# THE CITY COUNCIL OF THE CITY OF WATERLOO, IOWA, REGULAR SESSION TO BE HELD AT Harold E. Getty Council Chambers Monday, August 15, 2022 5:30 PM

**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.

**GENERAL RULES FOR PUBLIC PARTICIPATION REGULAR SESSION AGENDA**

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

B. At the presiding officer's discretion, individuals may address the presiding officer by stepping to the podium, and after recognition by the presiding officer, shall state their name, address and group affiliation, if appropriate, and speak clearly into the microphone.

C. Comments shall be germane and refrain from personal, impertinent, or slanderous remarks.

D. Cell phones and electronic devices shall be set to silent prior to the start of the meeting.

**RULES FOR PUBLIC COMMENT SECTION OF THE AGENDA**

A. Individuals shall speak one (1) time on only one (1) issue for a maximum of five (5) minutes only if they have registered with the city clerk's office no later than 4:00 p.m. on the day of the council meeting. Individuals who have not registered shall not be permitted to speak during the public comment portion of the agenda. 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.; Individuals may call the city clerk's office at 319-291-4323 or email clerk@waterloo-ia.org.

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

Jonathan Grieder, Ward 2 Council Member

**Agenda, as proposed or amended.**

**Minutes of August 1, 2022, Regular Session, as proposed.**

**PUBLIC COMMENTS**

Iowa Code Chapter 21 gives the public the right to attend council meetings but it does not require cities to allow public participation except during public hearings. The City of Waterloo encourages the public to participate during the Oral Presentations by following the rules listed on the front of the agenda.

**1. Consent Agenda:**

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

A. Resolution to approve the following:

1. Bills Payment, Finance Committee Invoice Summary Report, a copy of which is on file in the office of the City Clerk.

2. Resolution approving a signed proposal from D & G Metal Works, Inc., in the amount of $113,800.00, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054.

Submitted By: Oumie Ceesay, Associate Engineer

3. Resolution approving Variance to Noise Ordinance request from Cedar Valley Pridefest, in conjunction with Cedar Valley Pridefest 2022, to be held on Friday, August 26, 2022, from 1:00 p.m. - 12:00 a.m. and Saturday, August 27, 2022 from 8:00 a.m. - 12:00 a.m., including street closures, live musical, theatrical performances and the use of a PA system.

   Submitted By: Captain Duncan

4. Resolution approving Variance to Noise Ordinance request from Timothy O'Connor, in conjunction with a block party, to be held on September 10, 2022 from 12:00 p.m. to 9:00 p.m., in the 200 block of Dearborn Avenue, including live music.

   Submitted By: Captain Duncan

5. Resolution approving Variance to Noise Ordinance request from Donell Rivers, on behalf of Brothaz Barber Shop, in conjunction with a Voter Ready Rally, to be held on Sunday, September 11, 2022, from 3:00 p.m. - 10:00 p.m., on Almond Street between E. 4th and Iowa Street, including speakers, live performers, a DJ, music with the use of a PA system, and vendors.

   Submitted By: Captain Duncan

6. Resolution approving Variance to Noise Ordinance request from New Life Christian Ministries, in conjunction with a Victory Revival, to be held August 13-17, 2022 from 5:00 p.m. to 8:30 p.m., at Sullivan Park.

   Submitted By: Captain Duncan

7. Resolution approving Variance to Noise Ordinance request from Crystal Rhines, in conjunction with the Church Row Neighborhood Block Party, to be held August 28, 2022 from 4:00 p.m. to 8:00 p.m., in the street at Allen and W. 3rd Streets, including music and the use of a PA system.

   Submitted By: Captain Duncan

8. Resolution approving request of Ondre Teague, for a waiver for a concrete driveway, located at 4562 Winghaven 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

9. Resolution approving request of Curtis Edler, for a waiver for a concrete driveway, located at 208 Longview 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

10. Resolution approving request of Alex O'Connell, for a waiver for a concrete driveway, located at 271 Desoto Avenue, 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

11. Resolution approving request of Habitat for Humanity, for a waiver for a concrete driveway, located at 1633 Calhoun Street, 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

12. Resolution approving request of Angela Schuartz for a waiver for a concrete driveway, located at 120 Sunset Road, with the elimination of the sidewalk section due to inability to meet grade requirements.

    Submitted By: Jamie Knutson, PE, City Engineer

13. Request from Robert Petersen for a waiver for elimination of the sidewalk section and allow use of colored concrete in the concrete approach located at 239 Pauline Place.

    Submitted By: Jamie Knutson, PE, City Engineer

14. Resolution approving a partnership between the Cedar Bend Humane Society and Waterloo Animal Control Services to create and manage a City Community Cat Program, for a trial period, beginning August 15, 2022 thru January 31, 2023.

    Submitted By: Sandie Greco, Traffic Operations Director

15. Resolution waiving the aircraft landing fees for American Airlines for the remaining months of the current two-year Airport and Airline Use Agreement between the Waterloo Regional Airport, and American Airlines, Inc.

    Submitted By: Keith Kaspari, Airport Director

16. Resolution approving preliminary plans, specifications, form of contract, etc. setting date of bid opening as September 1, 2022 and date of public hearing as September 6, 2022, in conjunction with the FY 2023 Sidewalk Repair Assessment Program - Zone 2, Contract No. 1064, and instruct the City Clerk to publish notice.

    Submitted By: Oumie Ceesay, Associate Engineer

17. Resolution fixing public hearing date as September 6, 2022 for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder, and directing the Clerk to publish notice.

    Submitted By: Kelley Felchle, City Clerk

B. Motion to approve the following:

1. **TRAVEL REQUESTS**

    a. **Abraham Funchess, Jr., Rebecca Johnson, Nancy Culpepper, Human Rights**

    Class/Meeting: MLK Jr. Freedom Bus Tour 2022

    Destination: Memphis, Birmingham, Montgomery, and Selma

    Dates: November 14-18, 2022

    Amount not to exceed: $2,247.00

    b. **Martin Petersen, City Attorney**

    Class/Meeting: Iowa League of Cities Annual Conference

    Destination: Waterloo, IA

    Dates: September 28-30, 2022

    Amount not to exceed: $220.00

    c. **Pat Treloar, Fire Chief**

    Class/Meeting: Iowa League of Cities Annual Conference and Exhibit

    Destination: Waterloo, IA

    Dates: September 28-30, 2022

    Amount not to exceed: $220

    d. **B.Weliver, Fire Marshal; J.VanDyke, Fire Inspector**

    Class/Meeting: Iowa Chapter of International Association of Arson Investigators Seminar and Annual Meeting

    Destination: Johnston, IA

    Dates: September 13-15, 2022

    Amount not to exceed: $840.00

    e. **D.Jensson, Captain; B.Lowe, Firefighter**

    Class/Meeting: Iowa Chapter of International Association of Arson Investigators Seminar and Annual Meeting

    Destination: Johnston, IA

Dates: September 13-15, 2022

Amount not to exceed: $940.00

f. **Paul Huting, Director of Leisure Services**

Class/Meeting: Iowa League of Cities Annual Conference

Destination: Waterloo, IA

Dates: September 28-30, 2022

Amount not to exceed: $220.00

g. **Jason Hernandez, Medical Supervisor; Melissa Tobin, Administrative Assistant; Ben Smith, Medical Officer**

Class/Meeting: Regional EMS Billing and Documentation Conference

Destination: Des Moines, IA

Dates: August 16-17, 2022

Amount not to exceed: $1,284.84

h. **N. Sadd, Detective**

Class/Meeting: Digital Video Processing

Destination: Kansas City, KS

Dates: August 22-26, 2022

Amount not to exceed: $353.00

i. **Kelley Felchle, City Clerk**

Class/Meeting: 2022 Iowa League of Cities Annual Conference

Destination: Waterloo, IA

Dates: September 28-30, 2022

Amount not to exceed: $220.00

j. **Ray Feuss, John Chiles, Dave Boesen, Rob Nichols, Jerome Amos, and Jonathan Grieder, Council Members**

Class/Meeting: 2022 Iowa League of Cities Annual Conference

Destination: Waterloo, IA

Dates: September 28-30, 2022

Amount not to exceed: $1,320.00

k. **Randy Bennett, Matt Boquist, Public Works**

Class/Meeting: Iowa League of Cities Annual Conference

Destination: Waterloo Iowa

Dates: September 28 - 30, 2022

Amount not to exceed: $660.00

l. **Sandie Greco, Traffic Operations Director**

Class/Meeting: Iowa League of Cities Annual Conference

Destination: Waterloo, Iowa

Dates: September 28 - 30, 2022

Amount not to exceed: $220.00

m. **Chris Youngblut and Agnes Kress**

Class/Meeting: Iowa League of Cities

Destination: Waterloo, IA

Dates: September 28-30, 2022

Amount not to exceed: $440.00

n. **One member of WPD Command Staff**

Class/Meeting: Iowa League of Cities Annual Conference & Exhibit for one member of WPD command staff.

Destination: Waterloo, Iowa

Dates: 9/28/22 to 9/30/22

Amount not to exceed: $220.00

o. **Randy Bennett, Scott Brunson, Sanitation**

Class/Meeting: Iowa Society of Solid Waste Operations Fall Conference

Destination: Bettendorf, Iowa

Dates: October 3 - 5, 2022

Amount not to exceed: $1,700.00

2. **LIQUOR LICENSES**

a. **WCA Building and Amphitheatre, 225 Commercial Street *5 Day***

Class: Special Class C Liquor w/Outdoor Service

New Application Includes Sunday

Expiration Date: 10/1/2022

b. **Cedar Valley Pridefest, 200-300 Blk W 4th/500-600 Blk Jefferson**

Class: C Liquor w/Outdoor Service

New Application Includes Sunday

Expiration Date: 8/28/2022

3. **APPOINTMENTS**

a. **Nilvia Rodriguez**

Board/Commission: Human Rights Commission

Expiration Date: August 19, 2025

Re-Appointment

b. **Phillip Shirk**

Board/Commission: Planning, Programming and Zoning Commission

Expiration Date: August 15, 2025

New Appointment

4. Motion approving Change Order No. 3 with Vieth Construction Corporation of Cedar Falls, Iowa, for no increase to the project total, in conjunction with the Five Sullivan Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

5. Motion approving Change Order No. 4 with Vieth Construction Corporation of Cedar Falls, Iowa, for no increase to the project total, in conjunction with the Five Sullivan Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

6. Cigarette/Tobacco Permit New Application for CHI Town Candy Store, 410 Mobile Street.

7. Bonds.

## PUBLIC HEARINGS

**2. FY 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, Contract No. 1067.**

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.
Motion to receive, file and instruct the City Clerk to read bids.
Resolution awarding bid to Clean Infusion, LLC, of Prussia, Pennsylvania, in the amount of $538,800.00, approving the contract, bond and certificate of insurance in conjunction with the FY 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, Contract No. 1067, and authorizing the Mayor to execute said document.

