the employee may not, under any circumstances, exceed more than 60% of the total hours in their frozen sick leave bank.

In lieu of the above option, the employee may elect payout of their frozen sick leave hours in one of the following ways:

a. **Lump Sum Payout**
   Upon termination of employment, any employee with a frozen sick leave bank and a minimum of 15 years of service may receive, in cash remuneration, a sum equal to 60% of their frozen sick leave accumulation adjusted as provided for herein.

b. Annuitization of Frozen Sick Leave Hours

In lieu of the lump-sum payout of frozen sick leave provided above, an individual with a minimum of 800 hours of frozen sick leave may, upon retirement or voluntary termination of employment, select one of the two options outlined below. The employee must select one of these two options at least 30 calendar days prior to the employee's date of retirement or voluntary termination and such decision shall be irrevocable. The payment of frozen sick leave shall be based on the employee's rate of pay at the time of retirement or termination, regardless of the option chosen.

Option #1

An employee may receive an initial lump-sum payout of 25% of the appropriate number of frozen sick leave hours and choose to annuitize the remainder in equal payments over a period of 5 years;

or

Option #2

An employee may choose to annuitize, over a period of 5 years, the entire amount of frozen sick leave hours that are available for payout to the employee.

An employee electing a lump-sum payout, or the 25% lump-sum payout as outlined in Option #1, may either receive the lump-sum payout upon leaving employment or defer payment of the lump- sum payout until the 2nd pay period in January of the calendar year following the employee's date of retirement or termination. The election of when to receive the lump-sum payout must be made by the employee at least 30 calendar days prior to the employee's last day of employment and such decision shall be irrevocable. All lump-sum payouts, regardless of when paid, shall be interest-free.

An employee selecting either option #1 or option #2 above shall receive the same percentage of total sick leave hours paid out as if the employee had selected a lump-sum payout.

An employee electing to annuitize their frozen sick leave payout under either option #1 or #2 above must, prior to the actual date of retirement or termination, select either a monthly, quarterly or annual payment schedule. The initial payment, depending upon the payment schedule selected, shall be made as follows: either (1) at the end of the first full month following retirement or termination and each month thereafter; (2) at the end of the first full quarter following retirement or termination and at the end of each full quarter thereafter; or (3) within one month from the date of retirement or termination and each year thereafter. The payment schedule selected cannot be altered after the payments commence. Under both options, the first payment that an employee receives shall be without interest. Thereafter, the employee shall receive equal installments based on the interest rate established and the payment schedule selected.

The interest rate to be received by the individual shall be the interest rate paid by the City in the most recent general obligation bond sale for maturities of 5 years

held prior to the employee's actual date of retirement or termination. Once established, the interest rate for each employee will not be altered during the life of the payments.

Each employee shall be required to sign an agreement outlining the payment schedule and acknowledging the interest rate established. In addition, the employee will be required to designate, in case of death prior to the last payment, a beneficiary. The beneficiary, upon the death of the retiree, will have 30 calendar days to elect either continuing payments or a lump-sum payment. Failure to make an election within 30 days will result in the processing of the remaining available sick leave hours in the form of a lump-sum payment.

An employee whose employment is terminated by the City shall not be eligible for either option #1 or #2 and shall receive a lump-sum payout of their adjusted frozen sick leave bank.

Pay Out of Frozen Sick Leave While Still Employed

In addition to the lump-sum payout option and the annuitization option available to an employee at the time of retirement or voluntary termination, an employee still employed by the City will have, effective December 1, 2000, the following available options for payment of the frozen sick leave hours:

1) Effective December 1, 2000, through December 15, 2000, and each December 1 through December 15 thereafter, an employee may elect to convert the 60% payable portion of their frozen sick leave bank to compensatory time, so long as the hours converted do not exceed the compensatory bank cap of 480 hours allowed for public safety employees or 240 hours allowed for all other non-bargaining employees. The conversion of frozen sick leave hours to compensatory time is a one-time election. An employee who elects this option and has less than 100 hours of the 60% frozen sick leave hours remaining may request to have the 60% of the remainder paid out as soon as administratively possible and 40% placed in their storage bank. An employee who has more than 100 hours of the 60% frozen sick leave bank remaining after contribution to the compensatory bank shall have these remaining hours paid out at the time of resignation, termination or retirement. The 40% non-payable portion of the frozen sick leave hours will be placed in the employee's sick leave storage bank and will be available for use but will not be eligible for payout.

2) Effective December 1, 2000, through December 15, 2000, and each December 1 through December 15 thereafter, an employee who has 600 hours or more in their frozen sick leave bank may elect to receive the 60% payable portion of frozen sick leave hours in 104 equal installments to be paid out over a period of 4 years starting with the first full pay period of the following July. The employee will receive these payments as a miscellaneous adjustment to the employee's regular paycheck at the rate of pay that the employee is receiving at the time the employee elects this option. The payments will be subject to federal and state tax. Once an employee elects this option, it is irrevocable, and they must continue with the series of payments until they are completed. If the employee resigns, terminates employment, or retires prior to the

last payment, the remaining hours will be paid out in a lump-sum payment. The 40% non-payable portion of the frozen sick leave hours will be placed in the employee's sick leave storage bank and will be available for use but will not be eligible for payout.

Example of Conversion of Frozen Sick Leave Bank:
1000 hours of frozen sick leave x 60% payable = 600 hours.
600 hours divided by 104 pay periods = 5.77 hours payable per pay period at the employee's rate of pay at the time this option is elected.

3) Effective immediately, an employee who has formally declared in writing their intention to retire may elect a bi-weekly payout option of their frozen sick leave while still employed. In order to be eligible for this option, the employee's retirement must take place within the same fiscal year as the written notice of intent to retire. The hours to be paid bi-weekly will be calculated by reducing the frozen sick leave by 60%. This hourly total will then be divided by the number of pay periods that will occur between the employee's written declaration of intent to retire and the actual date of retirement and the hours multiplied times the employee's hourly rate of pay at the time the employee declared their intention to retire to determine the amount to be received bi-weekly. The employee shall continue to receive the bi-weekly payments through the pay date that includes the date the employee selected in their written declaration of intent to retire. The payment shall be made at the same pay rate the employee was receiving at the time they declared their intention to retire. Once an employee begins receiving the bi-weekly payments, the employee's decision to retire and the date of retirement is irrevocable. In addition, the employee will be required to designate, in case of death prior to the last payment, a beneficiary. The beneficiary, upon the death of the retiree, shall have 30 calendar days to elect either continuing payments or a lump-sum payment. Failure to make an election within 30 days will result in the processing of the remaining available sick leave hours in the form of a lump-sum payment.

   An employee whose employment is terminated by the City shall not be eligible for either option #1 or option #2 and shall receive a lump-sum payout of their adjusted frozen sick leave bank.

Pro-Rated for Part-Time Return
If a Department Head (or the Mayor in the case of a Department Head) determines that an ill or injured employee may return to work part-time and the part-time status extends longer than thirty (30) calendar days, all benefits payable or accruable under this policy shall be pro-rated on the same basis as the employee's part-time hours bear to full-time employment.

Sick Leave for Family
The City shall comply with its Family and Medical Leave Act Policy in a situation where the member of an employee’s family is suffering from a serious health condition.

Donation
Sick time may be donated in certain circumstances. Please see Section 6:5 “Voluntary Transfer of Benefits” for more information.

Sick Leave for Waterloo Fire Rescue Battalion Chiefs
Battalion Chiefs scheduled for 24-hour shifts receive sick days subject to the terms and conditions stated elsewhere in this policy, with the exception that they receive 144 hours of sick leave per calendar year.

A Battalion Chief’s sick leave will not be segregated and split until the sick storage bank reaches a minimum of 1500 hours. When the 1500 minimum balance is met, any unused sick hours from the recently completed fiscal year will be segregated and split with a 75% deposit to the casual bank and a 25% deposit to sick storage. The recalculation of the sick bank will occur annually in July.

Verification and Penalty for Abuse
In the event the City shall have reason to suspect that an employee is abusing the use of sick leave benefits, the City shall have the right to request documentation from an appropriate medical professional to substantiate the employee's need for using sick benefits. In the alternative, the City shall have the right to request that the employee submit to an examination by a physician of the City's choice (and at the City’s expense) for purposes of verifying the illness or injury submitted by the employee as the basis for using sick leave benefits.

Should the City determine that an employee is abusing their sick leave benefits, the City shall have the right to take appropriate disciplinary action up to and including forfeiture of those sick leave benefits discovered to have been abused, suspension from employment, and/or termination of employment.

6:4 Waterloo Fire Rescue Battalion Chiefs – Fire Management Days

The City agrees to establish an allowance of seven (7) days off each calendar year with regular pay, known as Fire Management Days, for Battalion Chiefs who are subject to the Fair Labor Standards Act (FLSA) 7(k) exemption. These days shall not be accrued, rolled over, donated, nor paid out at retirement or termination of employment, for any reason.

6:5 Voluntary Transfer of Benefits

This policy provides a means for eligible employees to donate benefit time on an anonymous basis to another employee who has exhausted available resources and who needs a helping hand. The policy applies to regular full-time/part-time employees regarding transfer of benefits to another regular full-time/part-time employee who has exhausted all available paid leave and who provides a signed statement from a doctor regarding the employee’s need to be absent from work for a minimum of two (2) weeks. This policy does not apply to temporary or seasonal employees.

Employees who voluntarily elect to make a contribution may donate eligible PTO hours to any qualifying employee subject to the following conditions:

- An employee who has exhausted available paid leave and who has been on leave for at least two (2) weeks due to a medical condition for themselves or for a member of their immediate family may qualify to receive donations of benefit time.
- An immediate family member is defined as spouse, child, or parent as such terms are defined by the Family and Medical Leave Act, as amended from time to time.
- An employee who needs assistance must submit a request in writing to HR.
- The request for assistance must include a signed statement from a doctor regarding the employee's need to be absent from work.
- A committee consisting of the Chief Financial Officer, the City Clerk, and the HR Director will review the request for assistance on a confidential basis.
- HR will issue a notice of request to receive donated leave to all departments regarding an employee's need for assistance without publicly identifying the employee, unless the employee expressly waives their rights to anonymity.
- HR will notify affected Department Heads as appropriate regarding donations that have been approved for a transfer of benefits.
- An employee who voluntarily elects to make a donation may contribute an amount up to 25% of currently available vacation/scheduled leave, sick current leave or personal leave in increments of a complete hour.
- Notice of intent to make donations must be submitted directly to HR on a form provided for this purpose.
- HR will administer the donated leave program, keeping all donations confidential except where disclosure is required for auditing purposes or as required to by law.
- Donations will be deducted from a donor's bank and added to the recipient's bank in an amount not to exceed the number of hours needed by the recipient for the current pay period.
- All donations will be treated as hour for hour.
- Donated hours may not be used to count towards the accrual of any benefits, except for seniority and health insurance.

Such exceptions to existing policy will be submitted to the Mayor for final approval following review by the Chief Financial Officer and HR Director.

6:6 Holidays for Non-Bargaining Employees

The City of Waterloo recognizes the following days as holidays and pays eligible non-bargaining employees for time off on these days. Eligible employees are non-bargaining employees who are scheduled to work 20 hours or more per week, excluding those who work 29 hours or less per week at the Cedar Valley Sportsplex. Eligible part-time employees who work between 20 and 40 hours will have their holiday pay pro-rated based upon the number hours they are regularly scheduled to work. Temporary employees and part-time employees who work less than 20 hours per week are not eligible for holiday pay.

For certain bargaining employees and Waterloo Fire Rescue Battalion Chiefs, holidays may be administered differently. For certain bargaining employees, please refer to the collective bargaining agreement or contact your union representative with questions. For Battalion Chiefs, please see the heading at the end of this policy for further details.

If a holiday falls on a weekend, it will be observed on the adjacent Monday or Friday.