Submitted By: Brian Bowman, Treatment Operations Supervisor

**3. Request by the City of Waterloo for a Site Plan Amendment to the "M-2,P" Planned Industrial District, to allow for the construction of parking lot canopies, located at 2790 Livingston Lane.**

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 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 Site Plan Amendment to the "M-2,P" Planned Industrial District, to allow for the construction of parking lot canopies located at 2790 Livingston Lane.
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

**4. Request by Camenzind Masonry for a Site Plan Amendment to the "M-2,P" Planned Industrial District to allow for construction of a 10,800 square foot Office/Warehouse facility, located north and east of 2510 Leversee Road.**

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 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 Site Plan Amendment to the "M-2,P" Planned Industrial District to allow for construction of a 10,800 square foot Office/Warehouse facility located north and east of 2510 Leversee Road.
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

**5. Sale and conveyance of City property located along Warp Drive and Leversee Road, to Camenzind Masonry, LLC, in the amount of $1.00 with an option for additional property, for the construction of a new 10,800 square foot industrial building, including approval of a Development and Minimum Assessment Agreement in the amount of $550,000.00 for phase I.**

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 approving the sale and conveyance of city owned land, located at the Northeast corner of Warp Drive and Leversee Road, to Camenzind Masonry, LLC, in the amount of $1.00 with an option for additional property, and authorizing the Mayor and City Clerk to execute said documents.
Resolution approving a Development and Minimum Assessment Agreement with Camenzind Masonry, LLC, for the construction of a new 10,800 square foot industrial building with a minimum assessed value of $550,000.00 for Phase I, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

**6. Waterloo Fire Rescue Turnout Gear 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 receive and file oral and written comments. Motion to receive, file and instruct the City Clerk to read bids.
Resolution awarding bid to Sandry Fire Supply, of Dewitt, Iowa, in the amount of $2,576.06 per set prior to September 30, 2022 and $2,799.96 per set after September 30, 2022, in conjunction with the Waterloo Fire Rescue Turnout Gear Replacement Project, and authorizing the Mayor to execute said document.

Submitted By: Pat Treloar, Fire Chief

**RESOLUTIONS**

**7.** Resolution approving a Development Agreement with Mid Country Property Management, LLP, with tax rebates of five (5) years at 50 percent and four (4) years at 23 percent, for the construction of a new 18,000 square foot office, showroom and shop, located at 4718 Sergeant Road, a Minimum Assessment Agreement in the amount of $1,553,320.00, and authorizing the Mayor and City Clerk to execute said document.

Submitted By: Noel Anderson, Community Planning and Development Director

**8.** Resolution approving a Purchase Agreement with SofSurfaces, Inc., of Petrolia, Canada, in the amount of $85,000.00, in conjunction with the FY2023 Lafayette Park Playground Resurfacing Project, and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Travis Nichols, Facilities/Project Manager

**9.** Resolution approving a Professional Services Agreement with Public Consulting Group for project management, cost analysis, quality assurance and compliance with the Ground Emergency Medical Transport program, and authorizing the Mayor to execute said document.

Submitted By: Jason Hernandez, Medical Supervisor

**10.** Resolution approving Professional Services Agreement with Strand Associates of Madison, Wisconsin, to provide Engineering services for the Wastewater Treatment Plant Nutrient Reduction Study Project, in an amount not to exceed $44,200.00, and authorize the Mayor to execute said document.

Submitted By: Brian Bowman, Treatment Operations Supervisor

**11.** Resolution approving construction plans for grading, paving, and utility serving the Edison Addition, as submitted by the City of Waterloo, Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, and final acceptance of construction plans subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents.

Submitted By: Jamie Knutson, PE, City Engineer

**12.** Resolution approving City/State Funding Agreement for Federal-Aid Funding, in the amount of $1,000,000.00,in conjunction with the FY 2023 Hammond Avenue Bridge Replacement Over Sink Creek, Contract No. 922, as part of the Department of Transportation's City Highway Bridge Program, and authorizing the Mayor to execute said document.

Submitted By: Jamie Knutson, PE, City Engineer

**13.** Resolution approving Supplemental Agreement No. 6 to a Professional Services Agreement with Wayne Claassen Engineering and Surveying, Inc., of Waterloo, Iowa, originally executed October 10, 2016, in an amount not to exceed $_____, in conjunction with the FY 2023 Hammond Avenue Bridge Replacement Over Sink Creek Project, Contract No. 922, and authorizing the Mayor and City Clerk to execute said document.

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

**14.** Resolution approving a Smart City Strategic Planning Services Agreement with Honeywell International, Inc., of Atlanta Georgia for development of the Smart City Strategic Plan, and authorizing the Mayor to execute said document.

Submitted By: Quentin Hart, Mayor

**15.** Resolution approving the Employee Policies and Procedures Handbook for City Employees and authorizing the Mayor and City Clerk to execute said documents.

Submitted By: Lance Dunn, Human Resources Director

## ORDINANCES

**16. Ordinance amending the Traffic Code by amending Section 564, Two Hour Parking.**

Motion to receive, file and consider for the first time an Ordinance amending the Traffic Code by amending Section 564, Two Hour Parking, 8:00 a.m. to 6:00 p.m., by rescinding Subsection (1) Bellaire Road in its entirety, to Section 564, Two Hour Parking, 8:00 a.m. to 6:00 p.m., of the Traffic Code.
Motion to suspend the rules.
Motion to receive, file, consider and pass for the second and third times and adopt said ordinance.

Submitted By: Sandie Greco, Traffic Operations Director

## ADJOURNMENT

**Motion to adjourn.**

Kelley Felchle
City Clerk

## MEETINGS

4:10 p.m. Council Work Session, Harold E. Getty Council Chambers

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

## PUBLIC INFORMATION

1. Design Review Board minutes of June 22, 2022.

2. Airport Board Meeting Minutes of June 22, 2022.

3. Complete Streets minutes of May 31 and June 28, 2022.

4. Waterloo Housing Authority Board minutes of July 18, 2022.

5. Historic Preservation Commission minutes of special meeting on April 21 and the regular meeting on May 17, 2022.

6. Communication from the Street Department on the notice of the conclusion of employment for Russ Kies, Equipment Operator II, effective 7/21/2022 with recommendation of approval of payout of $4,095.30 for unused benefits.

# CITY OF WATERLOO

**Council Communication**

Minutes of August 1, 2022, Regular Session, as proposed.

**City Council Meeting**: 8/15/2022
**Prepared**:

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | Minutes of August 1, 2022 | Backup Material |

Submitted by: Submitted By:

August 1, 2022

The Council of the City of Waterloo, Iowa, met in Regular Session at Harold E. Getty Council Chambers, Waterloo, Iowa, at 5:30 p.m., on Monday, August 1, 2022. Mayor Quentin Hart in the Chair. Roll Call: Boesen, Nichols, Amos, Chiles, Grieder, Wilder and Feuss. Mr. Feuss appeared via Zoom.

Prayer or Moment of Silence.

Pledge of Allegiance: Willie Mae Wright, Former Council Member

107640 - Feuss/Wilder

that the Agenda, as proposed, for the Regular Session on Monday, August 1, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

107641 - Feuss/Wilder

that the Minutes, as proposed, for the Regular Session on Monday, July 18, 2022, at 5:30 p.m., be accepted and approved. Voice vote-Ayes: Seven. Motion carried.

Proclamation declaring August 2, 2022 as National Night Out.

PUBLIC COMMENTS

Aaron Stacey Roberts, 411 Almond Street, shared that at the last Walnut Neighborhood Association their councilperson who attended, and said that the decision about the pool was made by five young intelligent African Americans and that there had also been a survey had been done. He researched this and spoke with everyone in the community across the street from the pool, that there was no survey done. He started a petition and brought over 500 signatures of people in the community who did not get the survey, nor do they want the swimming pool closed.

Mr. Amos commented that there was a conversation at the meeting, but it is obviously that what was heard was not the way it was said.

Mr. Grieder thanked everyone who came out to the second conversation about gun violence. He thanked a number of staff for all that they are doing. He questioned the timeline on St. Mary's.

Noel Anderson, Community Planning and Development Director, provided an overview of the current status and stated there is still some asbestos testing to be done. He noted that demolition projects are typically let in the fall for winter work.

Mr. Boesen recognized two 911 dispatchers who just retired. He shared that they did not work for the city but they did incredibly important work serving the community.

Mr. Chiles thanked Grow Cedar Valley for the tremendous work they are doing in the Cedar Valley. He further asked for an update on the cement work at the Waterloo Convention Center.

Jamie Knutson, City Engineer, explained that the concrete work is lagging behind on the plaza with the latest completion date scheduled for October.

Mr. Amos requested Item 1.A.21 be removed from the consent agenda.

107642 - Grieder/Chiles

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

CONSENT AGENDA

107643 - Feuss/Wilder

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 July 25, 2022, in the amount of $2,155,955.26, and August 1, 2022, in the amount of $3,208,215.61, 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. 2022-483.

2. Resolution approving Variance to Noise Ordinance request from Cathy Ketton, in conjunction with the Splash of Color Breast Cancer Support Group 11th Annual 3K Walk Fundraiser, to be held October 8, 2022 from 8:00 a.m. to noon, in and around E. 4th and Adams Streets and Sullivan Park under the Shelter, including the use of music and a PA system.

   Resolution adopted and upon approval by Mayor assigned No. 2022-484.

3. Resolution approving Variance to Noise Ordinance request in conjunction with a Private Party to be held at Splash Pool, located at 3321 Ansborough Avenue, on August 20, 2022 from 3:00 p.m. to 6:00 p.m., including live music.

   Resolution adopted and upon approval by Mayor assigned No. 2022-485.

4. Resolution authorizing the Traffic Engineer to submit for an Iowa DOT Traffic Safety Improvement Program Grant, in the amount of $500,000.00, for installation of a roundabout at the intersection of E. Shaulis Road and Hammond Avenue, committing to maintaining the improvements for the life of the project, and authorizing the Mayor to execute said document.

   Resolution adopted and upon approval by Mayor assigned No. 2022-486.

5. Resolution
   approving application for an Iowa Department of Transportation Traffic Safety Improvement Gr ant for traffic signalization of Mullan Avenue (US 63) and Sycamore Street intersection, in the amount of $251,000, committing to maintaining the improvements for the life of the project, and authorizing the Mayor to execute said document.

   Resolution adopted and upon approval by Mayor assigned No. 2022-487.

6. Resolution approving a Resources Enhancement and Protection Grant application, in an amount not to exceed $193,890.00 with no required City match, in conjunction with the Greenbelt Lake Improvements Phase 2 Project, and authorizing the Mayor to execute said document.

   Resolution adopted and upon approval by Mayor assigned No. 2022-488.

7. Resolution approving a grant agreement with the Otto Schoitz Foundation in the amount of $1 million, in conjunction with the Transforming Gates and Byrnes Parks Project, and authorizing the Leisure Services Director to execute said document.

   Resolution adopted and upon approval by Mayor assigned No. 2022-489.

8. Resolution approving request to hold MDA Boot Block on August 19, 26 and September 2, 2022 from 3:00 p.m. to 6:00 p.m., at the intersections of Franklin and E. 3rd Streets, Ansborough Avenue, LaPorte Road and San Marnan Drive, and Kimball and Ridgeway Avenues.

   Resolution adopted and upon approval by Mayor assigned No. 2022-490.

9. Resolution accepting the Local Fire Protection and Emergency Medical Services Grant, for the purchase of a BDS Laundry washer/extractor by the State of Iowa for delivery to and use by Waterloo Fire Rescue, in the amount of $8,368.00, and authorize the Fire Chief to execute said document.

   Resolution adopted and upon approval by Mayor assigned No. 2022-491.

10. Resolution approving request of Sheila Washington, for a waiver for a concrete driveway, located at 511 Mildred Avenue, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

    Resolution adopted and upon approval by Mayor assigned No. 2022-492.

11. Resolution approving request of Izet Cejvanovic, for a waiver for a concrete driveway, located at 2176 Country Lane, and authorize the construction of a concrete driveway and placing a driveway or sidewalk on city right-of-way on an unimproved street.

    Resolution adopted and upon approval by Mayor assigned No. 2022-493.

12. Resolution approving the request of Luiz Gustavo, for tax exemptions on the construction of a new single family home valued at $321,531.00, for property located at 3346 Lincolnshire Road, and located in the City Limits Urban Revitalization Area (CLURA).

    Resolution adopted and upon approval by Mayor assigned No. 2022-494.

13. Resolution approving award of bid to Peterson Contractors, Inc., of Reinbeck, Iowa in the amount of $121,562.90, approving the contract, bonds, and certificate of insurance, in conjunction with the FY 2023 Martin Luther King Jr. Drive/Northeast Industrial Park Wetland Mitigation, Contract No. 1005, and authorizing the Mayor and City Clerk to execute said documents.

    Resolution adopted and upon approval by Mayor assigned No. 2022-495.

14. Resolution approving award of bid to K & W Electric, Inc., of Cedar Falls, Iowa in the amount of $749,772.30, and approving the contract, bonds, and certificate of insurance in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054, and authorizing the Mayor and City Clerk to execute said documents.

    Resolution adopted and upon approval by Mayor assigned No. 2022-496.

15. Resolution approving Acceptance of Improvements of the Audubon Hills Second Addition, performed by Owen Contracting, Inc., of Cedar Falls, Iowa and Jesup Land Improvement Co., of Jesup, Iowa, and receive and file a two-year maintenance bond.

    Resolution adopted and upon approval by Mayor assigned No. 2022-497.

16. Resolution approving Completion of Project and Recommendation of Acceptance of Work for work performed by Failor-Hurley Construction of Waterloo, Iowa, in conjunction with the traffic Control Room Remodeling, Iowa DOT Project No. STP-U-8155(755)--70-07, in the amount of $55,331.00, and release of retainage in the amount of $2,766.55.

    Resolution adopted and upon approval by Mayor assigned No. 2022-498.

17. Resolution approving Completion of Project and Recommendation of Acceptance of Work, for work performed by Brock Even Construction, LLC, of Jesup, Iowa, in the amount of $309,481.43, in conjunction with the FY 2022 Sidewalk Repair Assessment Program - Zone 1, Contract No. 1055, and receive and file a two-year maintenance bond.

    Resolution adopted and upon approval by Mayor assigned No. 2022-499.

18. Resolution setting date of public hearing as August 15, 2022, to approve a request by the City of Waterloo for a Site Plan Amendment to the “M-2,P” Planned Industrial District, to allow for the construction of parking lot canopies located at 2790 Livingston Lane, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-500.

19. Resolution setting date of public hearing as August 15, 2022 for the sale and conveyance of City owned property, in the amount of $1.00 with a minimum assessed value of $550,000.00,

and option for additional property, located along Warp Drive and Leversee Road, for the construction of a new 10,800 square foot industrial building, including a Development and Minimum Assessment Agreement with Camenzind Masonry, LLC, and instruct the City Clerk to publish notice.

Resolution adopted and upon approval by Mayor assigned No. 2022-501.

20. Resolution setting date of public hearing as August 15, 2022, to approve a request by Camenzind Masonry for a Site Plan Amendment to the "M-2,P" Planned Industrial District to allow for construction of a 10,800 square foot Office/Warehouse facility located east of 2210 Leversee Road, and instruct the City Clerk to publish notice.

    Resolution adopted and upon approval by Mayor assigned No. 2022-502.

~~21. Resolution designating $4.5 Million in City Matching Funds for the Transforming Gates and Byrnes Parks Project.~~

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

22. Resolution approving an Amendment to Lease Agreement with Cedar Valley Youth Soccer Association, for a 10-year extension and addition of land located at 3031 West Ridgeway Avenue for the use of soccer activities, and authorizing Mayor and City Clerk to execute said documents.

    Resolution adopted and upon approval by Mayor assigned No. 2022-503.

b. Motion to approve the following:

1.

| Travel Requests | | | | |
|---|---|---|---|---|
| Name & Title of Personnel | Class/Meeting | Destination | Date(s) | Amount not to Exceed |
| a. LeAnn Even, Deputy City Clerk | Iowa League of Cities Annual Conference | Waterloo, IA Waterloo Convention Center | September 28-30, 2022 | $220.00 |
| b. Kelly Martin, Jon Martin, Rudy Jones, Community Development | Mini - Lead Conference | Omaha, NE | August 7-8, 2022 | $992.00 |
| c. Julie Dawson, Director, Wanda Dorris, Housing Coordinator, Janet Wessels, Housing Coordinator, and Jennifer McGee, Bookkeeper/Administrative Assistant | Iowa National Association of Housing and Rehabilitation Officials 2022 Annual Conference/Training | West Des Moines, IA | September 14-15, 2022 | $3,540.00 |
| d. Jennifer McGee, Bookkeeper/Administrative Assistant | Housing Choice Voucher Financial Accounting and Reporting | Online | October 4-6,2022 | $892.50 |
| e. Keith Kaspari, Airport Director | 4-States Aviation / Airport Conference | Kansas City, MO | August 24-26, 2022 | $1,010.00 |

2.

| Approved Beer, Liquor, and Wine Applications | | | | |
|---|---|---|---|---|
| Name & Address of Business | Class | New or Renewal | Expiration Date | Includes Sunday |
| a. Applebee's Neighborhood Grill& Bar, 2780 Crossroads Blvd. | C Liquor | Renewal | 6/23/2023 | x |

| | | | | | |
|---|---|---|---|---|---|
| b. | Benevolent & Protective Order of Elks #290, 407 E. Park Ave. | C Liquor w/Outdoor Service and Catering | Renewal | 6/30/2023 | x |
| c. | BJ's Bar and Billiards, 110 Ida St. | C Liquor w/Outdoor Service | Renewal | 7/29/2023 | x |
| d. | Cedar Valley Arboretum & Botanic Gardens, 1927 E. Orange Rd. *5-Day* | B Beer w/Outdoor Service | New | 8/15/2022 | x |
| e. | Chilito's Mexican Bar and Grill, 441 E. Tower Park Drive | C Liquor w/Outdoor Service | Renewal | 8/7/2023 | x |
| f. | Dad's Pub, 1106 La Porte Rd. | C Liquor w/Outdoor Service | Renewal | 6/30/2023 | x |
| g. | Family Dollar Store #21424, 1120 Franklin St. *Ownership Update* | B Wine / C Beer | New | 8/8/2022 | x |
| h. | Kwik Star #723, 707 Broadway St. | B Wine / C Beer | Renewal | 7/21/2023 | x |
| i. | Kwik Star #724, 1105 Cedar Bend St. | B Native Wine / C Beer | Renewal | 7/21/2023 | x |
| j. | Kwik Star #732, 324 Fletcher Ave. | B Wine / C Beer | Renewal | 7/21/2023 | x |
| k. | Kwik Star #722, 1214 Franklin St. | B Wine / C Beer | Renewal | 7/21/2023 | x |
| l. | Maple Lanes, 2608 University Ave. | C Liquor w/Outdoor Service | Renewal | 7/22/2023 | x |
| m. | Red Lobster #6267, 941 E. San Marnan Dr. | C Liquor | Renewal | 7/27/2023 | x |
| n. | Verve Kombucha, 327 W. 3rd St. | C Liquor w/Outdoor Service | Renewal | 7/9/2023 | x |
| o. | Waterloo Fraternal Order of Eagles, 202 E. 1st St. *Ownership Update* | A Liquor w/Outdoor Service | New | 7/14/2023 | x |
| p. | XO Food & Liquor, 428 Franklin St. | B Wine / C Beer / E Liquor | Renewal | 8/9/2023 | x |

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

| Appointee | Board/Commission | Expiration Date | New or Re-Appointment |
|---|---|---|---|
| Mark Kuiper | Design Review Board | August 12, 2025 | Re-Appointment |
| Jessica Rucker | Design Review Board | August 5, 2025 | Re-Appointment |
| Dennis Hart | Human Rights Commission | January 18, 2025 | New |

3. Motion approving Final Quantity Summary with Brock Even Construction, LLC, of Jesup, Iowa, for a net decrease of $74,593.75, in conjunction with the FY 2022 Sidewalk Repair Assessment Program - Zone 1, Contract No. 1055, and authorizing the Mayor and City Clerk to execute said document.

3. Recommendation of appointment of Doug T. Smith from the current Civil Service list, to the position of Equipment Operator II in the Street Department, pending completion of physical and drug testing, effective August 8, 2022.

3. Recommendation of appointment of Bridgett Wood to the position of Public Works Coordinator in the Public Works Division, pending completion of physical and drug testing, effective August 15, 2022.

3. Bonds.

Roll call vote-Ayes: Seven. Motion carried.

107644 - Amos/Chiles

Resolution designating $4.5 Million in City Matching Funds for the Transforming Gates and Byrnes Parks Project. Roll-call vote-Ayes: Six. Nays: One (Wilder). Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-504.

Terry Stevens, 1629 Ackermant, shared several questions and opinions about the pool project.

Paul Huting, Leisure Services Director, addressed the questions by providing an overview of the expenditures necessary for the pool project.