- New Year's Day
- Martin Luther King, Jr. Day (3rd Monday in January)
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Friday after Thanksgiving
- Day before or day after Christmas Day (at City's discretion)
- Christmas Day
- Employee's Birthday*

*An employee's birthday/holiday may be scheduled on the actual birthday, or on another mutually agreeable date after the birthday has occurred.

Except for sworn police officers and sworn fire fighters covered by this document, Easter Sunday shall not be considered a holiday unless the employee is regularly scheduled and actually works the holiday.

A non-bargaining employee who is required to work on any of the holidays shall receive an additional day off, or if agreeable between the employee and the Department Head, eight (8) hours of pay.

In the event that a holiday falls within an employee's paid time off, they shall not be charged for the day off that is the holiday. No holiday pay shall be given if the actual date on which the holiday is being celebrated occurs while an employee is on layoff, a work-related injury leave of more than 12 months, an unpaid leave of absence of 30 or more consecutive calendar days, or a disciplinary suspension.

From time to time, the City may select a certain day as a special holiday for City Employees. Only the Mayor has the authority to designate special holidays.

Beginning on the first day of employment, eligible employees will receive holiday pay based on the number of hours regularly scheduled to work on that holiday. Holiday pay is not considered hours worked and is therefore not included in the computation of overtime.

Holidays for Waterloo Fire Rescue Battalion Chiefs

Battalion Chiefs receive paid holidays subject to the terms and conditions stated elsewhere in this policy, with the following exceptions:

- In lieu of receiving holiday days off according to the holiday schedule listed above, a Battalion Chief scheduled to work 24-hour shifts shall receive 96 hours of Fire Holiday time.
- Additionally, Battalion Chiefs shall receive a $250 stipend for working on a scheduled holiday.

6:7 Jury Duty and Witness Duty

The City of Waterloo encourages employees to fulfill their civic responsibilities by serving jury duty when required. While it is the duty of every citizen to serve on a jury when called, the City of Waterloo recognizes that this often means the loss of income.

Both regular full-time and benefit-eligible part-time employees, including those in their probationary period, who are called to serve on a jury will be paid jury duty pay. Jury duty pay is the difference between their straight time base rate of pay for all hours missed due to jury duty and the amount received from the court. Employees will need to provide proof of payment from the court before compensation for jury duty will be paid.

Employees must present any jury summons to their Department Head or Supervisor on the first working day after receiving the notice, obtain a jury duty work release from the courthouse, and submit the release to HR in order to be paid for their time. The employee must also sign their check from the court over to the City Clerk's Office.

If an employee is not required to serve on a day they are normally scheduled to work or is excused from jury duty prior to the end of their normal workday, they are expected to report to work. Such time off shall be counted as time on duty for purposes of seniority and accrual of benefits. However, jury duty pay is not payment for hours worked and is therefore not included in the calculation of overtime.

Witness Duty Pay

The City of Waterloo will pay exempt employees their full salary for any week in which work was performed, if subpoenaed to appear as a witness in a court proceeding. Benefit-eligible non-exempt employees will be paid their straight time base rate of pay for all hours missed due to witness duty. Employees are expected to report to work when excused by the court prior to the end of their normal workday. Employees are also expected to report to work on any day(s) the employee is not required to report for witness duty. If you have received a subpoena, please notify your Department Head or Supervisor.

6:8 Bereavement Leave for Non-Bargaining Employees

In the event of the death of an immediate family member, the City shall allow an eligible non-bargaining employee leave of up to four (4) working days (one 24-hour shift for most fire personnel), with pay at the employee's regular straight time rate, for purposes of grieving the death of the family member. Eligible employees are non-bargaining employees who are scheduled to work 20 hours or more per week, excluding those who work 29 hours or less per week at the Cedar Valley Sportsplex.

For certain bargaining employees and Waterloo Fire Rescue Battalion Chiefs, bereavement time may be administered differently. For certain bargaining employees, please refer to the collective bargaining agreement or contact your union representative with questions. For Battalion Chiefs, please see the heading at the end of this policy for further details.

For purposes of this policy, "immediate family members" shall include the employee's spouse, child (including an unborn child carried by the mother or by surrogate), sibling,

step-parent, grandparent, grandchild, son-in-law, daughter-in-law, parent-in-law, brother-in-law, sister-in-law, foster parent, foster child, step-child, the employee's aunt or uncle, or the grandparent of the employee's spouse.

When the funeral is to be held outside the state of Iowa, or complications arise in making funeral arrangements due to unusual circumstances, additional days off may be taken subject to the approval of the Department Head, Supervisor, and/or Mayor. Additional days taken by the employee shall be deducted from an employee's accrued and unused vacation or casual days. In any event, no more than ten (10) days' leave shall be granted for any one (1) funeral.

An employee intending to use bereavement leave shall give notice of such intention to their Department Head (or to the Mayor in the case of a Department Head) as soon as reasonably possible after the decision is made to do so. Failure to give such notice may result in disapproval of paid funeral leave for the absence.

The purpose of bereavement leave is to provide an employee the opportunity to attend a relative's funeral. If requested, the employee shall provide the City with verification of their attendance at the funeral. If there is no funeral held for the deceased, the City reserves the right to request verification of the death and/or an attestation of the familial relationship. In the event an employee is already on a leave of absence or taking paid leave such as vacation at the time of an immediate family member's death, bereavement leave may not be substituted for such paid or unpaid leave.

Bereavement leave pay is calculated on an employee's base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, overtime, or shift differentials. Paid bereavement leave is not payment for hours worked, and therefore does **not** count as hours worked in the computation of overtime.

Funeral Leave for Fellow Department Employee or Retired Employee
In the event of the death of a fellow department employee, employees of that department shall be allowed four (4) hours off work, with pay, to attend the fellow employee's funeral, except in cases of emergency where it is necessary to maintain an appropriate level of City services as determined by the Department Head.

An employee shall be allowed up to two (2) hours off work, with pay, to attend the funeral of a retired departmental employee if the employee requesting the leave worked in the same department during the same time period or a portion thereof as the deceased. This request may be denied by the Department Head in cases of emergency or when it is necessary to maintain an appropriate level of City services.

Funeral Leave for Waterloo Fire Rescue Battalion Chiefs
Battalion Chiefs receive funeral leave subject to the terms and conditions stated elsewhere in this policy, with the exception that they receive 24 hours of funeral leave for the death of an immediate family member who resides in Iowa, and 48 hours of funeral leave for the death of an immediate family member who resides outside of Iowa.

6:9 Leaves of Absence

Leaves of absence for qualifying reasons will be granted to eligible employees on an individual basis. Illnesses, disability, and military service are examples of qualifying reasons for a leave of absence. If you feel you need to request a leave of absence, HR can help clarify your eligibility for leave and available types of leave.

Employees are expected to notify the City each day they are absent until the request for a leave of absence has been approved. Failure to notify the City each day prior to the approval will result in those absences being recorded as no-call, no-show absences. Refer to Section 4:3 "Attendance Expectations" for more information on attendance expectations.

Because the presence of each employee is important to the operation of our business, except where mandated by law, the City of Waterloo cannot guarantee that benefits will continue or that your position will remain open past the agreed upon period of leave, unless prior written approval for an extension is granted.

6:9:A Military Leave

This policy applies to all City of Waterloo employees who are members of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service, except for those employed on a temporary basis by the City for six months or less.

It is the policy of the City of Waterloo to grant a partially paid leave of absence for military service, training, or related obligations in accordance with applicable law, to City employees who are members of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service. In accordance with Iowa law, this policy does not apply to temporary employees employed by the City for six (6) months or less.

The City shall provide paid leave to the employee during the first thirty calendar days (individuals working 24-hour shifts shall receive paid leave during the first ten days) of required military leave each calendar year at the employee's base rate of pay. Any remaining military leave for the calendar year shall be unpaid leave unless the employee elects to substitute their accrued paid leave time (*e.g.,* vacation, personal days, etc.) for unpaid leave. An employee may not use accrued sick leave while on military leave.

To qualify for reemployment rights following military service, an employee must meet the following five eligibility criteria: (1) the employee must have left a civilian job; (2) the employee must have given notice that they were leaving to perform military service; (3) the cumulative period of service must not have exceeded 5 years (there are some exceptions); (4) the employee must have been released from service under honorable or general conditions; and (5) the employee must report back to work or apply for reemployment within the time constraints prescribed by law.

At the conclusion of the military leave and upon satisfaction of the reemployment eligibility criteria set forth by law, an employee generally has a right to return to the position they

would have held had they remained continuously employed, if qualified, or to a comparable position in terms of like seniority, status and pay that the employee is qualified to perform.

Provisions:

1. Requests for Leave for Active or Reserve Duty. Upon receipt of orders for active or reserve duty, an employee should notify their Department Head as soon as possible (unless they are unable to do so because of military necessity or it is otherwise impossible or unreasonable).

2. Leave for Training and Other Related Obligations. Employees will be granted time off for military training (normally 14 days plus travel time) and other related obligations, such as for an examination to determine fitness to perform service. Employees should advise their Department Head of their training schedule and/or other related obligations as far in advance as possible.

3. Partial Paid Leave. Under Iowa law, a public employee is entitled to a leave of absence from civil employment without loss of pay during the first thirty (30) calendar days of such leave of absence. An employee off work for military training or active duty shall receive paid military leave (beginning with the first day of absence from work), for those days they would normally have been scheduled to work during the first 30 calendar days of absence or until the employee returns to work, whichever shall first occur. In the event the employee has already received one or more days of paid military leave during a calendar year, the 30-day calendar period shall be shortened by those number of days. When the employee occasionally needs military leave for weekend drills, the employee shall receive paid military leave for each day that they are unable to work their regularly scheduled work day as long as the maximum 30-day calendar period has not yet been exhausted.

4. Benefits While on Leave. During a military leave of less than 30 days, an employee is entitled to group health plan coverage under the same conditions as if the employee had continued to work. For unpaid military leaves of more than 31 days, an employee may elect to continue their health plan coverage under COBRA for up to 18 months after the absence begins, or for the period of service plus the time allowed to apply for reemployment, whichever period is shorter.

   An employee's accrual of benefits such as vacation, personal days, sick leave, etc., shall be frozen after 31 days of unpaid leave.

5. Return from Military Leave. An employee returning from military leave must report to work or request reemployment within the time period specified below based upon their length of service or the employee shall forfeit their right to reemployment. In any event, the employee's absence from a position for military service may not exceed five years.
   A. An employee who served for less than 30 days or who reported for a fitness to serve examination, must provide notice of intent to return to work at the beginning

of the first full regular scheduled work period that starts at least eight hours after the employee has returned from the location of service.

B. An employee who served for more than 31 days but less than 180 days, must submit an application for reemployment no later than 14 days after completing their period of service, or, if this deadline is impossible or unreasonable through no fault of the employee, then on the next calendar day when submission becomes possible.
C. An employee who served for more than 181 days must submit an application for reemployment no later than 90 days after the completion of military duty.

An employee injured during military service must submit their application for reemployment at the end of the employee's recovery period, which may not exceed two years beyond the deadline stated above for submitting an application for reemployment based upon the employee's length of military service.

6. Required Documentation. An employee whose military service was for more than 30 days may be required to provide documentation upon their return (unless such documentation does not yet exist or is not readily available) showing the following: (1) the application for reemployment is timely (*i.e.* submitted within the required time period); (2) the period of service has not exceeded five years; and (3) the employee received an honorable or general discharge.

7. Status of Seniority and Benefits Upon Return. An employee who satisfies the reemployment eligibility criteria established by law and returns to their employment with the City of Waterloo shall accrue seniority, and all rights and benefits determined by seniority, as if they had been on the job during the period of military service. Upon returning from leave, the employee shall be entitled to be placed in a position with all pay increases, promotions and other benefits that would have been awarded or earned had the employee not been away for military service. In the event an employee takes an unpaid military leave, their paid leave benefits for the year during which the unpaid leave occurred shall be pro-rated based upon the period of time the employee was in pay status during the year.