Mayor Hart gave a presentation on the pool project.

Sophia Mays, 400 Block of Dane, commented that there was not enough community involvement and engagement so the people are caught off guard about what is proposed for Gates Park.
She added that people are upset about a pool not being planned on the North End.

Mark Allen, 411 Candlewick Road, commented that the Black Community wants this project done. He shared that he worked at Gates in 1968. He shared that he used to cut the pool in half because they could not have enough people attending. He added that this project is going to be a beautiful addition to the east side of the community and will bring pride to residents.

Mr. Chiles commented that this project is going to make our citizens proud. This will be a beautiful addition to the City of Waterloo.

Ms. Wilder questioned if the resolution is approved tonight, is there a chance to revisit and consider a pool.

Paul Huting commented that the $8.5 million dollars we have received in grants already were based on the plans shared tonight. He reiterated an earlier comment that the original Gates pool had very little attendance.

Mr. Boesen provided an overview of the transportation that is planned as part of the project to help facilitate swim lessons for all children.

PUBLIC HEARINGS

107645 - Grieder/Wilder

that proof of publication of notice of public hearing on resolution authorizing the sale and conveyance of City property located adjacent to 120 Smith Street and west of 136 Smith Street, in the amount of $850.00, to LuAnn Stoakes with no development agreement., as published in the Waterloo Courier on July 22, 202, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107646 - Grieder/Wilder

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

107647 - Grieder/Wilder

that “Resolution authorizing the sale and conveyance of City property located adjacent to 120 Smith Street and west of 136 Smith Street, in the amount of $850.00, to LuAnn Stoakes with no development agreement, and authorizing the Mayor to execute said documents”, be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Mr. Boesen questioned how the purchase price was determined.

Noel Anderson, Community Planning and Development Director, explained the purchase price.

Resolution adopted and upon approval by Mayor assigned No. 2022-505.

107648 - Nichols/Wilder

that proof of publication of notice of public hearing on request by Hawkeye Community College for a Site Plan Amendment to the "R-1,R-P" Planned Residence District to allow for the construction of five (5) one-story single-family homes at Williston Field, located east of 1202 West 7th Street., as published in the Waterloo Courier on July 22, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

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

107649 - Nichols/Wilder

that the hearing be closed and recommendation of approval of the Planning, Programming and Zoning Commission, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

107650 - Nichols/Wilder

that "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 Site Plan Amendment to the "R-1,R-P" Planned Residence District to allow for the construction of five (5) one-story single-family homes at Williston Field, located east of 1202 West 7th Street", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

107651 - Nichols/Wilder

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

107652 - Nichols/Wilder

that "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 Site Plan Amendment to the "R-1,R-P" Planned Residence District to allow for the construction of five (5) one-story single-family homes at Williston Field, located east of 1202 West 7th Street", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5656.

107653 - Chiles/Wilder

that proof of publication of notice of public hearing on FY 2022 Sergeant Road Trail Bridges No. 2 and No. 3 Replacement, Contract No. 1070, as published in the Waterloo Courier on July 18, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

This being the time and place of public hearing, the Mayor called for written and oral comments.

David Dryer, 3145 W. 4th Street, questioned why a bridge is needed at this location and why the city does not build culverts at this location.

Jamie Knutson, City Engineer, explained the construction plans for the project.

107654 - Chiles/Wilder

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

107655 - Chiles/Wilder

that "Resolution approving plans, specifications, forms of contract, etc., and authorizing to proceed", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Mr. Boesen questioned if a cost comparison was completed on moving the trail to the top of the levee.

Jamie Knutson, City Engineer, explained that moving the trail was not explored and explained the reason why concrete is so expensive.

Resolution adopted and upon approval by Mayor assigned No. 2022-506.

107656 - Chiles/Wilder

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

Engineer's Estimate:

Division 1: $191,147.00
Division 2: $168,694.00
Total Estimate: $359,841.00

| Bidder | Bid Security | Bid Amount |
|---|---|---|
| Lodge Construction, Inc.<br>Clarksville, IA | 5% | Division 1: $173,299.20<br>Division 2: $168,048.00<br>Total: $341,347.20 |
| Peterson Contractors, Inc.<br>Reinbeck, IA | 5% | Division 1: $175,416.25<br>Division 2: $147,986.70<br>Total: $323,402.95 |

Voice vote-Ayes: Seven. Motion carried.

107657 - Chiles/Wilder

that "Resolution approving award of bid to Peterson Contractors, Inc., of Reinbeck, Iowa, in the amount of $323,40295, approving the contract, bond and certificate of insurance, in conjunction with the FY 2022 Sergeant Road Trail Bridges No. 2 and No. 3 Replacement, Contract No. 1070, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Paul Huting, Director Leisure Services, recognized Cedar Valley Trails for their contribution of $35,000.

John Chiles also thanked Cedar Valley Trails and looks forward to this being approved.

Resolution adopted and upon approval by Mayor assigned No. 2022-507.

107658 - Grieder/Amos

that proof of publication of notice of public hearing on five year Business Property Lease Agreement with International Investment Risk Trust, LLC, for the lease/conveyance of land in the South Waterloo Business Park for multiple data containers/centers and rights to additional land in the South Waterloo Business Park for future projects, in the amount of $1,000.00 per month, and option to purchase property for $1.00, and approval of a Development Agreement, as published in the Waterloo Courier on July 22, 2022, be received and placed on file. Voice vote-Ayes: Seven. Motion carried.

This being the time and place of public hearing, the Mayor called for written and oral comments.

David Dryer, 3145 W. 4th Street, questioned who is the developer, questioned if a traffic impact study has been completed,

Noel Anderson, Community Planning and Development Director, provided an overview of the project and addressed Mr. Dryer's questions.

107659 - Grieder/Amos

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

107660 - Grieder/Amos

that "Resolution approving five year Business Property Lease Agreement with International Investment Risk Trust, LLC, for the lease/conveyance of land in the South Waterloo Business Park for multiple data containers/centers and rights to additional land in the South Waterloo Business Park for future projects, in the amount of $1,000.00 per month, and option to purchase property for $1.00, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Dave Boesen thanked Noel Anderson for holding meeting with council and the developers.

Jonathan Grieder commented that he is excited about the project and our investment in our future and this property is one of the things that will help attract young entrepreneurs back to our city.

Resolution adopted and upon approval by Mayor assigned No. 2022-508.

107661 - Grieder/Amos

that "Resolution approving the sale and conveyance of property in the South Waterloo Business Park, in the amount of $1.00, and authorizing the Mayor and City Clerk to execute said document. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-509.

107662 - Grieder/Amos

Resolution approving a Development Agreement with International Investment Risk Trust, LLC, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll-call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-510.

RESOLUTIONS

107663 - Boesen/Wilder

that "Resolution approving an amendment to the Animal Control Services Agreement with the Cedar Bend Humane Society, originally executed June 19, 2017, in conjunction with August 2022 thru July 2026 Animal Control Service Fees, and authorizing the Mayor and City Clerk to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-511.

107664 - Boesen/Wilder

that "Resolution approving an Amendment to a Development Agreement with Debra Kay Hodges, for an extension of time to rehabilitate 1644 Logan Avenue, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Mr. Boesen expressed dissatisfaction with the project and wished that it would be farther along than it currently is.

Damian Carter, Developer for Ms. Hodges, explained that the project is working on supply chain issues and trying to work through those. He further explained progress the developer has made on the project to date.

Resolution adopted and upon approval by Mayor assigned No. 2022-512.

107665 - Boesen/Wilder

that "Resolution approving documents, and adopt and levy the Final Schedule of Assessments, in conjunction with the FY 2022 Sidewalk Repair Assessment Program - Zone 1, Contract No. 1055, and instruct the City Clerk to publish notice", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-513.

107666 - Amos/Grieder

that "Resolution approving a Professional Services Agreement with Terracon Consultants, Inc., of Cedar Falls, Iowa, in an amount not to exceed $8,700.00, in conjunction with the FY 2023 Hwy. 21 and E. Orange Road Sanitary Sewer Extension, Contract No. 1071, and authorizing the Mayor to execute said document", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-514.

107667 - Amos/Grieder

that "Resolution approving amendments to the City of Waterloo Records Request Policy, originally adopted by Resolution No. 2017-113", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-515.

107668 - Grieder/Amos

that "Resolution approving a Purchase Rights Agreement with Cause-Related Opportunity Zone Fund LLC, for the purchase and redevelopment of the parking lot near the Sportsplex for a parking ramp and residential development, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

David Dryer, 3145 W. 4th Street, questioned who the developer is and if a parking ramp is truly necessary at this location.

Noel Anderson, Community Planning and Development Director, provided an overview of the item and plans for the project.

Mr. Boesen questioned where people would park while the project is going from start to completion. He stated that the SportsPlex could not afford to lose patrons due to construction.

Resolution adopted and upon approval by Mayor assigned No. 2022-516.

107669 - Grieder/Amos

that "Resolution approving a Real Estate Purchase Agreement with Union Development Holdings, LLC, for a 10.78 acre parcel of land owned by the City of Waterloo to be developed for a total of at least 150 multifamily units, and authorizing the Mayor and City Clerk to execute said documents", be adopted. Roll call vote-Ayes: Seven. Motion carried.

Resolution adopted and upon approval by Mayor assigned No. 2022-517.

ORDINANCES

107670 - Amos/Chiles

that "an ordinance establishing grades for the City of Waterloo FY 2022 Sidewalk Repair Assessment Program – Zone 1, Contract No. 1055", be received, placed on file, considered and passed for the first time. Roll call vote-Ayes: Seven. Motion carried.

107671 - Amos/Chiles

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

107672 - Amos/Chiles

that "an ordinance establishing grades for the City of Waterloo FY 2022 Sidewalk Repair Assessment Program – Zone 1, Contract No. 1055", be considered and passed for the second and third times and adopted. Roll call vote-Ayes: Seven. Motion carried.

Ordinance adopted and upon approval by Mayor assigned No. 5657.

ADJOURNMENT

107673 - Chiles/Boesen

that the Council adjourn at 7:07 p.m. Voice vote-Ayes: Seven. Motion carried.

_____
Kelley Felchle
City Clerk

# CITY OF WATERLOO

**Council Communication**

Resolution approving a signed proposal from D & G Metal Works, Inc., in the amount of $113,800.00, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054.