8. Interpretation. This Policy is intended to comply with the Uniformed Services Employment and Reemployment Rights Act, Code of Iowa Chapter 29A, and Iowa Administrative Code Chapter 581. Where questions arise in regard to the provisions of this policy or its application, the actual provisions of these laws and regulations shall be controlling.

6:9:B Waterloo Fire Rescue – Military Leave

The intent of this policy is to comply with all applicable laws, rules and regulations and to provide support for employees who choose to serve as members of the Armed Forces Reserve and the National Guard. It is the policy of the City of Waterloo to provide military leave for its employees in compliance with Section 29A.28 of the Code of Iowa and the Uniformed Services Employment and Reemployment Rights Act (USERRA).

1. Eligible Employees:
   A. Employees, other than those temporarily employed for six (6) months or less, who are members of a qualifying uniformed service, such as a national guard, organized reserves or any component part of the military, naval, or air forces or nurse corps of this state or nation may be entitled to a leave of absence from City employment for the period of such active state or federal services without loss of pay during the first 30 days of such leave of absence.
   B. Non-regular employees are not eligible for military leave benefits. However, all employees regardless of status will be afforded unpaid military leave upon request.

2. Days Allowed:
   A. For qualifying leave, the first 30 days are defined as 30 calendar days and not 30 working days. Eligible employees will receive pay for any regularly scheduled workdays that would have occurred within the first 30 calendar days of a qualifying military leave of absence.
   B. Any leave beyond 30 days will be unpaid military leave. However, consistent with existing policy, an employee may request the Fire Chief to allow them to use vacation, compensatory time, or trade time in lieu of unpaid military leave.
   C. 24-hour Shifts: For Fire Department employees working 24-hour shifts, paid military leave shall be determined based on an hourly basis with 240 hours available for said leave per calendar year.
   D. 24-Hour Shifts: Unused military hours during a calendar year are not allowed to be carried over to the next calendar year. However, the annual hours shall be available at the first of the year.

3. Types of Military Leave (Generally Defined)

   USERRA applies to service members ordered to military service under any provision of Title 10 or Title 32, and applies whether such duty is voluntary or involuntary. USERRA applies to any civilian employer, regardless of size, and to Federal, State, and local governments. The following are examples of approved types of leave:
   A. Annual Training. In most instances annual training is referred to the two (2) week annual training military leave. Employees shall provide notice to their Battalion Chief as far in advance as is reasonable.
   B. Monthly Training. All employees are requested to submit their schedule of monthly drill dates from the unit assigned at the earliest possible date. Employee is allowed to return to their schedule 24-hour shift after being released from duty on weekend drills.
   C. Additional Training. Employees who elect to perform additional training shall submit orders from appropriate military authority as soon as orders are received.
   D. Activation. Employees ordered to active military duty shall submit a request for military leave of absence to the Fire Chief at the earliest possible date.

4. Eligibility for Military Leave/Re-employment (USERRA 4312)
   If a member leaves his civilian job to perform military service, they are entitled to return to that employer, with accrued seniority, provided they meet the following five eligibility criteria:

A. The service member held a civilian job, full-time or part-time, which was not a temporary position, before beginning the period of military service.

B. The service member gave notice to the employer that they would be leaving for military training or service. The notice may be written or oral, but must be given in advance, unless impossible, unreasonable under the circumstances, or precluded by military necessity.

C. The member's military service leaves do not exceed the five-year cumulative limit for that employer. However, some types of military service (e.g., required drills and training for National Guard/Reserve members, and service during mobilization in a time of war or national emergency) are excluded when computing the five-year limit.

D. The member is released from military service with an Honorable or General (Under Honorable Conditions) Discharge.

E. The member reports back to work, or makes a written or verbal request for reemployment, with the following time frames:

   For military service of 30 consecutive days or less, the member must report back to work on the next regularly scheduled work period after transportation home plus an 8-hour rest period.

   For military service from 31-180 days, the member must report for work or apply for reemployment not later than 14 days after completion of service.

   For military service of 181 days or more, the member must report for work or apply for reemployment not later than 90 days after completion of service.

6:9:C Family and Medical Leave Act (FMLA)

As an employee of the City of Waterloo, you may be eligible to take unpaid Family and Medical leave under the FMLA. This section provides a general description and an introduction to the rights and provisions of the federal FMLA. In the event of any conflict between this section and the applicable law, employees will be afforded all rights required by law. If you have additional questions regarding the FMLA, please contact HR.

Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

General Provisions

Under this policy, the City of Waterloo will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid

or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

Eligibility
To qualify to take family or medical leave under this policy, the employee must meet the following conditions:

- The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250-hour eligibility test for an employee under FMLA.
- The employee must work in a work site where 50 or more employees are employed by the City within 75 miles of that office or work site. The distance is to be calculated by using available transportation by the most direct route.

Type of Leave Covered
To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

- The birth of a child and in order to care for that child.

- The placement of a child for adoption or foster care and to care for a newly placed child.

- To care for a spouse, child or parent with a serious health condition.

- The serious health condition (described below) of the employee.

  An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

  A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or as a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three (3) consecutive days of incapacity with the first visit to the health care provider within seven (7) days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least two (2) times per year.

Employees with questions about what illnesses are covered under this FMLA policy or under the City's sick leave policy are encouraged to consult with the HR Manager.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the City may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

- Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

  An employee whose spouse, child, or parent has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: a) short-notice deployment, b) military events and activities, c) child care and school activities, d) financial and legal arrangements, e) counseling, f) rest and recuperation, g) post-deployment activities and h) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

  Covered active duty means:
  - In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country.
  - In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in Title 10 U.S.C. §101(a)(13)(B).

  The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

- Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.

An employee whose child, parent, or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

The term covered service member means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation or therapy or is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- A veteran who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.

The term serious injury or illness means:

- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or that existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Amount of Leave

An eligible employee may take up to 12 weeks for the FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. The City will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any FMLA leave under this policy. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave and the balance remaining is the amount of time the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA military caregiver leave circumstance above during a single 12-month period. For this military caregiver leave, the City will measure the 12-month period as a rolling 12-month period measured forward.

FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

If spouses both work for the City and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the spouses may only take a combined total of 12 weeks of leave. If spouses both work for the City and each wish to take leave to care for a covered injured or ill service member, the spouses may only take a combined total of 26 weeks of leave.

Procedure for Requesting FMLA Leave
All employees requesting FMLA leave must provide their Department Head or HR with verbal or written notice of the need for the leave. If the employee has provided notice of the need for leave to the Department Head, the Department Head must inform HR as soon as possible. Within five business days after the employee has provided the City this notice, the HR Manager will provide the employee with the DOL Notice of Eligibility and Rights.

When leave is taken to care for a family member, the City may require the employee to provide documentation or a statement of family relationship (e.g., birth certificate or court document).

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the City's usual and customary notice and procedural requirements for requesting leave.

The City of Waterloo will not retaliate against employees who request or take leave in accordance with this policy.

Certification for the Employee's Serious Health Condition, Family Member's Serious Health Condition or Qualifying Exigency for Military Family Leave
The City will require certification for the serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave
The City will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Second and Third Opinions
If the City has received a complete and sufficient certification but has a reason to doubt that it is valid, the City may require the employee to obtain a second opinion at the City's expense. The City can choose the health care provider to provide the second opinion, but generally will not select a health care provider who it employs on a regular or routine basis. If the initial and second certifications differ, the City may, at its expense, require the employee to obtain a third final and binding certification from a jointly selected healthcare provider.

Designation of FMLA Leave
Within five business days after the employee has submitted the appropriate certification form, the HR Manager will provide the employee with a written response to the employee's request for FMLA leave.

The City may provisionally designate the employee's leave as FMLA leave if it has not received medical certification or has not otherwise been able to confirm that the employee's leave qualifies as FMLA leave.

Intermittent Leave or a Reduced Work Schedule
The employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced-hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

Leave to care for a newborn or for a newly-placed child must be taken all at once and may not be taken intermittently or on a reduced work schedule.

If an employee takes leave intermittently or on a reduced work schedule basis, the employee must, when requested, attempt to schedule the leave so as not to unduly disrupt the City's operations. When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment, the City may temporarily transfer the employee to an alternative position with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

Recertification
In general, the City may request the employee to provide a recertification no more often than every 30 days and only in connection with an absence by the employee. If a certification indicates that the minimum duration of the serious health condition is more than 30 days, the employer must generally wait until that minimum duration expires before requesting recertification. However, in all cases, including cases where the condition is of an indefinite duration, the employer may request a recertification for absences every six months. The employer may request a recertification in less than 30 days only if:

- the employee requests an extension of leave,
- the circumstances described by the previous certification have changed significantly, or

- the employer receives information that causes it to doubt the employee's stated reason for the absence or the continuing validity of the existing medical certification.

In general, the employer may ask for the same information in a recertification as that permitted in the original medical certification. However, an employer may provide the health care provider with a record of the employee's absences and ask if the serious health condition and need for leave is consistent with the leave pattern. The employee is responsible for paying for the cost of a recertification. The employer cannot require a second or third opinion for a recertification. In most circumstances, the employer must allow the employee at least 15 calendar days to provide the recertification after the employer's request.

Employee Status and Benefits During Leave
During FMLA leave, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. To the extent that an employee's FMLA leave is paid, the employee's portion of health insurance premiums will be deducted from the employee's salary. If FMLA leave is unpaid, the employee's portion of health insurance premiums must be paid in accordance with the City's rules for leave without pay. If the employee's payment of health insurance premiums is more than 30 days late, the City may discontinue health insurance coverage upon notice to the employee.

After 30 continuous calendar days of unpaid leave, an employee's accrual of benefits shall be frozen for the remaining leave period. When the employee returns to work from unpaid leave, their benefits will be resumed in the same manner and at the same levels as provided when the leave began, subject to any changes in benefit levels that may have taken place during the period of FMLA leave.

Substituting Paid Leave for Unpaid Leave
Federal FMLA leave is unpaid. However, you may be paid for all or part of FMLA leave to the extent you are eligible for benefits such as workers' compensation.

If the qualifying reason for the FMLA leave is the employee's own serious health condition, the employee shall be required to use and exhaust accrued sick leave benefits prior to taking unpaid leave or using other paid leave such as vacation, personal days, compensatory time, etc.

If the qualifying reason for the FMLA leave is for a reason other than the employee's own serious health condition, the employee must use accrued paid leave concurrently with the FMLA leave, such as vacation, personal days, compensatory time, etc. before taking unpaid leave.

When you substitute paid benefit time, the absence will still be counted against your entitlement to FMLA leave under this policy and will not extend your leave. In other words, you are using your paid benefit time concurrently with your FMLA leave.

When an employee is absent due to a work-related illness or injury that meets the definition of a serious health condition, the absence will still be counted against the employee's entitlement under this policy. In other words, the employee is using FMLA leave concurrently with the workers' compensation absence.

Intent to Return to Work from FMLA Leave
The City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

Return from FMLA Leave
Upon return from FMLA leave, the City will place the employee in the same position the employee held before the leave or in a position with equivalent pay, benefits and other employment terms. The City cannot guarantee that an employee will be returned to their original job. The City, in accordance with 29 C.F.R. §825.214 and §825.215, shall make the determination as to whether a position is an "equivalent position."

Before the employee returns to work from FMLA leave for their own serious health condition, the employee will be required to provide their Department Head with a fitness for duty certification from their healthcare provider indicating that the employee is able to return to work and perform the essential functions of their job with or without reasonable accommodation.

Employee Status After Leave
An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

Outside Employment
While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the City. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action, up to and including termination of employment.

Limitations on Reinstatement
An employee is entitled to reinstatement only if they would have continued to be employed had FMLA leave not been taken. Thus, an employee is not entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought. The City of Waterloo reserves the right to deny reinstatement to "key employees" if such denial is necessary to prevent substantial and grievous economic injury to the City's operations.