**City Council Meeting**: 8/15/2022
**Prepared**: 6/28/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| 🗋 | Cont 1054_D & G Metal Works Proposal_tower skins and screens | Cover Memo |

| | |
|---|---|
| **SUBJECT:** | Resolution approving a signed proposal from D & G Metal Works, Inc., in the amount of $113,800.00, in conjunction with the FY 2022 4th Street Bridge and Dam Lighting Project, Contract No. 1054. |
| Submitted by: | Submitted By: Oumie Ceesay, Associate Engineer |

Expenditure Required/Source of Funds: Waterloo Development Corporation and Gaming Funds

Phone: 319-233-1920

**D&G Metal Works, Inc.**

Fax: 319-233-1927

**June 8, 2022**

**Invision Architecture**
**ATTN: Roland**

***Quotation:*** **4TH Street Bridge Light Towers**

We propose to furnish material and labor for fabrication and installation of Wall Related Sheet Metal as specified below:

***General notes:***

1. Quotation includes 14 ga. Weathered Steel Panels, 3/8" Steel L Angle, and 3/8" Hat Channel and Miscellaneous Framing installation and materials.
2. Quotation includes Manufacturing of the Steel Panels.
3. Quotation includes 3/16" Clear UV Protected Polycarbonate Panels installation and materials.
4. Alternate #1 is to change Light Towers from 14 ga. to 11ga. Steel Panels.
5. Quotation excludes any other sheet metal work not listed above.
6. Quotation excludes taxes.

**Total Price for above specified sheet metal:**

| | | | |
|---|---|---|---|
| **Light Towers:** | | **One Hundred Nine Thousand Five Hundred Dollars.** | **$109,500.00** |
| **Alternate #1:** | **ADD** | **Four Thousand Three Hundred Dollars.** | **$4,300.00** |

**Respectfully Submitted By,**

**Doug DuBois**
**Manager/ Estimator**

***D & G Metal Works***
***2524 Wagner Road***
***Waterloo, IA 50703***
***Ph: (319)233-1920***
***Fax: (319) 233-1927***

***ACCEPTANCE:** _____

**DATE:** _____

***Subject to standard D&G Metal Works, Inc terms and conditions of sale.**

***TERMS:*** *NET PAYMENT DUE UPON DELIVERY, NET 30 WITH APPROVED CREDIT, OR PRE-ARRAINGED CONTRACT AGREEMENT HAS BEEN EXECUTED. INTEREST PENALTY OF 1-1/2% PER MONTH TO ACCRUE ON ALL LATE PAYMENTS, OR MAXIMUM ALLOWED BY LAW. THIS PROPOSAL IS VALID FOR A PERIOD OF 30 DAYS FROM THE ABOVE DATE AND SHALL BE NULL AND VOID AFTER THAT TIME.*

# CITY OF WATERLOO

**Council Communication**

Resolution approving Variance to Noise Ordinance request from Cedar Valley Pridefest, in conjunction with Cedar Valley Pridefest 2022, to be held on Friday, August 26, 2022, from 1:00 p.m. - 12:00 a.m. and Saturday, August 27, 2022 from 8:00 a.m. - 12:00 a.m., including street closures, live musical, theatrical performances and the use of a PA system.

**City Council Meeting**: 8/15/2022
**Prepared**: 7/26/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| 🗋 | Noise Variance - 2022 CV Pridefest | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving Variance to Noise Ordinance request from Cedar Valley Pridefest, in conjunction with Cedar Valley Pridefest 2022, to be held on Friday, August 26, 2022, from 1:00 p.m. - 12:00 a.m. and Saturday, August 27, 2022 from 8:00 a.m. - 12:00 a.m., including street closures, live musical, theatrical performances and the use of a PA system. |
| Submitted by: | Submitted By: Captain Duncan |

APPLICATION

FOR

VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Cedar Valley Pridefest

APPLICANT'S ADDRESS: PO Box 1435, Waterloo, IA 50703

APPLICANT'S PHONE #: 773.255.2258

ANTICIPATED DATE OF VARIANCE: Friday, August 26 and Saturday, August 27, 2022

NAME OF EVENT: Cedar Valley Pridefest 2022

TIMES OF DAY OF VARIANCE: Friday, 1 pm to 12:00 am; and Saturday, 8 am to 12:00 am

GEOGRAPHICAL LOCATION OF VARIANCE: 200-300 Block of West 4th Street and 500-600 of Jefferson Street.

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES:

There are seven buildings with apartments within 300 feet. (217-229 W 4th Street, 612-616 Jefferson, 704 Jefferson.)

PLEASE EXPLAIN THE EVENT REQUIRING THE VARIANCE AND BE SPECIFIC, INCLUDE GEOGRAPHICAL LOCATION, AND WHAT ACTUALLY WILL EXCEED THE NOISE ORDINANCE, SUCH AS A BAND PLAYING, PA SYSTEM, ETC.

1. The event will feature 6 hours of programing on Friday, August 26 and 12 hours on Saturday, August 27. Performances will include DJ, live musical acts, theatrical performances, PA announcements, and related content. Sound checks will be conducted on Friday afternoon and Saturday morning.

2. General crowd noise associated with a street festival.

/s/ Cedar Valley Pride, Inc by

Applicant's Signature

June 21, 2022

Date

CITY COUNCIL ACTION:

APPROVAL:

DENIAL:

Police Dept. Recommendation

APPROVAL: Captain Duncan

DENIAL:

DECIBEL LEVEL: ≤ 100 DBA

# CITY OF WATERLOO

**Council Communication**

Resolution approving Variance to Noise Ordinance request from Timothy O'Connor, in conjunction with a block party, to be held on September 10, 2022 from 12:00 p.m. to 9:00 p.m., in the 200 block of Dearborn Avenue, including live music.

**City Council Meeting**: 8/15/2022
**Prepared**: 7/26/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | Noise Variance - O'Connor | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving Variance to Noise Ordinance request from Timothy O'Connor, in conjunction with a block party, to be held on September 10, 2022 from 12:00 p.m. to 9:00 p.m., in the 200 block of Dearborn Avenue, including live music. |
| Submitted by: | Submitted By: Captain Duncan |

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: TIMOTHY E O'CONNOR

APPLICANT'S ADDRESS: 559 INDIANA ST. W/100 IA 50703

APPLICANT'S PHONE #: (319) 290-5206

ANTICIPATED DATE OF VARIANCE: SEPTEMBER 10, 2022

NAME OF EVENT: Block PARTY

TIMES OF DAY OF VARIANCE: 12:00 AM TO 9:00 PM

GEOGRAPHICAL LOCATION OF VARIANCE: 200 Block OF DEARBORN Avenue WATERLOO

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: MINIMUM OF 1 Block FROM All NON-INVOLVED Houses

PLEASE EXPLAIN THE EVENT REQUIRING THE VARIANCE AND BE SPECIFIC, INCLUDE GEOGRAPHICAL LOCATION, AND WHAT ACTUALLY WILL EXCEED THE NOISE ORDINANCE, SUCH AS A BAND PLAYING, PA SYSTEM, ETC.

ANNUAL Block PARTY CELEBRATING FRIENDS AND NEIGHBORS. THIS IS THE DATE OF THE IOWA VS. IOWA ST. FOOTBALL GAME. THE 200 Block OF DEARBORN Avenue WILL BE USED TO VIEW THE GAME AS well AS A BAND PERFORMANCE BEFORE AND AFTER.

CITY OF WATERLOO
CITY CLERK'S OFFICE
JUL 20 2022 PM 8:49:01

Applicant's Signature

July 11 2022
Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

APPROVAL: Capt. [signature]

DENIAL: _____

DECIBEL LEVEL: 90 dBA

# CITY OF WATERLOO

**Council Communication**

Resolution approving Variance to Noise Ordinance request from Donell Rivers, on behalf of Brothaz Barber Shop, in conjunction with a Voter Ready Rally, to be held on Sunday, September 11, 2022, from 3:00 p.m. - 10:00 p.m., on Almond Street between E. 4th and Iowa Street, including speakers, live performers, a DJ, music with the use of a PA system, and vendors.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/2/2022

| | |
|---|---|
| **SUBJECT:** | Resolution approving Variance to Noise Ordinance request from Donell Rivers, on behalf of Brothaz Barber Shop, in conjunction with a Voter Ready Rally, to be held on Sunday, September 11, 2022, from 3:00 p.m. - 10:00 p.m., on Almond Street between E. 4th and Iowa Street, including speakers, live performers, a DJ, music with the use of a PA system, and vendors. |
| Submitted by: | Submitted By: Captain Duncan |
| Summary Statement: | Alternate rain date 9/18/2022. |

# CITY OF WATERLOO

**Council Communication**

Resolution approving Variance to Noise Ordinance request from New Life Christian Ministries, in conjunction with a Victory Revival, to be held August 13-17, 2022 from 5:00 p.m. to 8:30 p.m., at Sullivan Park.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | Noise Variance - Victory Revival | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving Variance to Noise Ordinance request from New Life Christian Ministries, in conjunction with a Victory Revival, to be held August 13-17, 2022 from 5:00 p.m. to 8:30 p.m., at Sullivan Park. |
| Submitted by: | Submitted By: Captain Duncan |

APPLICATION
FOR
VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: New Life Christian Ministries

APPLICANT'S ADDRESS: 1510 Logan Ave, Waterloo IA

APPLICANT'S PHONE #: 319-235-1341

ANTICIPATED DATE OF VARIANCE: August 13, 14, 15, 16, 17, 2022

NAME OF EVENT: Victory Revival

TIMES OF DAY OF VARIANCE: 5:00 - 8:30

GEOGRAPHICAL LOCATION OF VARIANCE: Sullivan Park

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES:

PLEASE EXPLAIN THE EVENT REQUIRING THE VARIANCE AND BE SPECIFIC, INCLUDE GEOGRAPHICAL LOCATION, AND WHAT ACTUALLY WILL EXCEED THE NOISE ORDINANCE, SUCH AS A BAND PLAYING, PA SYSTEM, ETC.

Five nights of worship in the park that involves setting up of tables for community give away similar to prior event (July 9); prayer, and preaching. Event closes nightly by 8.

CITY OF WATERLOO
CITY CLERK'S OFFICE
AUG 1 2022 PM12:54:56

Applicant's Signature

8-1-2022
Date

CITY COUNCIL ACTION:

APPROVAL:

DENIAL:

Police Dept. Recommendation

APPROVAL: Capt F3631 8/2/22

DENIAL:

DECIBEL LEVEL: 80 dBA

# Event Request

**Name:** Victory Revival in the Park
New Life Christian Ministries

**Address:** 1510 Logan Ave

**Phone Number:** 319-235-1341

**Email Address:** claytonlouann@gmail.com

**Group or Organization:** New Life Christian Ministries

**Date, Time, and Location:** August 13, 14, 15, 16, 17, 2022 set up at 5:00; program starts 7:00 & ends at 8:00, at Sullivan Park

**Estimated Number of People Attending:** 30-35

**Any Additional Request (extra tables, trash cans, electrical hook ups, etc.):**

**Do you plan on closing off a street?** NO

**Will you have amplified sound? - If so, you'll need to fill out a variance to the noise ordinance.** Yes

**Will you be serving food? (Giving food away, pot luck style, food vendor... is your vendor a licensed vendor?, etc.)** NO Food

**Will you be selling anything? (Food, Beverages, T-shirts, Etc.)** NO

***Insurance may be required for your event***

# CITY OF WATERLOO

**Council Communication**

Resolution approving Variance to Noise Ordinance request from Crystal Rhines, in conjunction with the Church Row Neighborhood Block Party, to be held August 28, 2022 from 4:00 p.m. to 8:00 p.m., in the street at Allen and W. 3rd Streets, including music and the use of a PA system.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | Variance to Noise Ordinance - Block Party | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving Variance to Noise Ordinance request from Crystal Rhines, in conjunction with the Church Row Neighborhood Block Party, to be held August 28, 2022 from 4:00 p.m. to 8:00 p.m., in the street at Allen and W. 3rd Streets, including music and the use of a PA system. |
| Submitted by: | Submitted By: Captain Duncan |

APPLICATION

FOR

VARIANCE TO NOISE ORDINANCE

APPLICANT'S NAME: Crystal Rhines

APPLICANT'S ADDRESS: 324 Allen St. Waterloo 50701

APPLICANT'S PHONE #: 319-601-1438

ANTICIPATED DATE OF VARIANCE: 8/28/22

NAME OF EVENT: Church Row Neighborhood Block Party

TIMES OF DAY OF VARIANCE: 4pm - 8pm

GEOGRAPHICAL LOCATION OF VARIANCE: Allen St. + W. 3rd St.

DISTANCE OF ACTIVITY FROM RESIDENTIAL PROPERTIES: In the street.

PLEASE EXPLAIN THE EVENT REQUIRING THE VARIANCE AND BE SPECIFIC, INCLUDE GEOGRAPHICAL LOCATION, AND WHAT ACTUALLY WILL EXCEED THE NOISE ORDINANCE, SUCH AS A BAND PLAYING, PA SYSTEM, ETC.

1. Block Party between 3rd + 2nd streets on Allen St. We will be playing music over speaker system + people will be playing games + bouncy house.

2.

Applicant's Signature

7-26-22

Date

CITY COUNCIL ACTION:

APPROVAL: _____

DENIAL: _____

Police Dept. Recommendation

APPROVAL: Capt F303 8/2/22

DENIAL: _____

DECIBEL LEVEL: 80 dBA

# CITY OF WATERLOO

**Council Communication**

Resolution approving request of Ondre Teague, for a waiver for a concrete driveway, located at 4562 Winghaven 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**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | DW Waiver_4562 Winghaven Dr. | Cover Memo |

| | |
|---|---|
| **SUBJECT:** | Resolution approving request of Ondre Teague, for a waiver for a concrete driveway, located at 4562 Winghaven 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 |
| Recommended Action: | Recommend for approval by the City Engineer. |
| Summary Statement: | This waiver is needed due to the placement of a driveway or sidewalk on City right-of-way on an unimproved street.<br><br>I have reviewed this request and recommend its approval subject to the following provisions.<br><br>1.Work to be performed by an approved and bonded contractor.<br>2.A permit is to be obtained from the office of the City Engineer prior to construction.<br>3.All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo.<br><br>$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: | LOT 11 AND THE NORTH 25 FEET OF THE EAST 276.95 FEET OF LOT 12, KIMPSTON SUBDIVISION, BLACK HAWK COUNTY, IOWA |

# WAIVER

**Date:** 7/25/2022

**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)

4562 Winghaven Dr.
_____.
(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,**

Ondre Teague
**Printed Name of Property Owner**

Ondre Teague
**Signature of Property Owner**

# CITY OF WATERLOO

**Council Communication**

Resolution approving request of Curtis Edler, for a waiver for a concrete driveway, located at 208 Longview 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**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| DW Waiver_208 Longview Dr | Cover Memo |

| | |
|---|---|
| **SUBJECT:** | Resolution approving request of Curtis Edler, for a waiver for a concrete driveway, located at 208 Longview 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 |
| Recommended Action: | Recommend for approval by the City Engineer. |
| Summary Statement: | This waiver is needed due to the placement of a driveway or sidewalk on City right-of-way on an unimproved street.<br><br>I have reviewed this request and recommend its approval subject to the following provisions.<br><br>1.Work to be performed by an approved and bonded contractor.<br>2.A permit is to be obtained from the office of the City Engineer prior to construction.<br>3.All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo.<br><br>$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: | LOT NO. TWENTY-SIX (26) IN MIDWAY IN CASTLE HILL IN BLACK HAWK COUNTY, IOWA |

# WAIVER

**Date:** 8/1/22

**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** Concrete **driveway or sidewalk located at**
(concrete or asphalt)

208 LONGVIEW 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.

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,**

Curtis D. Edler
**Printed Name of Property Owner**

Curtis D. Edler
**Signature of Property Owner**

# CITY OF WATERLOO

**Council Communication**

Resolution approving request of Alex O'Connell, for a waiver for a concrete driveway, located at 271 Desoto Avenue, 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**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | DW Waiver_271 Desoto Ave | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving request of Alex O'Connell, for a waiver for a concrete driveway, located at 271 Desoto Avenue, 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 |
| Recommended Action: | Recommend for approval by the City Engineer. |
| Summary Statement: | This waiver is needed due to the placement of a driveway or sidewalk on City right-of-way on an unimproved street.<br><br>I have reviewed this request and recommend its approval subject to the following provisions.<br><br>1.Work to be performed by an approved and bonded contractor.<br>2.A permit is to be obtained from the office of the City Engineer prior to construction.<br>3.All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo.<br><br>$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: | LOT 40 IN "FAIRMOUNT PLACE REPLAT" IN CASTLE HILL, BLACK HAWK COUNTY, IOWA |

# WAIVER

Date: 8/1/22

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 Concrete driveway or sidewalk located at
(concrete or asphalt)

271 Desoto Ave, Waterloo, IA.
(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(s) payable to: City of Waterloo.

Respectfully submitted,

Alex O'Connell
Printed Name of Property Owner

Signature of Property Owner

# CITY OF WATERLOO

**Council Communication**

Resolution approving request of Habitat for Humanity, for a waiver for a concrete driveway, located at 1633 Calhoun Street, 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**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| DW Waiver 1633 Calhoun Street | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving request of Habitat for Humanity, for a waiver for a concrete driveway, located at 1633 Calhoun Street, 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 |
| Recommended Action: | Recommend for approval by the City Engineer.<br><br>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.<br><br>1.Work to be performed by an approved and bonded contractor.<br>2.A permit is to be obtained from the office of the City Engineer prior to construction.<br>3.All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo.<br><br>$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.<br><br>That part of the Northwest Quarter of the Southeast Quarter (NW 1/4 SE 1/4) of Section No. 29, Township No. 89 North, Range No. 12 West of the Fifth Principal Meridian, also being part of Maywood Farms dated 06/30/1953 recorded in 79 Misc. 679 in the Office of the Black Hawk County Recorder, lying in the City of Waterloo, Black Hawk County, Iowa, described as follows:<br>Commencing at the Northwest corner of said Northwest Quarter of the Southeast Quarter, point being a found 1 "0 iron pipe;<br>thence along the West line of said Northwest Quarter of the Southeast Quarter South 00°04¾ 'East a distance of 635.9 feet to the North right-of-way line of Calhoun Street;<br>thence along said North right-of-way line South 89°34¾' East a distance of |

| | |
|---|---|
| Legal Descriptions: | 382.45 feet to the Southwest corner of Quit Claim Deed dated 1/11/2010 recorded in File 2010-13372 in the Black Hawk County Recorder, point being a set½" rebar with license #23212, also being the point of beginning;<br>thence along the West line of said File 2010-13372 North 00°04¾' West a distance of 140.0 feet to the Northwest corner of said File 2010-13372, point being a set½" rebar with license #23212;<br>thence along said North line of said File 2010-13372 South 89°34 3/4' East a distance of 50.8 feet to the Northeast corner of said File 2010-13372, point being a set½" rebar with license.#23212;<br>thence South 00°04¾' East a distance of 140.0 feet to the South line of said File 2010-13372, point being a set½" rebar with license #23212;<br>thence along said South line North 89°34¾' West a distance of 50.8 feet to the point of beginning.<br>Containi??g 7,115 sq. ft.<br>Subject to restrictions, easements, covenants, ordinances, and limited access provisions of record and not of record.<br>Note: The North line of said Northwest Quarter of the Southeast Quarter is assumed to bear North 89°34¾ West for this description. |

# WAIVER

Date: 8-3-22

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)

1633 calhoun .
(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.

_____ 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,

Ben Bayler
Printed Name of Property Owner

Signature of Property Owner

# CITY OF WATERLOO

**Council Communication**

Resolution approving request of Angela Schuartz for a waiver for a concrete driveway, located at 120 Sunset Road, with the elimination of the sidewalk section due to inability to meet grade requirements.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| DW Waiver_120 Sunset Rd | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving request of Angela Schuartz for a waiver for a concrete driveway, located at 120 Sunset Road, with the elimination of the sidewalk section due to inability to meet grade requirements. |
| Submitted by: | Submitted By: Jamie Knutson, PE, City Engineer |
| Recommended Action: | Recommended for approval by the City Engineer.<br><br>Attached is a request for construction of a concrete driveway with the elimination of the sidewalk section due to the inability to meet requirements of the driveway at 120 Sunset Road.<br><br>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.<br>2. A permit is to be obtained from the office of the City Engineer prior to construction.<br>3. All work shall be performed under the supervision of the City Engineer at no cost to the City of Waterloo.<br><br>$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. |
| Neighborhood Impact: | This is a waiver of the City's Standard Specifications for Driveway Construction. It requires Council approval so that it can be recorded to the property, so that the waiver requirements run with the property ownership. |
| Legal Descriptions: | LOT NO. SEVEN (7) IN BLOCK NO. TWO (2) IN KENDALL'S FOURTH STREET ADDITION, WATERLOO, IOWA |

# WAIVER

**Date:** 8/3/2022

**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)**

120 Sunset Rd
**(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).**

X **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.**

X **Other:** there is no existing sidewalk, has not been an existing sidewalk ever, nor is there a plan to be one by the homeowner and has not been a plan brought to my attention as of 8/3/2022 from the city

**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,**

Angela Mschwartz
**Printed Name of Property Owner**

Angela Mschwartz
**Signature of Property Owner**

# CITY OF WATERLOO

**Council Communication**

Request from Robert Petersen for a waiver for elimination of the sidewalk section and allow use of colored concrete in the concrete approach located at 239 Pauline Place.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| DW waiver_239 Pauline Pl | Cover Memo |

| | |
|---|---|
| **SUBJECT:** | Request from Robert Petersen for a waiver for elimination of the sidewalk section and allow use of colored concrete in the concrete approach located at 239 Pauline Place. |
| Submitted by: | Submitted By: Jamie Knutson, PE, City Engineer |
| Recommended Action: | Recommendation of approval by the City Engineer. |
| Summary Statement: | This waiver is needed because homeowner is wanting to use colored concrete in the sidewalk section of the concrete approach.<br><br>I have reviewed this request and recommend its approval subject to the following provisions:<br><br>1. Work to be performed by an approved and bonded contractor.<br>2. A permit is to be obtained from the office of the City Engineer prior to construction.<br>3. All work shall be performed under the supervision of the City Engineer and at no cost to the City of Waterloo.<br><br>$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. |

# WAIVER




**Date:** 7.25.2022

**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** Concrete driveway **driveway or sidewalk located at**
(concrete or asphalt)

239 Pauline Place, Waterloo, Iowa.
(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.

X Other: Colored Concrete (approach)

**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,**

Robert W. Petersen
**Printed Name of Property Owner**

Robert W. Petersen
**Signature of Property Owner**

# CITY OF WATERLOO

**Council Communication**

Resolution approving a partnership between the Cedar Bend Humane Society and Waterloo Animal Control Services to create and manage a City Community Cat Program, for a trial period, beginning August 15, 2022 thru January 31, 2023.