A "key employee" is defined by the FMLA as a salaried, eligible employee among the highest paid ten percent of City employees.

Violation of Terms of Leave
If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your

employment. The City of Waterloo is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

The City of Waterloo may recover health insurance premiums that it paid on behalf of the employee during any unpaid FMLA leave except that the City's share of such premiums may not be recovered if the employee fails to return to work because of the employee's own serious health condition or because of other circumstances beyond the employee's control. In such cases, the City may require the employee to provide medical certification of the serious health condition.

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination of employment.

6:9:D Leave of Absence for Service in Elective Office

An employee of the City of Waterloo who is elected to a municipal, county, state or federal office shall, upon written application to the City of Waterloo, be granted a leave of absence from regular employment to serve in that office, except where prohibited by federal law, up to a maximum of six (6) years.

Except for any partial week worked by an exempt employee, the leave of absence will be unpaid. It shall be granted without loss of net credited service and benefits earned, with the exception of paying pension, group health insurance, and other benefits during the leave period.

An employee on leave for service in elected office shall not be prohibited from returning earlier than expected to regular employment with the City of Waterloo. Leave of absence granted by this section does not apply to an elective office held by the employee prior to the election.

Elected Officials shall follow Section 39.11 of Iowa Code.

6:9:E Volunteer Emergency Services Providers Leave of Absence

In compliance with Iowa Code 100B.14, the City of Waterloo shall not terminate the employment of any employee for joining a volunteer emergency services unit or organization, including but not limited to, any municipal, rural, or subscription fire department. For the purposes of this type of leave, “Volunteer Emergency Services Provider” means a volunteer fire fighter, a reserve peace officer, an emergency medical care provider, or other personnel having voluntary emergency service duties and who is not paid full-time by the entity for which the services are performed in the local service area, in a mutual aid agreement area, or in a governor-declared state of disaster emergency area.

If an employee has provided the City of Waterloo with written notification that the employee is a volunteer emergency services provider, the employer shall not terminate the employment of a volunteer emergency services provider who, because the employee was fulfilling the employee’s duties as a volunteer emergency services provider, is absent from or late to work.

Non-exempt employees who are volunteer emergency service providers will not be paid for any time missed from work while the employee is absent due to performing duties as a volunteer emergency services provider. Exempt employees will be paid their full wages for any week in which work is performed for the City of Waterloo. Furthermore, the City of Waterloo may request that an employee who is a volunteer emergency services provider, and who is absent from or late to work while responding to an emergency, provide the City of Waterloo with a written statement from the Supervisor or acting Supervisor of the volunteer emergency services unit or organization stating that the employee responded to an emergency, including the date and time of the emergency.

Any employee who is a volunteer emergency services provider, and who may be absent from or late to work while performing duties as a volunteer emergency services provider, shall notify the City of Waterloo as soon as possible that they may be absent or late. The City of Waterloo shall determine whether an employee may leave work to respond to an emergency as part of the employee's volunteer emergency services provider duties.

6:9:F Non-Work-Related Disability – Sworn Police Officers & Firefighters

The City shall provide each eligible non-bargaining sworn police officer and firefighter covered herein with a 2-year long-term non-work-related disability policy with a 90-day qualification period that pays the employee 70% of their gross monthly wages (base hourly rate plus any applicable longevity pay). Taxes/contributions normally withheld or deducted from an employee's payroll check and/or paid by the City as the employer's share (e.g. federal and state withholding, pension, etc.), shall be calculated at the same rate as designated on the employee's W-4 form and paid by the City and employee to the appropriate governmental organization. In order to satisfy the 90-day qualification period of the policy, the employee shall be required to use their accrued sick leave benefits. If sick leave benefits are exhausted, the employee may elect to use other paid leave such as scheduled leave, vacation, casual days, or compensatory time.

An employee on paid leave during the qualification period of 90 calendar days shall continue to accrue benefits. An employee who exhausts their paid leave and is placed in an unpaid leave status shall cease to accrue benefits, except for seniority, after an unpaid leave of 30 calendar days or more.

When the employee begins to receive disability payments after the 90-day qualification period, all benefits except for seniority, life and health insurance shall be frozen. The employee shall continue to receive disability payments until one of the following events occur: (1) it is determined that the employee is capable of returning to work; (2) the employee is placed on pension in accordance with Chapter 411 of the Code of Iowa; or (3) the employee has received disability payments for up to a maximum of 21 months.

If an employee is not placed on pension and exhausts the 21 months of disability payments, they shall then be laid off and placed on the Recall or Preferred List for a period of up to three years. All accumulated benefits, except for any frozen sick leave bank, shall be paid to the employee after the employee is laid off. An employee shall receive

their frozen sick leave payout, if any, upon being removed from the Recall or Preferred List, or upon their resignation or termination from City employment, whichever event shall first occur.

Please see "The City of Waterloo's Self-Funded Group Long Term Disability Coverage Plan" for more information.

6:9:G Non-Work-Related Disability – Other Eligible Employees

The City shall provide each eligible non-bargaining employee not covered under Section 6:9:F above with a 2-year long-term disability policy with a 90-day qualification period that pays the employee 66 2/3% of their gross monthly wages (base hourly rate plus any applicable longevity pay). In order to satisfy the qualification period of 90 calendar days, the employee shall be required to use accrued sick leave benefits. If sick leave benefits are exhausted, the employee may elect to use other paid leave such as vacation, casual days, and compensatory time.

An employee on paid leave during the 90-day qualification period shall continue to accrue benefits. An employee who exhausts their paid leave and is placed in an unpaid leave status shall cease to accrue benefits, except for seniority, after an unpaid leave of 30 calendar days or more.

When the employee begins to receive disability payments after the 90-day qualification period, all benefits except for seniority, life and health insurance shall be frozen. The employee will continue to receive disability payments until either: (1) it is determined that the employee is capable of returning to work; or (2) the employee has received disability payments for up to a maximum of 21 months, whichever event shall first occur. The specific terms and conditions of the disability coverage shall be outlined in writing by the City's insurance carrier. The City shall have the right to substitute a comparable policy or program with the approval of the employee, which approval shall not be unreasonably withheld.

Upon exhaustion of the disability payments at the end of 21 months and the employee's continued inability to return to work, a Civil Service employee shall be laid off and placed on the appropriate Recall or Preferred List for a period of up to three years. All accumulated benefits, except for any frozen sick leave bank, shall be paid to the Civil Service employee after the employee is laid off. A Civil Service employee shall receive their frozen sick leave payout, if any, upon being removed from the Recall or Preferred List, or upon their resignation or termination from City employment, whichever event shall first occur. A non-Civil Service employee shall be terminated from City employment upon exhaustion of the disability payments at the end of 21 months and the employee's continued inability to return to work.

Please see the "Group Long Term Disability Insurance Policy" for more information.

6:9:H Personal Leave of Absence for Non-Bargaining Employees

If you do not qualify for the types of leave described in this policy, eligible employees may request to take an unpaid personal leave of absence. Eligible employees are non-

bargaining employees who are scheduled to work 20 hours or more per week, excluding those who work 29 hours or less per week at the Cedar Valley Sportsplex.

For certain bargaining employees, personal leaves of absence may be administered differently. Please review your collective bargaining agreement or direct questions to your union representative for more information.

Personal leaves of absence would be for personal reasons such as educational sabbaticals, extended child or elderly care, or for certain physical infirmities. Personal leaves of absence are rarely granted, and management reserves the right to consider job performance, absenteeism, departmental requirements, and any other business reasons when approving or denying requests for personal leaves of absence.

Eligible employees who wish to take a personal leave of absence must provide a written request to the HR Director. The HR Director shall respond to the employee's request in written form within seven (7) calendar days of receipt of the request. If the leave is granted, the HR Director shall establish a time limit on the length of the leave. The parties may only extend the specified time limit upon written agreement, and in no event shall the unpaid leave extend beyond a period of one year from the date of the original application.

While on a personal leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the City. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

For personal leaves of absence due to the employee’s own physical infirmities, an employee must present a doctors’ note substantiating the need for leave prior to the leave being approved. Employees must also provide a fitness for duty clearance from their health care provider in order to return to work upon conclusion of the personal leave of absence.

While on an approved personal leave, exempt employees are entitled to their full wages for any week in which work for the City is performed and the remainder of their personal leave will be unpaid; personal leave for non-exempt employees will be unpaid.

The City may require an employee on a personal leave of absence to report periodically on the employee’s status and intent to return to work. Should an employee fail to timely apply or to receive approval for an extension of the time limit, or to return to their employment responsibilities at the time specified by the HR Director, the employee shall be deemed to have voluntarily resigned from their employment and shall forfeit any and all benefits which may have accrued to them or to which they may be entitled hereunder.

No City benefits shall accrue or be accumulated by an employee on an approved personal leave of absence except as provided for by Chapter 400 of the Iowa Code with regard to the employee’s seniority or length of service.

Premium payments for insurance coverages must be maintained by the employee while on a personal leave of absence. A payment schedule will be communicated to the employee upon approval of leave. Except where mandated by law, we cannot guarantee that benefits will continue or that your position will remain open in your absence.

If you are on a personal leave of absence that exceeds 30 consecutive calendar days, the City will provide you with information about your rights for COBRA continuation.

Section 7: Employee Benefits

As part of our commitment to our employees and their well-being, the City of Waterloo provides eligible employees access to a variety of benefits such as health insurance, dental insurance, vision insurance, flexible spending accounts, life insurance, and disability coverage. Temporary employees are not eligible for benefits except those required by law, such as worker' compensation. The benefits we provide are meant to help employees maintain a high quality of life, both professionally and personally.

Although we introduce you to our benefit plans in this section, we do not provide extensive details of each plan here. You will receive official plan documents and/or benefit summaries for each of our benefit plans at the time of your eligibility. Those documents, along with any updates from the City, should be your primary source of information about our benefit plans. If you see any conflict between those documents and the information in this Handbook, you should rely on the official plan documents. Please see HR with any additional questions regarding our benefit programs and eligibility.

The City of Waterloo reviews its benefit policies annually and may change them at their sole discretion based on availability of plan options, premium costs, and other factors.

Benefits Continuation
An employee or eligible dependent who has health insurance, dental insurance, vision insurance, and/or a flexible spending account with the City of Waterloo on the day of a qualifying event may be eligible to continue their coverage under a federally-mandated program called COBRA.

Qualifying events include loss of coverage due to a reduction in hours of employment or termination of employment (except for reasons of gross misconduct by the employee); death of the employee; divorce or legal separation of the employee; the employee's enrollment in Medicare; or a dependent who no longer meets the definition of dependent under the group plan. Employees must notify the employer of a "qualifying event". In the case of an employee's death, an eligible dependent should notify the employer.

The COBRA enrollee is responsible for payment of the total monthly premium, including administration fees. Coverage through COBRA will terminate at the earliest of the following: end of the eligibility period of 18, 29, or 36 months (depending on the qualifying event); when premiums are not received within 30 days of the due date; when the participant is covered by another group plan; or when the participant is enrolled in Medicare.

Coverage levels through the COBRA Extension of Benefits is identical to the coverage provided to similarly situated beneficiaries under the employer's group benefit plan and is not conditioned on any physical examination or other evidence of insurability.

7:1 Health Insurance

Health insurance coverage is available to eligible employees on the first of the month following 30 days of employment with the City of Waterloo. Eligible employees are those regularly scheduled to work an average of 30 hours or more per week, and certain Library employees who work 20 hours or more per week. We offer a number of options regarding which family members can be covered, and there is a premium payment required from you for health insurance coverage. Detailed information on coverage and how the plan works is contained in the Summary Plan Description for this benefit.

If an eligible employee chooses not to enroll in the insurance plan, they shall not be entitled to any other form of compensation in lieu of coverage and shall be required to sign a written waiver of participation.

Changes to your elected coverage can typically only be made during the annual open enrollment period and when you or your covered dependent has a qualifying event, such as marriage, divorce, death, birth, or adoption of a child, or loss of coverage through the employee's spouse. In cases of a qualifying event, employees must notify HR within 30 days of the qualifying event.