**City Council Meeting**: 8/15/2022
**Prepared**: 7/29/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | Community Cat Program | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving a partnership between the Cedar Bend Humane Society and Waterloo Animal Control Services to create and manage a City Community Cat Program, for a trial period, beginning August 15, 2022 thru January 31, 2023. |
| Submitted by: | Submitted By: Sandie Greco, Traffic Operations Director |
| Recommended Action: | Approve Resolution |
| Summary Statement: | A work session was held on July 18th regarding Animal Control updates. A Community Cat means any free-roaming cat (feral or friendly) that may be cared for by one or more residents in the area, known or unknown, or a cat that is found outside with no valid identification that is brought to the CBHS and is not sterilized, ear-tipped and rabies vaccinated. Cats will be sterilized, ear-tipped and vaccinated and taken back to the area where they were found, after consideration. |
| Expenditure Required/Source of Funds: | A savings to the City for each cat entered into the program of $3.62.<br><br>Initial fee of $55.62 will be $52.00 per cat. |

**Community Cat Pilot Program**

The Cedar Bend Humane Society and Waterloo Animal Control will enter into a partnership to create and manage a city community cat program.

The City Community Cat Pilot Program will be launched beginning August 15, 2022 and run for six consecutive months, ending January 31, 2023.

If successful, the CBHS and the City of Waterloo will discuss permanently adopting the community cat program and will make an amendment to the already existing agreement.

**Over-view of program** - "*Community Cat means any free-roaming cat (feral or friendly) that may be cared for by one or more residents in the area, known or unknown. Community cats that are ear-tipped indicate the animals is sterilized and vaccinated against rabies at least one time. A community cat may also mean a cat that is found outside with no valid identification that is brought to the CBHS and is not yet sterilized, ear-tipped, and rabies vaccinated. Qualified community cats are exempt from licensing and at-large provisions directed toward owned animals."*

- Cats brought in as "stray" that have no identification may be considered "free-roaming community cats. The CBHS will have the option to alter, vaccinate for rabies, ear tip and return to the place where the cat was found.
- If these requirements are met the community cat is exempted from licensing requirements, leash law requirements, feeding bans and is released from the mandatory three-day impoundment period at the CBHS.
- Community cats must be sterilized, vaccinated against rabies and ear-tipped for easy identification. Community cats will be returned to the location where they were picked up from or congregate.
- CBHS medical staff/veterinarian will make determinations if the cat is eligible for the program based on the health, age, and circumstances where the cat was found. "Eligible" means a cat that is living outdoors, lacks discernible identification, is of sound health and possesses claws.
- Friendly free-roaming cats brought into the shelter as a stray will ideally be returned to the place where he/she was found instead of being adopted, since that place is likely the cat's true home where he has already been living and thriving.
- Kittens four months and older should be assessed for the CCP using the same criteria as an adult cat. (Kittens should be returned with their littermates or another cat from the community if possible)
- Cat's identified as "community cats' by an ear-tip will not be subject for stray pick up, and if the cat happens to enter the CBHS it may immediately be returned to where it was found provided it is in good physical health.
- AC officers may request a community cat be held for the mandatory holding period if they feel the cat has an owner despite lack of identification.
- The City will be charged $52 per each community cat

**Cats NOT Eligible for the Program**

- Sick, injured or in poor body condition (as determined by CBHS medical staff)

- Kittens who are not thriving, who are born in the shelter or who are brought in without the ability to confirm their original location.
- Owner surrenders that live indoors
- Kittens under the age of 12 weeks, unless they come from a known/established colony in which their care-taker requests their return. (in this case kittens must be of ample size to be able to be altered)
- Any type of identification such as a collar, license, name tag, or microchip.
- Declawed cats
- Cats with suspected owners (information conveyed by public or AC)
- Cats unable to be altered

***Any cat not eligible for the "community cat program" will be held as a stray for the designated three consecutive days. The CBHS will hold any cat for the stray period upon request from the City Animal Control regardless if the cat meets requirements for the program.***

# CITY OF WATERLOO

**Council Communication**

Resolution waiving the aircraft landing fees for American Airlines for the remaining months of the current two-year Airport and Airline Use Agreement between the Waterloo Regional Airport, and American Airlines, Inc.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

| | |
|---|---|
| **SUBJECT:** | Resolution waiving the aircraft landing fees for American Airlines for the remaining months of the current two-year Airport and Airline Use Agreement between the Waterloo Regional Airport, and American Airlines, Inc. |
| Submitted by: | Submitted By: Keith Kaspari, Airport Director |
| Recommended Action: | Support and approve the above recommendation by Airport Staff to affirm the decision by the Waterloo Regional Airport Board from their meeting on Wednesday, July 27, 2022, and to agree to waive the aircraft landing fees for American Airlines beginning with a date yet to be determined in CY-2023 or 2024, and only for the remaining months of the current two-year Airport and Airline Use Agreement between the City of Waterloo dba Waterloo Regional Airport, and American Airlines, Inc.<br><br>The goal and objective by Airport Staff is to continue to advance the air service development program forward. |
| Summary Statement: | The above request would be one element of that. This request is simply to encourage officials at American Airlines to strongly consider the introduction of a larger 65+ seat and two-class of aircraft to our air service market.<br><br>Aside from Des Moines and Cedar Rapids, Waterloo would be only be the third airport in the State of Iowa to have this larger class of aircraft providing scheduled airline service. |
| Neighborhood Impact: | No negative impacts are anticipated, whereas the introduction of this larger aircraft, and if it does come to fruition, could be a promotional and perception victory for ALO, that Waterloo Airport Staff is actually making air service improvements for the benefit of our passengers within our passenger "catchment" area. |
| Data/Analysis and Strategies: | **STAFF NOTE**:<br>This request by Airport Staff is a very common, and just one of many airport industry requests, and airport initiatives to encourage airlines to upgauge the type of aircraft in a community to help reduce their fees in the airport marketplace.<br><br>In the opinion of the Airport Director, if American Airlines is preparing to cycle its fleet of current 50-seat aircraft, this request would serve, and again as noted above, as an incentive to ensure that the Waterloo market is on their radar to see the introduction of this larger aircraft sooner in contrast with later. |

| | |
|---|---|
| Implementation, Accountability, and Communication: | Additionally, the local Air Service Working Group (a committee of Grow Cedar Valley business leaders), is looking for additional air service objectives with the future request for American Airlines to strongly consider a third daily departure (if justified), and for ALO, that would be to Chicago O'Hare (ORD), or, a longer flight segment would be a single daily flight to AA's corporate headquarters hub at the Dallas - Ft. Worth (DFW) International. |
| Community Engagement Methods: | If approved and if successful with the above request by Staff, this would be communicated to officials at American Airlines for them to determine whether Waterloo Regional Airport would be a viable candidate community that would justify the introduction of this larger aircraft in contrast with the smaller 50-seat regional jet that we have providing an on-average schedule of two flights per day.<br><br>**STAFF NOTE:**<br>Since we have two on-average scheduled daily flights with smaller 50-seat regional jet aircraft, this request by Staff is only for the flight that reflects the larger 65+ seat aircraft, as if the Airline does make a change of aircraft type in Waterloo community, I do not see AA making a wholesale change of aircraft to both daily flights all at once. |
| Expenditure Required/Source of Funds: | Staff does not anticipate the expenditure of any budgeted funds for this to occur, with the lone exception for the possibility of if this does happen, to expend additional budget funds for the promotion of this type of two and potentially three-class of aircraft in the Waterloo market with that being: Economy / Economy Plus / First Class.<br><br>This could also possibly serve as to assist our Fixed Base Operator (Livingston Aviation) with the sale of additional jet fuel. |
| Alternative: | Not Applicable |
| Legal Descriptions: | Not Applicable |

# CITY OF WATERLOO

**Council Communication**

Resolution approving preliminary plans, specifications, form of contract, etc. setting date of bid opening as September 1, 2022 and date of public hearing as September 6, 2022, in conjunction with the FY 2023 Sidewalk Repair Assessment Program - Zone 2, Contract No. 1064, and instruct the City Clerk to publish notice.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

| | |
|---|---|
| **SUBJECT:** | Resolution approving preliminary plans, specifications, form of contract, etc. setting date of bid opening as September 1, 2022 and date of public hearing as September 6, 2022, in conjunction with the FY 2023 Sidewalk Repair Assessment Program - Zone 2, Contract No. 1064, and instruct the City Clerk to publish notice. |
| Submitted by: | Submitted By: Oumie Ceesay, Associate Engineer |
| Summary Statement: | Plans prepared by the City Engineer's Office. |
| Neighborhood Impact: | Zone 2:<br>Highway 63 – University Avenue – Washington Street – West 6th Street – Williston Avenue – Campbell Avenue – Moir Street |
| Implementation, Accountability, and Communication: | Property owner assessments |

# CITY OF WATERLOO

**Council Communication**

Resolution fixing public hearing date as September 6, 2022 for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder, and directing the Clerk to publish notice.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/2/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Resolution | Backup Material |
| Attorney communication | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution fixing public hearing date as September 6, 2022 for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder, and directing the Clerk to publish notice. |
| Submitted by: | Submitted By: Kelley Felchle, City Clerk |
| Recommended Action: | Fix date on public hearing to amend the City's existing 2020B Sewer Revenue Capital Loan Note to authorize an SRF Sponsored Project and ordering publication of a notice of hearing. |
| Summary Statement: | The prior loaqn will be amended by addiung additional principal necessary to complete the SRF Sponsored Project, but a the same time decreasing the interest rate such that principal and interest payments remain the same |