7:2 Dental and Vision Insurance

Voluntary dental and vision insurance coverage is available to eligible employees on the first of the month following 30 days of employment with the City of Waterloo. Eligible employees are those regularly scheduled to work an average of 30 hours or more per week, and certain Library employees who work 20 hours or more per week. We offer a number of options regarding which family members can be covered, and there is a premium payment required from you for dental and vision insurance coverage. Detailed information on coverage and how the plan works is contained in the Summary Plan Description for this benefit.

7:3 Flexible Spending Accounts (FSA's)

The City of Waterloo offers Flexible Spending Accounts for the benefit of our employees. Eligible employees are those regularly scheduled to work an average of 30 hours or more per week, and certain Library employees who work 20 hours or more per week. Our plan has several components by which employees can pay for certain items pre-tax. Employees may elect to defer a portion of their pay on a pre-tax basis to pay for dependent care or health, dental, and vision expenses not already reimbursed under a qualified plan. Any amounts contributed to these accounts reduce your federal and state income tax and FICA tax withholdings. Detailed information on eligibility requirements and how the plans work is contained in the Summary Plan Descriptions.

7:4 Life and Accidental Death and Dismemberment (AD&D) Insurance

Group life and AD&D insurance is provided at no cost to eligible employees on the first of the month following 30 days of employment. Eligible employees are those regularly scheduled to work an average of 30 hours or more per week, and certain Library employees who work 20 hours or more per week. Eligible non-bargaining employees receive life and AD&D insurance in the amount of one (1) times annual base salary as

set on July 1 of each year, rounded to the nearest $1,000. Eligible bargaining employees receive life and AD&D insurance in the amount of $20,000.

Additional life insurance coverage of up to $100,000 is available for purchase by the employee. Spousal or child(ren) life insurance is also available for purchase. An Evidence of Insurability may be required for additional coverages. This additional insurance may be purchased at the time of the employee's initial employment or in May or December of each year through the HR office.

Detailed information on coverage and how the plan works is contained in the Summary Plan Description for this benefit.

7:5 Disability Coverage

For more information on disability leave and an overview of the coverage, please see Section 6:9:F and Section 6:9:G.

7:6 Iowa Public Employees Retirement System (IPERS) Plan

IPERS, a defined benefit plan, is available to regular full-time and part-time public employees. Eligible employees become IPERS members upon the first day of the first month following date of hire.

A defined benefit plan provides a lifetime benefit calculated using a formula. Your benefits grow with you during your working career. As your years of service and salary increase, your IPERS benefits also grow. At retirement, you receive the benefit you earned regardless of the performance of the stock market.

Additional plan details can be requested from HR.

7:7 Municipal Fire and Policy Retirement System of Iowa (MFPRSI)

MFPRSI is a long-term retirement system that provides retirement benefits to eligible police officers and firefighters once they reach a certain age and have accumulated the required years of service. In order to receive a service pension from MFPRSI, an individual must be at least age fifty-five or older and vested in the retirement system. Vesting is achieved either by completing four years of service or reaching age fifty-five while an active member. The size of the pension depends upon years of service, the benefit option selected, and the average of the highest three years of earnable compensation.

In addition to service benefits, MFPRSI also offers disability benefits for members who are determined to be unable to continue their regular duties.

For additional information regarding MFPRSI retirement or disability benefits, please contact HR.

7:8 457:B Retirement Plan

The City of Waterloo offers a 457:B retirement plan for the benefit of its eligible employees. Eligible employees are regular or probationary employees who are regularly scheduled to work and have completed 120 days of employment. Once eligibility requirements are met, employees can enter the plan at any time.

Employees can elect to make salary deferrals of their pre-tax income, or contributions can be made on an after-tax basis. Employees must contribute at least $25 per month, and maximum contribution and catch-up limits are subject to annual limits set by the IRS. Employees may modify their deferral amount at any time throughout the year.

Additional plan details can be requested from HR.

7:9 Longevity Pay for Non-Bargaining Employees

The following longevity schedule shall govern and control the entitlement and payment of longevity for accumulated years of service for non-bargaining employees hired after July 1, 1999:

After 5 years of service $ 20.77 per pay period
After 9 years of service $ 27.69 per pay period
After 12 years of service $ 32.31 per pay period
After 15 years of service $ 36.92 per pay period
After 18 years of service $ 41.54 per pay period
After 21 years of service $ 46.15 per pay period
After 24 years of service $ 50.77 per pay period
After 27 years of service $ 55.38 per pay period
After 30 years of service $ 60.00 per pay period

For certain bargaining employees, longevity pay is administered by a different policy. Please review your collective bargaining agreement or direct questions to your union representative for more information.

Longevity pay shall commence or be increased, in accordance with the applicable schedule above, with the employee's paycheck that includes the employee's anniversary date. Longevity shall be spread out over 26 equal payments per year.

An employee shall not be entitled to receive Longevity Pay while on layoff, a work-related injury leave of more than 12 months, or an unpaid leave of absence or disciplinary suspension that results in an employee not receiving a paycheck at the end of a two-week pay period.

In addition, an employee shall not be given credit for purposes of entitlement for longevity when the employee is on layoff, a work-related injury leave of more than 12 months, or an unpaid leave of absence or disciplinary suspension of 30 or more consecutive calendar days. Employees returning from military leave in accordance with the City's Military Leave Policy shall receive credit for purposes of entitlement for longevity as if they had remained continuously employed.

7:10 Employee Assistance Program

The City of Waterloo recognizes that a wide range of personal or health problems can have an effect on employee's performance. Examples of such problems include marital, family or financial difficulties, alcoholism and other forms of chemical dependency, and mental or emotional distress. We further recognize that problems of this nature can be successfully resolved if identified and treated in the early stages, and that their successful resolution lies outside the normal managerial process.

We have available to the City the professional services of an Employee Assistance Program (EAP) through the City of Waterloo. You can reach the EAP by calling 1-319-235-3550 or toll-free at 1-800-303-9996. This service will occasionally be suggested to employees by a member of management. If you are referred to the EAP by a member of management, your completion of the suggested program is mandatory.

7:11 Health Insurance for Retired & Disabled Employees

Employees Retiring or Permanently Disabled Prior to September 1, 1990

Employees who retired prior to September 1, 1990, including former employees who have been declared permanently disabled due to either a work-related or non-work-related injury or illness, shall be allowed to maintain City health insurance coverage for themselves and their eligible dependents, at the City's expense, until such time as the retired/disabled employee reaches the age of sixty-five (65) and the spouse reaches age sixty-five (65) and the eligible dependents no longer meet the definition of dependency as established by the City's health insurance carriers with the following stipulations:

A. Except as outlined under COBRA Regulations, the City shall not be liable for insurance benefits of a divorced spouse of a retiree if the divorce occurs after September 1, 1990, or for insurance benefits for any dependents or spouse acquired after September 1, 1990.
B. A retiree who is currently employed by another employer offering health insurance benefits shall be ineligible for continued coverage under the City's health insurance plan unless the retiree chooses to pay for such coverage. However, if the retiree terminates employment with the other employer, the City shall again provide insurance benefits at the City's expense subject to the retiree qualifying medically under the terms and agreements outlined by the insurance carriers.

Current Employees Who Retire After September 1, 1990

Effective September 1, 1990, employees hired prior to July 1, 1990, and who have become vested and retire at the appropriate age under either an IPERS, IPERS 92, or Chapter 411 Pension shall be eligible for the following health insurance coverage for the retiree and their dependents at City expense, from the time of retirement and until the retiree reaches the age of sixty-five (65) with the following stipulations:

A. Except as outlined under COBRA Regulations, the City shall not be liable for insurance benefits of a divorced spouse of a retiree or for insurance benefits for any dependents or spouse acquired after retirement.

B. A retiree who is employed by another employer offering health insurance benefits shall be ineligible for continued coverage under the City's health insurance plan unless the

retiree chooses to pay for such coverage. However, if the retiree terminates employment with the other employer, the City shall again provide insurance benefits at the City's expense subject to the retiree qualifying medically under the terms and agreements outlined by the insurance carriers.

C. The City shall pay the following percentage of the monthly cost of health insurance benefits for the retiree and dependents based on the following schedule:
   1. Twenty-eight (28) years of continuous service prior to retirement: 100% of the monthly premium cost. The retiree shall be responsible for a monthly contribution rate established by the City if they choose an HMO Plan.
   2. Twenty (20) through twenty-seven (27) years of continuous service prior to retirement: 80% of the monthly premium cost. In addition, the retiree shall be responsible for a monthly contribution rate established by the City if they choose an HMO Plan.
   3. Fifteen (15) through nineteen (19) years of continuous service prior to retirement: 60% of the monthly premium cost. In addition, the retiree shall be responsible for a monthly contribution rate established by the City if they choose an HMO Plan.
   4. Ten (10) through fourteen (14) years of continuous service prior to retirement: 40% of the monthly premium cost. In addition, the retiree shall be responsible for a monthly contribution rate established by the City if they choose an HMO Plan.
   5. Less than ten (10) years of continuous service prior to retirement - retirees will be allowed to purchase insurance benefits for themselves and their dependents at the retirees expense, at a rate established by the City from the time of retirement and until the retiree reaches age sixty-five (65).

D. When the retiree reaches the age of sixty-five (65) continuation health insurance coverage for the retiree's spouse and eligible dependents shall continue until the spouse reaches age sixty-five (65) based on the following schedule:
   1. The City will pay 100% of the monthly premium cost for the spouse and eligible dependents for the first year following the retiree's 65th birthday.
   2. The City will pay 80% of the monthly premium cost for the spouse and eligible dependents for the second year following the retiree's 65th birthday.
   3. The City will pay 60% of the monthly premium cost for the spouse and eligible dependents for the third year following the retiree's 65th birthday.
   4. The City will pay 40% of the monthly premium cost for the spouse and eligible dependents for the fourth year following the retiree's 65th birthday.
   5. The City will pay 20% of the monthly premium cost for the spouse and eligible dependents for the fifth year following the retiree's 65th birthday.
   6. After completion of the 5th full year following the retirees 65th birthday the retiree's spouse, if not yet sixty-five (65) years of age, shall be allowed to purchase, for a period of 36 months, health insurance coverage, at their cost at a rate to be established by the City.

The spouse shall be responsible for a monthly contribution rate, in addition to the above percentage, if they choose an HMO Plan.

At the age of sixty-five (65), retired employees shall have the option of purchasing health insurance benefits, at their expense for themselves, at a rate established by the City and subject to change. Employees who retire after September 1, 1990, shall also be allowed to convert per the conversion privilege of the life insurance policy, at the retiree's expense, the base life insurance policy in effect at the time of retirement and until the retiree reaches the age of sixty-five (65).

Disability or Death Due to a Work-Related Injury
Effective September 1, 1990, any active employee who has completed their probationary period and who is determined to be permanently disabled due to either a catastrophic or non-catastrophic work-related injury or illness shall be eligible to receive the following health insurance benefits with the following stipulations:

A. Catastrophic Work-Related Disability
   A catastrophic work-related disability is defined as a work-related injury or illness that totally and permanently incapacitates the employee to the degree that the employee is ruled medically incapable of performing any and all future employment either for the City of Waterloo or any other employer. An employee determined to be catastrophically disabled, due to a work-related injury or illness shall receive, from the time of disability and until the age of sixty-five (65) the following health insurance benefits with the following stipulations:
   1. The City shall contribute 100% of the cost of monthly health insurance premiums for the disabled employee and eligible dependents. The disabled employee shall be responsible for a monthly contribution rate established by the City if they choose an HMO Plan.
   2. An employee who is determined to be catastrophically disabled at the time of retirement and is later medically determined to be physically capable of seeking gainful employment shall have their disability health insurance benefits adjusted and receive health insurance coverage as outlined in "Non-Catastrophic Work-Related Disability" below.
   3. Except as outlined under COBRA regulations the City shall not be liable for insurance benefits of a divorced spouse of a former employee or for any dependents or spouse acquired after the disability termination date.
   4. When a disabled employee in this category reaches the age of sixty-five (65), continuation health insurance coverage for the former employee's spouse and eligible dependents shall continue until the spouse reaches age sixty-five (65) based on the same schedule as outlined under "Current Employees Who Retire After September 1, 1990" above.

B. Non-catastrophic Work-Related Disability
   A non-catastrophic work-related disability is defined as a work-related injury or illness, that results in an employee being determined medically incapable of performing, or returning to their regularly assigned classification, but allows the employee to seek alternative employment in another occupational area whether with the City of Waterloo or another employer. An employee determined to be non-catastrophically disabled due to a work-related injury or illness shall receive, from the time of disability and until

the age of sixty-five (65) the following health insurance benefits with the following stipulations:

1. The City shall contribute 75% of the cost of monthly health insurance premiums for the disabled employee and eligible dependents. The disabled employee shall be responsible for a monthly contribution rate established by the City if they choose an HMO Plan.
2. A disabled former employee who is employed by another employer offering health insurance benefits shall be ineligible for continued coverage under the City's health insurance plan. However, if the former employee terminates employment with the other employer, the City shall again provide insurance benefits at the City's expense subject to the former employee qualifying medically under the terms and agreements outlined by the insurance carriers.
3. Except as outlined under COBRA regulations the City shall not be liable for insurance benefits of a divorced spouse of a former employee or for any dependents or spouse acquired after the disability termination date.
4. When a disabled employee in this category reaches the age of sixty-five (65) continuation health insurance coverage for the former disabled employee's spouse and eligible dependents shall continue until the spouse reaches age sixty-five (65) based on the following schedule:
    a. The City will pay 75% of the monthly premium cost for the spouse and eligible dependents for the first year following the retirees 65th birthday.
    b. The City will pay 55% of the monthly premium cost for the spouse and eligible dependents for the second year following the retirees 65th birthday.
    c. The City will pay 35% of the monthly premium cost for the spouse and eligible dependents for the third year following the retirees 65th birthday.
    d. The City will pay 15% of the monthly premium cost for the spouse and eligible dependents for the fourth year following the retirees 65th birthday.
    e. After completion of the 4th full year following the retirees 65th birthday, the retiree's spouse, if not yet sixty-five (65) years of age, shall be allowed to purchase, for a period of 36 months, health insurance coverage at their cost at a rate to be established by the City. The spouse shall be responsible for a monthly contribution rate, in addition to the above percentage, if they choose an HMO Plan.

The insurance benefits outlined above shall remain in effect for the disabled former employee until they reaches age sixty-five, until they are employed by another employer offering health insurance benefits. At the age of sixty-five (65), the former employees shall have the option of purchasing health insurance benefits, at their expense for themselves, at a rate established by the City and subject to change.

The insurance coverage above for the former employee's spouse and dependents shall remain available, as outlined, until the former employee is employed by another employer offering health insurance benefits.

In addition, the surviving spouse and the dependent children of an active employee who dies in the line of duty shall be allowed to remain covered by the

City's group health insurance plan at City expense for as long as the spouse remains unmarried or reaches age sixty-five (65) and the children are considered to be dependents of the deceased employee as determined by the health insurance carrier of the City. This paragraph shall also apply to any dependents of an employee who died in the line of duty prior to September 1, 1990.

Disability and Death Due to A Non Work-Related Injury
Effective September 1, 1990, any employee who becomes permanently disabled and unable to return to their regularly assigned classification due to a non-work-related injury or illness shall be allowed to purchase health insurance coverage at a rate established by the City and subject to change for themselves and their dependents as allowed under the Federal COBRA regulations.

In addition, the spouse and dependent children of an active employee who dies as a result of a non-work-related injury or illness shall be allowed to purchase the City's health insurance coverage at their expense as outlined above for that period of time allowed under the COBRA regulations.

Health Insurance Benefits Upon Normal Retirement for Employees Hired After July 1, 1990
Employees hired after July 1, 1990, shall not be eligible to receive health insurance benefits upon a normal retirement as outlined under "Current Employees Who Retire After September 1, 1990." Employees hired after July 1, 1990, will receive those benefits outlined under the "Disability or Death Due to a Work-Related Injury" and "Disability and Death Due to a Non-Work-Related Injury" sections of this policy and will be eligible upon normal retirement for the following health insurance benefits:

Such employees shall be allowed to purchase health insurance coverage at a rate established by the City and subject to change for themselves and their dependents as allowed under the federal COBRA Regulations.

Health Insurance Benefits Available Upon Normal Retirement for Regular Part Time Employees Hired Before July 1, 1990.
Regular part time employees who retire from City employment as outlined under "Current Employees Who Retire After September 1, 1990" shall be eligible for insurance coverage for the retiree and their dependents.

The percentage of the monthly cost of health insurance paid for by the City outlined under "Current Employees Who Retire After September 1, 1990" shall be proportionally equal to the percentage of the average time the employee worked per week at the time of retirement in relationship to a regular work week of 40 hours. For example, under "Current Employees Who Retire After September 1, 1990, "a regular part time employee who worked 20 hours per week and who retired with 15 through 19 years of employment with the City would have 30% of the cost of the insurance premium paid for by the City.

7:12 Health Insurance For Retired Employees under Iowa Code 509A

For a retiree who does not qualify for health insurance coverage as detailed above in Section 7:11, they may be eligible for health and dental insurance continuation under Iowa Code 509A if the retirement years of service (as defined by IPERS or MFPRSI) have been met.

Spouses and dependent child(ren) may be covered on the plan, and the retiree is responsible for 100% of the premium for health and dental insurance under 509A. Coverage ends when the retired employee reaches 65 years of age. Detailed information on coverages and how the plans work are contained in the Summary Plan Description for each benefit.

If an employee is not eligible for health insurance as detailed in Section 7:11 or as detailed in this policy, they will be eligible for COBRA continuation. Please see page 112 “Benefits Continuation” for additional information.

Employee Handbook Acknowledgment and Receipt

I have received my copy of the Employee Handbook (Handbook) dated 8/9/2022.

The Handbook describes important information about the City of Waterloo, and I understand that I should consult my Department Head or Supervisor or HR regarding any questions not answered in the Handbook. This Handbook and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with the City of Waterloo. By distributing this Handbook, the City expressly revokes any and all previous policies and procedures that are inconsistent with those contained herein.

Furthermore, I acknowledge that this Handbook is neither a contract of employment nor a legal document.

I have received the Handbook, and I understand that it is my responsibility to read and comply with the policies contained in the Handbook and any revisions made to it.

_____ _____

Employee's Signature Date

_____

Employee's Name (Print)

Witnessed by:

_____ _____

City of Waterloo Representative Date

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

CITY OF WATERLOO

Council Communication

Communication from the Leisure Services Department on the notice of the conclusion of employment for Tom Klein, Golf Maintenance III, effective October 14, 2022, with recommendation of approval of payout of $10,849.13 for unused benefits.

City Council Meeting: 11/7/2022
Prepared: 10/18/2022

ATTACHMENTS:

Description	Type
Klein Payout	Backup Material

SUBJECT:	Communication from the Leisure Services Department on the notice of the conclusion of employment for Tom Klein, Golf Maintenance III, effective October 14, 2022, with recommendation of approval of payout of $10,849.13 for unused benefits.
Submitted by:	Submitted By:

CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET, WATERLOO, IA 50703

Today's Date: 10/18/2022
Effective Date: 10/14/2022
Employment Date: 4/21/1983

To: *City Council Members*
Re: *Notice of Severance*

Department *Leisure Services*
Job Title/Classification *Golf Maintenance III*

This is to report that the employment of *Tom Klein*
with the City of Waterloo has been severed by reason of:

- ☑ Retired
  - Disability Related ☑ No ☐ Yes
- ☐ Resigned
- ☐ Termination
- ☐ Other

In accordance with City Policy, it is requested to allow payment which consists of the following:

Benefits	Total Hours	(x) Hourly Rate		Total Payout
Vacation-Accrued	157	$ 33.98		$ 5,334.86
Vacation-Current	0.1	$ 33.98		$ 3.40
Usable Sick Leave	32	$ 33.98	(x) 25%	$ 271.84
Frozen Sick Leave	186.6	$ 33.98	(x) 60%	$ 3,804.40
Personal Hours	20	$ 33.98		$ 679.60
Comp Time Pay	22.22	$ 33.98		$ 755.04
Unscheduled Leave				$ -
Other Pay				$ -
			Total Payment	$ 10,849.13

Comments: _____

Approved by *Paul Huting* Date *10/18/2022*

Human Resources *Nikki Fischels* Date *10/18/2022*

Routing:
Original to Human Resources by Department
Human Resources will forward original to City Clerk (Copy in Personnel File)
Clerk's Office will forward copy of approved form to Department and Human Resources

Updated 6/28/11

Council Agenda Date: 11/7/2022 ☐ Accruals ☐ Status ☐ -9

CITY OF WATERLOO

Council Communication

Leisure Services Commission minutes of September 13, 2022.

City Council Meeting: 11/7/2022
Prepared: 10/12/2022

ATTACHMENTS:

Description	Type
09/13/2022 minutes	Backup Material

SUBJECT: Leisure Services Commission minutes of September 13, 2022.

Submitted by: Submitted By:

MINUTES
WATERLOO LEISURE SERVICES COMMISSION
TUESDAY, September 13, 2022
300 Jefferson Street

The meeting was held in the Multipurpose Room at the SportsPlex. Brenda Durbahn called the meeting to order at 7:32am.

Present: Council Liaison Dave Boesen, Jessica Rucker, Ellen Vanderloo, Brenda Durbahn, Tom Christensen, Waterloo Courier Maria Kuiper Staff: Paul Huting, Todd Derifield, JB Bolger, Chris Dolan, Travis Nichols, Bob Etringer Absent: Tom Powers, Bob Bamsey, Tim Moses

Brenda Durbahn called for approval of the agenda. A motion was made by Ellen Vanderloo, second by Tom Christensen to approve agenda. Ayes: All Nays: None

Brenda Durbahn called for motion for the approval of the 08/9/2022 meeting minutes. Motion made by Tom Christensen to approve meeting minutes, second by Jessica Rucker. Ayes: All Nays: None

Brenda Durbahn called for approval of the bills. Ellen Vanderloo made a motion to approve August bills, second by Jessica Rucker Ayes: All Nays: None

BYRNES POOL DESIGN UPDATE
Update will be provided next month.

GROUNDBREAKING EVENT AT GATES PARK
Updated 9-20-2022 WILL BE HELD IN THE SPRING OF 2023.

STAFF UPDATES
Forestry – Todd Derifield
Forestry Apprentice program has been approved by Human Resources, City Attorney, Union, and Personnel Requisition Committee. It is on the agenda for the Civil Service Commission on Friday. Cedar River Water Trail and Black Hawk Creek Water Trail will receive state designation on September 28. All are invited to a ribbon cutting in Cedar Falls, a paddle to Waterloo, and a presentation at the Boat House in Waterloo. The Iowa DNR manages the fisheries in Greenbelt Lake and recently placed fish habitat (made out of old pallets) out in front of the fishing pier and the 8 enhanced fishing access locations around the lake.

Sports and SportsPlex – Bob Etringer
SportsPlex
Gym and Fitness Studio Floors were resurfaced last week (3rd time). Men's Public locker room showers have been repaired. CourtKings last game will be this Saturday 9/17. New programs we are offering: Tumbling & Dance – Ages 3-6 (4 sessions Oct, Nov, Jan, Feb) Karate – Ages 5-16 8 week, Parent's Night Out – Friday 5:00p-8:00p 6 months-10 years old (Oct, Dec, Feb, May)
Sports - Registration Deadline for Fall Sports programs is this Friday. Programs include Flag Football, Mayors' League, Youth Basketball, Adult Volleyball. The Mayor's Fun Run is October 4th. Hosting 3 more softball tournaments at Riverfront Sports Park

Construction – Travis Nichols
The construction crew continues to do weekly park inspections, garbage route and restroom cleaning. They are doing general maintenance and repairs at parks and Leisure buildings. Current projects are Skate Park shade structure and Edison Park. Bid packets are ready to be set out for Edison as soon as we get approval from HUD on Community Development Block Grant. The crew is working with Sign and Traffic and are starting to install water trail signage on bridges, boat ramps and kayak launches. We as a staff are working on correcting issues with U.S. flag on Texas Street with U.S. Cellular and the planning and zoning department.

Golf and Downtown Area – JB Bolger
We are working with contractors to ensure proper restoration of Miller Park. Initial effort to establish turf was not acceptable so a meeting was held and they have committed to doing a more complete and comprehensive job of restoriing grades and turf. We removed hundreds of tons of pea gravel, old footings, sawed off wood timbers and other debris from Edison Park where the former Eagle Island playground was located. We then brought in good quality topsoil and graded and seeded it. The new turf is coming in well. The housing project at Edison has commenced. We installed a green construction fence to separate the park from the construction site. The contactor needs additional room to install roadway and service connections so the fence is not installed on the property lines, they are using approximately 40' of park property for this need. I am taking photos of all the parks for our new website. If anyone has any good high resolution photos of our parks feel free to email them to me and I will send them to the web developer. Our City fueling station was hit by lightning so it has not been operable for the past few weeks. We are using our own departmental tanks so the bills will show increased purchases of diesel and gas from D&J Oil Co. We are preparing for the Iowa League of Cities Conference downtown. The crew is working on multiple projects to spiff up downtown as much as possible. We have coordinated for a contractor to remove the Spirea shrubs at City Hall which were in bad shape and replace them with Karl Forester Feather Reed Grasses. We have mowed down tall vegetation and brush at the former Chamberlain property to facilitate a site survey by AECOM to aid in the planning process for the Gates Park project. Pass around Golf Rounds Report

Young Arena – Chris Dolan
Young Arena new Website will finished by October 2022. Ice System upgrades continue. East entrance and Main entrance flooring repairs completed. WBH exhibition games Wednesday September 14th 7:00 pm & Saturday 17th @3:00pm. New Concession Point of Sale System to be installed by late October. Additional handicapped seating and parking was added for the 2022-2023 season. The new locker room flooring Phase #1 scheduled to be completed in October.

The next regular Leisure Services Commission Meeting will be held Tuesday, October 11, 2022.

Motion to adjourn by Ellen Vanderloo, second by Tom Christensen. Brenda Durbahn adjourned the meeting at 8:18am.

Jessica R

Jessica Rucker, Secretary

10/4/22

Signed this Date

CITY OF WATERLOO

Council Communication

Planning, Programming & Zoning minutes of August 18, 2022.

City Council Meeting: 11/7/2022
Prepared: 10/20/2022

ATTACHMENTS:

	Description	Type
	minutes	Backup Material

SUBJECT: Planning, Programming & Zoning minutes of August 18, 2022.

Submitted by: Submitted By:

MINUTES
CITY OF WATERLOO, IOWA
PLANNING, PROGRAMMING, AND ZONING COMMISSION
REGULAR MEETING - 4:00 P.M. AUGUST 18, 2022

The regular meeting of the Waterloo Planning, Programming, and Zoning Commission was called to order by Chairperson Wilber at 4:00 p.m. via zoom and in-person in the Harold E. Getty Council Chambers at Waterloo City Hall. Meeting was August 18, 2022, rescheduled form August 9, 2022 due to a lack of a quorum on August 9th.

Members present were: Virginia Wilber, Ali Parrish, Patricia Serfling, Phillip Shirk, and Steve Trost.

Members present electronically were: Cody Leistikow.

Members absent were: Brandon Schoborg, Samm Blatt, and Janelle Ewing.

Others present were: Aric Schroeder, Lexi Blank, and John Dornoff – Planning Department; Jaime Knutson – City Engineer, and four citizens.

Others present electronically: Dave Boesen – City Council Liaison and 2 citizens.

I. Approval of the Agenda

It was moved by Serfling and seconded by Trost to approve the agenda. Motion carried unanimously.

II. Approval of the Minutes from the regular meeting on July 12, 2022.

It was moved by Trost and seconded by Serfling to approve the minutes of the July 12, 2022 meeting. Motion carried unanimously.

III. Financial Report June 2022.

Schroeder reviewed the financial report.

It was moved by Parrish and seconded by Serfling to receive and place the financial report on file. Motion carried unanimously.

IV. Oral Presentations

There were no oral presentations.

V. New Business

A. Hearings – Rezones/Special Permits

1. Request by the City of Waterloo to rezone approximately 5.0 acres from "A-1" Agricultural District and "M-1" Light Industrial District to "M-1" Light Industrial District located east of 2135 Commercial Street.

It was moved by Serfling and seconded by Leistikow to receive and place on file the statement of verification at 4:03 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Dornoff read the staff report recommending approval of the request.

There were no comments on this request.

It was moved by Trost, seconded by Parrish, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:07 p.m.

It was moved by Serfling, seconded by Parrish, to recommend approval of the request by the City of Waterloo to rezone approximately 5.0 acres from "A-1" Agricultural District and "M-1" Light Industrial District to "M-1" Light Industrial District located east of 2135 Commercial Street. Motion carried unanimously.

2. Request by Mike Camenzind dba Camenzind Masonry for a Site Plan Amendment to the "M-2,P" Planned Industrial District to allow for the construction of a 10,800 square foot Office/Warehouse facility located north and east of 2510 Leversee Road.

It was moved by Parrish and seconded by Serfling to receive and place on file the statement of verification at 4:09 p.m. Motion carried unanimously, and Wilber declared the hearing open.

Blank read the staff report recommending approval of the request with the condition that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, landscaping, drainage, setback, etc.

There were no comments on this request.

It was moved by Serfling, seconded by Schoborg, to close the public hearing. Motion carried unanimously. The hearing was closed at 4:14 p.m.

It was moved by Trost, seconded by Parrish, to recommend approval of the request by Mike Camenzind dba Camenzind Masonry for a Site Plan Amendment to the "M-2, P" Planned Industrial District to allow for the construction of a 10,800 square foot Office/Warehouse facility located north and east of 2510 Leversee Road. with the condition that the final site plan meets all applicable city codes, regulations, etc. including, but not limited to, landscaping, drainage, setback, etc. Motion passed unanimously.

B. Special Permit

1. Request by Summit Locations LLC for a Special Permit to allow for a 340 square foot billboard in the "M-2" Heavy Industrial District located at 3050 Wagner Road.

Dornoff read the staff report recommending approval of the request.

Serfling asked if it was a digital billboard to which Dornoff responded no.

Trost noted the conditions in the Zoning Ordinance to approve the Special Permit including unique site characteristics, including but not limited to setbacks, surrounding land uses, structures, and visibility, and asked if there were any specific recommendations for this Special Permit request to which Schroeder responded that from the staff perspective the location, surrounding uses, and also because of the sewer line and the need to push the sign 54' from the right of way line which is 40 to 50 feet from the edge of the road it is back a way it would make visibility challenging if they stuck with 300 square feet.

Wesley Rutledge, Summit Locations LLC, stated that he talked to staff about setbacks and noted around the proposed sign that there is one business on one side and an auction business on the other side besides just trees. He further stated it is just a basic industrial district. Also noted that the pole for the sign will be more than 50' from the property line keeping it well off the sewer line and the leading edge of the sign is at 54' with the pole farther back than that.

It was moved by Serfling and seconded by Leistikow to recommend approval of the request by Summit Locations LLC for a Special Permit to allow for a 340 square foot billboard in the "M-2" Heavy Industrial District located at 3050 Wagner Road. Motion carried unanimously.

2. Request by Lamar Advertising for a Special Permit to allow for the construction of a 378 square foot billboard in the "C-2" Commercial District located west of 125 East Tower Park Drive.

Dornoff read the staff report recommending approval of the request with the condition that the final site plan will meet all applicable city codes, regulations, etc., including, but not limited to, parking, landscaping, drainage, etc. Dornoff also noted that two letters of opposition and a letter from Lamar Advertising were sent to the Commission members.

Wilber asked for confirmation that the recommendation today goes to the Board of Adjustment, which Dornoff confirmed.

Trost asked for confirmation that the setbacks shown on the site plan are facing San Marnan Drive and the pole's location to which Dornoff stated yes it is on the San Marnan side and the pole is at the middle of the sign.

Tom Weber, Lamar Advertising, noted that Mr. Krogh stated he was confident no other business owners wanted the billboard in the area but went through a list of those that advertise on Lamar billboards and noted that Furniture Row contacted him stating their support of the billboard and feels that they have made a huge concession by going down from the original size of the billboard at 672 square feet down to the 378 square feet.

John Pollock, co-owner of the car wash adjacent to the site, questioned how will they get to the sign site when constructing the sign to which Weber responded that they would use a pickup truck where they are putting up the sign and a crane along the road and that they are more than willing to work with the neighboring property owner if possible to work out a deal for easier access.

Pollock stated they would not have room for the pickup truck due to the grade. He fears what is going to happen is that they are going to drive onto his property and then get dirt all over the place and he will have to clean it up and they are opposed to the sign.

Buzz Anderson owner, the property owner where the sign will go, stated that they owned the property for 90 years and the whole area used to be farm land. He stated that he believes the electronic sign will be beautiful and they were going to give free advertising to the City of Waterloo, they are a good business partner, and they pay taxes. He also complained about the car wash dripping on their land.

Weber asked the commission if it could be contingent on them cleaning up any mess that they made while trying to install the sign and stated that he is willing to pay the car wash owners for the ability to use their land.

Trost stated that the sign came before the Commission before at a much larger size and it is close to the 300 square feet that would not even need their review.

Parrish asked where another billboard could be placed at the 1000 feet to which Schroeder responded that to the east it would be at the Community Car Dealership and to the west it would be the west side of the former Burger King where Veridian is constructing their new branch east of Nikki Street.

It was moved by Trost and seconded by Serfling to recommend approval of the request by Lamar Advertising for a Special Permit to allow for the construction of a 378 square foot billboard in the "C-2" Commercial District located west of 125 East Tower Park Drive. Motion carried 5-1 (Parrish voting nay).

C. Plat

1. Request by the City of Waterloo for the preliminary and final plat of Waterloo Air and Rail Park 3rd Addition a replat of Tract B of Waterloo Air and Rail Park 1st Addition in the "M-2,P" Planned Industrial District located north and east of 2510 Leversee Road.

Blank read the staff report recommending approval of the request with the condition that a deed of dedication is submitted prior to the final plat being sent to the City Council.

There were no comments or questions on this request.

It was moved by Parrish and seconded by Leistikow to recommend approval of the request by the City of Waterloo for the preliminary and final plat of Waterloo Air and Rail Park 3rd Addition a replat of Tract B of Waterloo Air and Rail Park 1st Addition in the "M-2,P" Planned Industrial District located north and east of 2510 Leversee Road with the condition that a deed of dedication is submitted prior to the final plat being sent to the City Council. Motion carried unanimously.

D. Plans and Studies

1. Re-adoption and changes to the City Limits Urban Revitalization Area (CLURA) to extend the program another five years and add provisions for both in-home and commercial daycare facilities.

Schroeder went over the request.

Serfling stated that she thought it was a good plan and that the city needs more facilities to take care of children throughout the community.

Parrish asked what the Commission's responsibility is and if the a revision was going to be suggested would it come out of the Commission to which Schroeder responded that one of the roles of the Commission is to go over Plans and Studies and this is considered a plan and the Commission makes a recommendation on the plan before it is sent to City Council, and noted that the city set up what is called the GROW committee to go over and make recommendations on the plan and the committee at this point did not recommend any additional changes and yes the commission can make recommend changes to the plan.

Parrish asked for conformation that it is an abatement program to which Schroeder confirmed and Parrish further asked if it can be done as a rebate instead of an abatement to which Schroeder responded that under Iowa Law this program which is under Urban Revitalization has to be an abatement.

Trost asked if the CURA (Consolidated Urban Revitalization Area) is considered Urban Revitalization also to which Schroeder confirmed. Trost also asked if the new provisions are included in the CURA to which Schroeder responded that it already includes it since the CURA includes any improvement to a building commercial or residential that increases the taxable value while the CLURA up to this point only included new construction of one and two family homes.

Parrish asked what kind of situations the city is seeing with the abatement when after the three years someone is suddenly starting to see a big tax bill to which Schroeder responded that he has not seen any numbers or heard of foreclosures on such homes.

Parrish also asked about further details on Urban Renewal and if they can overlap then Schroeder went over the Urban Renewal and TIF (Tax Increment Financing) and how they work and noted that they can overlap and there has been incentives for residential in the downtown area that have been provided TIF incentives under Urban Renewal even though they are in the CURA district.

Trost asked if the Commission needs to take any action to which Schroeder responded that this is requested for commission action to recommend its adoption to the council.

Parrish asked for an explanation why it was decided to do three years 100% abatement while the CURA has the 10 year graduated to which Schroeder responded that with the CURA there is the option of the 10 years graduated but the decision on the 3-year 100% went back to the original GROW committee who recommended the 3-year and according to state code they could not have an option in the CLURA that was different than the CURA. Parrish also asked if the county has a preference for bookkeeping reasons to which Schroeder responded he is not aware of the county having a preference.

Boesen stated that Noel Anderson had sent out information on extending the CLURA for 5-years and included multi-family but that no longer appears to be on the table and he had previously mentioned to the Commission that instead of 3years at 100% change it to 6 years at 50% because it starts bringing taxable revenue into the city right away instead of waiting for the 4th and at the end of 3-years homeowners don't receive the sticker shock of that huge tax bill since they are already paying a portion and he appreciates the multi-family being removed. Schroeder stated that as he understands if the CURA stays with its existing two options then the only option on the CLURA is one of the two options that CLURA has or both so to do the 6-years at 50% would be an amendment to the CURA as a third option or replace a current option to which Boesen responded that can be done the same time as the CLURA is currently proposed to be changed and changing to the 6-years at 50% would make it easier to budget.

Trost asked if there is any data that shows that Waterloo is at a disadvantage if it goes to different system to which Schroeder responded that he is not aware of any data to which Schroeder responded that Anderson noted concerns that the 6-year 50% program would be a disadvantage to the city as cities such as Cedar Rapids offer 10-years at 100%

Shirk stated that Des Moines has the 10 year option in downtown as well.

Boesen stated that he believes the 10 years in Cedar Rapids is for multi-family dwellings only.

Wilber asked if the city goes to 10 years at 50% would it affect other tax programs such as the homestead credit to which Schroeder responded no as this program does not affect other programs.

Trost asked with the CURA do the people have a choice and should that choice be available through CLURA to which Schroeder responded that they do have a choice with CURA and if it should be available with CLURA is ultimately up to the City Council

Wilber asked when do they make the decision on which program that want to use with the CURA to which Schroeder responded they make it at the time they turn in the application then the application is sent to the City Council for approval and then forwarded on to the Assessor's office.

Trost asked if they want to add an option to the CLURA would the CURA then need to be amended to which Schroeder responded yes.

Parrish asked for clarification on why if they would want the 6-years at 50% added why the CURA would need to be amended because the CURA currently offers two options while the CLURA only has one to which Schroeder responded that he believes because the CURA was adopted first then the CLURA can only offer an option that the CURA has.

Trost asked why there is two different programs, was it due to different needs for the area it covers to which Schroeder responded yes and further explained about the benefits of the CURA graduated system by offering more incentives than the 3-year program, and that the program applies to mover types of improvements, and was initially trying to encourage rehabilitation and new construction in the core of the city.

Trost asked what the next steps would be if approved and if this could be tabled to which Schroeder responded that it would go to City Council and then explained the actual process involved in sending it to City Council including a mailing to all property owners in the affected area and other actions that will need to be taken. Trost also feels that all the options need to be brought before the commission so it doesn't cause problems down the road.

Parrish asked staff has information on the difference between the applications in CLURA and the ones in the CURA district and how they have affected projects to which Schroeder responded that they do keep track of the applications turned in but was not sure.

Leistikow noted as the representative from the Community Development board that their commission suggests looking at possibly expanding the CURA district with homes in some areas getting older to which Schroeder noted that a change in the CURA boundary would cause a change to the CLURA boundary as well so it would best if those actions were taken at the same time.

It was moved by Trost and seconded by Parrish to table the request of re-adoption and changes to the City Limits Urban Revitalization Area (CLURA) to extend the program another five years and add provisions for both in-home and commercial daycare facilities. Motion carried unanimously.

VI. Discussion

The next meeting of the Planning, Programming and Zoning Commission will be on September 13, 2022.

VII. Adjournment

It was moved by Serfling, seconded by Trost, to adjourn the meeting at 5:26 p.m. Motion carried unanimously.

Respectfully submitted,



John Dornoff,
Planner II

CITY OF WATERLOO

Council Communication

Airport Board Meeting minutes of September 28, 2022.

City Council Meeting: 11/7/2022
Prepared: 10/26/2022

ATTACHMENTS:

	Description	Type
🗋	Airport Board Meeting Minutes of September 28, 2022	Backup Material

SUBJECT: Airport Board Meeting minutes of September 28, 2022.

Submitted by: Submitted By:

MINUTES

WATERLOO REGIONAL AIRPORT BOARD

Wednesday, September 28, 2022

I. ROLL CALL

Board Chair, Scott Voigt, called the meeting to order at 12:02 p.m.

Board Members Present: Arlene Humble, Scott Voigt, Gwenne Berry, Doug Rathburn, Cary Darrah, Todd Holcomb and David Deeds.

City Officials Present: Ray Feuss, Council Liaison.

City Officials Absent: John Chiles, Council Liaison.

Airport Staff Present: Keith Kaspari and Sheila Combs.

Other Attendees: Martin Petersen, City Attorney; and Amanda Newton, Livingston Aviation.

II. AGENDA AS RECEIVED OR AMENDED

Mr. Kaspari stated that Item VII. A. would be deleted, as the Advance Aviation Marketing team members were unable to make the trip due to illness.

III. PUBLIC COMMENTS

None.

IV. REPORTS

A. Airport Director

Mr. Voigt asked how much notice American Airlines usually provides when they change the airline schedule, such as taking the 7 a.m. flight out of the schedule.

Mr. Kaspari stated that we usually get the schedule about 5 weeks in advance.

B. Legislative Information – Industry News

C. Misc. Monthly Airport Reports

General discussion by Staff and Board regarding budget, enplanements, and airfares.

Mrs. Humble stated, as she did in the last meeting, that we really need consistency in our flight schedules, as well as reliability from American.

In order to make connections out of O'Hare, passengers really need a 7 a.m., or earlier, flight.

Mrs. Humble went on to suggest that if the 6:30 – 7:00 a.m. slot is full, we should ask for a super early flight, such as 5:45 a.m.

That would require passengers to get up very early to get to the airport but they have to get up just as early to drive to Cedar Rapids or Des Moines for a 6:30 a.m. or 7:00 a.m. flight.

Mr. Deeds stated that he is attending the airline conference in October and has a meeting with AA officials scheduled. He's also trying to set up meetings with other airlines.

V. BOARD APPROVAL

A. Approval of Minutes of the August 31, 2022 Regular Meeting.

Mr. Voigt asked if the final bid had been received, to move forward on the Livingston HVAC replacement.

Mr. Kaspari stated Young Plumbing & Heating had questions on the specs but he should receive their bid soon and be able to move forward.

Mrs. Berry moved approval of the minutes of the August 31, 2022 meeting, seconded by Mrs. Humble. Ayes: 6. Motion carried.

B. Motion to Receive and File August 2022 Expenses.

Mrs. Humble moved that the August 2022 expenses be received and filed, seconded by Mr. Rathburn. Ayes: 6. Motion carried.

VI. OLD BUSINESS

A. Board Update: Airport Department: Personnel Update.

Mr. Kaspari stated that one candidate has been interviewed and he would like to extend an offer but has to follow the city hiring process by continuing to interview candidates, make a list for Civil Service approval and making recommendations to hire from the list.

B. Board Update: Installation of DHS/TSA Reduced Size Explosive Detection Scanner (RSEDS).

Mr. Kaspari stated that the installation process has been slowed down due to damage from shipping and the installers are waiting on replacement parts.

C. Board Update: Revision/Rewrite of ALO Airport Security Plan (ASP).

Mr. Kaspari stated that he has a template to go by but the rewrite will take time. He hopes to have it submitted to TSA for review and signature by the end of the year.

VII. NEW BUSINESS

A. Presentation / Update by Christina Cole and Kayleigh Tarbet of Advance Aviation Marketing.

As noted above, this update was postponed and will be rescheduled to a later date.

B. Board Discussion: Staff Discussion on Updating Board By-Laws & Board Expansion (Staff to Recommend Working Meeting in November).

Mr. Kaspari stated the Board By-Laws haven't been updated in many years. He would like to update and possibly see the Board expanded to 9 members.

C. Board Attendance: Staff Discussion on a Secondary Member to attend in Absence of Regular Member. (Would require approval to Board By-Laws)

Mr. Kaspari stated that he would like to allow Board members to designate a proxy, in the event they're unable to attend a meeting.

The consensus of the Board was that they wouldn't want a proxy voting for them, as that person wouldn't have the background information that Board members have.

It was suggested that a meeting attendance policy be adopted and if a member exceeds the maximum allowed number of missed meetings they should be replaced.

D. Board Discussion: ALO Staff Submittal of a Grant Application to the Black Hawk Gaming Association. (Staff to Recommend Gaming Funds to be used to Supplement Parking Lot Canopy Project)

Mrs. Darrah asked if the Airport request would be part of the City request/allocation, as the City already receives 50% of the available gaming funds.

Keeping that in mind, the Board directs Airport Director to have a conversation with the Mayor and/or Finance Manager to see if the Airport could receive a portion of the city's gaming allocation, or if the Airport would be allowed to submit a separate request for gaming funds for an upcoming cycle.

E. Project Go Letters for FY-2023 Airside Development Projects: Mr. Kaspari stated that the Project Go Letters have been received by the FAA's Kansas City Regional Office for CY-2023 Airside Development. This work includes the following:

- Pavement Reconstruction of Taxiway Alpha West;
- Pavement Rehabilitation to:
  A. Runway 12/30;
  B. Taxiway Alpha East to the intersection of RWY-30; and,
  C. Taxiway Echo.

AECOM can now begin design work and will schedule bid openings for March, 2023.

Mr. Deeds requested that the airline schedule be taken into consideration when scheduling work on Runway 12/30.

F. Project Go Letters Received by FAA Kansas City Regional Office for CARES Act Funded Projects.

Mr. Kaspari stated that Go Letters have also been received for the first two CARES Act Airport Improvement projects. This includes the following:

- HVAC System Upgrade for the Airline Passenger Terminal Building; and,
- Installation of Vehicle Exhaust System in both ARFF Vehicles.

G. Iowa DOT – Aviation Bureau Grant Agreement for FY-2023.

Mr. Kaspari stated that the IDOT Commercial Service Vertical Infrastructure and Air Service Development grants have been received and are on the 10/3 Council Agenda for approval.

The signed documents will then be returned to IDOT for execution.

VIII. STAFF AND BOARD MEMBER COMMENT

None.

IX. ADJOURNMENT

Mr. Rathburn moved adjournment of the meeting at 1:24 p.m., seconded by Dr. Holcomb. Ayes: 6. Motion carried.

Respectfully submitted,

Scott Voigt, Chairperson