**ITEMS TO INCLUDE ON AGENDA FOR AUGUST 15, 2022**

**CITY OF WATERLOO, IOWA**

Not to Exceed $500,000 Sewer Revenue Capital Loan Notes (State of Iowa Revolving Fund Sponsored Project)

- Resolution fixing date for a meeting on the proposition to authorize a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligations of the City thereunder.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

August 15, 2022

The City Council of the City of Waterloo, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ _____.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

_____

Absent: _____

Vacant: _____

* * * * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $500,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF WATERLOO, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

_____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $500,000 SEWER REVENUE CAPITAL LOAN NOTES OF THE CITY OF WATERLOO, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City has applied for a sponsored project loan through the Iowa Water Pollution Control Works Financing Program pursuant to which the Iowa Finance Authority has agreed to amend a loan agreement relating to an outstanding SRF loan to allow for the construction of a sponsored project, and has requested that such reissued Notes be issued as a single Note in a denomination equal to the total amount of the issue as authorized by Chapter 384 Code of Iowa; and

WHEREAS, it is deemed necessary and advisable that the City of Waterloo, State of Iowa, should provide for the authorization of a Loan and Disbursement Agreement and the issuance of Sewer Revenue Capital Loan Notes, in the amount of not to exceed $500,000, as authorized by Sections 384.24A, 384.82 and 384.83, of the Code of Iowa, for the purpose of providing funds to pay costs of the Sponsored Project amendment as herein described; and

WHEREAS, the Loan and Disbursement Agreement and Note shall be payable solely and only out of the Net Revenues of the Municipal Sewer System and shall be a first lien on the future Net Revenues of the Utility; and shall not be general obligations of the City or payable in any manner by taxation and the City shall be in no manner liable by reason of the failure of the Net Revenues to be sufficient for the payment of the Loan and Disbursement Agreement and Note; and

WHEREAS, before a Loan and Disbursement Agreement may be authorized and Sewer Revenue Capital Loan Notes issued, it is necessary to comply with the provisions of the Code of Iowa, and to publish a notice of the proposal to issue such notes and of the time and place of the meeting at which the Council proposes to take action for the authorization of the Loan and Disbursement Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the City to such action.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA:

Section 1. That this City Council meet in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at _____ _____.M., on the 6th day of September, 2022, for the purpose of taking action on the matter of the authorization of a Loan and Disbursement Agreement and the issuance of not to exceed $500,000 Sewer Revenue Capital Loan Notes, the proceeds of which notes will be used to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with a Clean Water SRF Water Restoration Sponsored Project, which includes improvements to an existing bioswale in the Westdale subdivision and associated work.

Section 2. That the Clerk is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The publication to be not less than four clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 3. The notice of the proposed action to issue notes shall be in substantially the following form:

(To be published between: August 17, 2022 and September 1, 2022)

NOTICE OF MEETING OF THE CITY COUNCIL OF THE CITY OF WATERLOO, STATE OF IOWA, ON THE MATTER OF THE PROPOSED AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $500,000 SEWER REVENUE CAPITAL LOAN NOTES, AND THE PUBLIC HEARING ON THE AUTHORIZATION AND ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the City Council of the City of Waterloo, State of Iowa, will hold a public hearing on the 6th day of September, 2022, at _____ _____.M., in the Council Chambers, City Hall, 715 Mulberry Street, Waterloo, Iowa, at which meeting the City Council proposes to take additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority and the issuance to the Iowa Finance Authority of not to exceed $500,000 Sewer Revenue Capital Loan Notes, to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with a Clean Water SRF Water Restoration Sponsored Project, which includes improvements to an existing bioswale in the Westdale subdivision and associated work. The Notes will not constitute general obligations or be payable in any manner by taxation, but will be payable from and secured by the Net Revenues of the Municipal Sewer System

At the above meeting the City Council shall receive oral or written objections from any resident or property owner of the City to the above action. After all objections have been received and considered, the City Council will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan and Disbursement Agreement and the issuance of the Notes to evidence the obligation of the City thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the City Council of the City of Waterloo, State of Iowa, as provided by Sections 384.24A and 384.83 of the Code of Iowa.

Dated this _____ day of _____, 2022.

_____
City Clerk, City of Waterloo, State of Iowa

(End of Notice)

PASSED AND APPROVED this 15th day of August, 2022.

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE

STATE OF IOWA )
) SS
COUNTY OF BLACK HAWK )

I, the undersigned City Clerk of the City of Waterloo, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the City Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of public hearing and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

_____
City Clerk, City of Waterloo, State of Iowa

(SEAL)

CERTIFICATE

STATE OF IOWA )
) SS
COUNTY OF BLACK HAWK )

I, the undersigned, do hereby certify that I am now and was at the times hereinafter mentioned, the duly qualified and acting Clerk of the City of Waterloo, in the County of Black Hawk, State of Iowa, and that as such Clerk and by full authority from the Council of the City, I have caused a

NOTICE OF PUBLIC HEARING
(Not to Exceed $500,000 Sewer Revenue Capital Loan Notes)

of which the clipping annexed to the publisher's affidavit hereto attached is in words and figures a correct and complete copy, to be published as required by law in the "Waterloo Courier", a legal newspaper published at least once weekly, printed wholly in the English language, published regularly and mailed through the post office of current entry for more than two years and which has had for more than two years a bona fide paid circulation recognized by the postal laws of the United States, and has a general circulation in the City, and that the Notice was published in all of the issues thereof published and circulated on the following date:

_____, 2022.

WITNESS my official signature this _____ day of _____, 2022.

_____
City Clerk, City of Waterloo, State of Iowa

(SEAL)

02085017-1\11310-000

AHLERS COONEY
ATTORNEYS

**Ahlers & Cooney, P.C.**
*Attorneys at Law*
100 Court Avenue, Suite 600
Des Moines, Iowa 50309-2231
**Phone:** 515-243-7611
**Fax:** 515-243-2149
**www.ahlerslaw.com**

Kristin B. Cooper
515.246.0330
kcooper@ahlerslaw.com

August 2, 2022

**VIA E-MAIL**

Kelley Felchle
City Clerk
715 Mulberry
Waterloo, Iowa 50703

Re: Waterloo, Iowa - Not to Exceed $500,000 Sewer Revenue Capital Loan Notes
(State of Iowa Revolving Fund Sponsored Project Amendment)

Dear Kelley:

We have now prepared and are including with this letter suggested proceedings to be acted upon by the City Council in fixing the date of a meeting on the proposition to amend the City's existing 2020B Sewer Revenue Capital Loan Note to authorize an SRF Sponsored Project and ordering publication of a notice of hearing consistent with the provisions of Code Sections 384.24A and 384.83.

The prior loan will be amended by adding additional principal necessary to complete the SRF Sponsored Project, but at the same time decreasing the interest rate such that principal and interest payments remain the same.

The Authority has advised that all Revolving Fund loans are subject to additional procedural requirements, most notably - compliance with prevailing wage (Davis-Bacon) provisions. We'll coordinate with the Authority on your behalf to properly document this loan program, but will defer to your engineers for contract compliance requirements.

Notice of this meeting must be published at least once in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the City. The date of publication is to be not less than four clear days nor more than twenty days before the date of said public meeting. In computing time, the date of publication should be excluded. If the last day falls on Sunday, the whole of the following Monday should be excluded. We are attaching an extra copy of the notice of hearing to be delivered to the newspaper for publication purposes.

Should you have any questions concerning the enclosed proceedings or the SRF Program, please don't hesitate to contact me.

Very truly yours,
Ahlers & Cooney, P.C.



Kristin Billingsley Cooper
FOR THE FIRM

KBC:seb
Enclosures
cc: LeAnn Even, Deputy City Clerk, City of Waterloo (via email w/ encl.)
Nancy Higby, Administrative Secretary, City of Waterloo (via email w/encl.)
Randy Bennett, Public Works Division Manager (via email w/ encl.)
Kim Bahr, Financial Analyst (via email w/ encl.)
Maggie Burger/Charlotte Nielsen, Speer Financial (via email w/encl.)

02085074-1\11310-151

# CITY OF WATERLOO

**Council Communication**

Motion approving Change Order No. 3 with Vieth Construction Corporation of Cedar Falls, Iowa, for no increase to the project total, in conjunction with the Five Sullivan Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | Change Order #3 - 5 Bros Plaza Reno | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Motion approving Change Order No. 3 with Vieth Construction Corporation of Cedar Falls, Iowa, for no increase to the project total, in conjunction with the Five Sullivan Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document. |
| Submitted by: | Submitted By: Noel Anderson, Community Planning and Development Director |
| Recommended Action: | Approval |
| Summary Statement: | PR 04: Install the changes outline in PR #4 at no cost change. Deduct for future 4" conduit along 4th Street. ($ 5,407.50).<br>PR 03: Omit stair demolition for South entrance, 6" PCC pavement at N entrance; concrete stairs at N entrance, concrete topping slab and stairs; waterproofing membrane; handrails at no cost change; labor deduct for reduced brick pavers. (complete details see Change Order) |

# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*
City of Waterloo Sullivan Brothers Plaza Renovation, Waterloo, IA.

**CONTRACT INFORMATION:**
Contract For: General Construction
Project No: 21-25083
Date: February 24, 2022

**CHANGE ORDER INFORMATION:**
Change Order Number: 003

Date: August 2, 2022

**OWNER:** *(Name and address)*
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

**ARCHITECT:** *(Name and address)*
I & S Group, Inc. (ISG)
314 East 4th Street
Waterloo, IA 50703

**CONTRACTOR:** *(Name and address)*
Vieth Construction Corporation
6419 Nordic Drive
Cedar Falls, IA 50613

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

A. PR 04: To install the changes outlined in PR #4 at no cost change;
A deduct for the future 4" conduit along 4th Street..... Deduct ($ 5,407.50)

B. PR 03: Omit stair demolition for south entrance, 6" PCC pavement at north entrance, concrete stairs at north entrance, concrete topping slab and stairs (includes corrugated metal floor decking in lieu of polymer repair material, wire mesh, Mel-Rol waterproofing membrane, #4 nosing bar and 4000 PSI topping mix as specified); additional 6" PCC colored pavement, planting are a *no cost change*; labor deduct for reduced brick pavers (material order is included); handrails are a *no cost change* (ramp handrail was removed, two additional stair handrails where added).....Add $ 43,761.11

**TOTAL ADD $ 38,353.61**

**REDUCE SPECIFIED EPOXY COATING ALLOWANCE FROM $51,081.00 TO $12,727.39. CONTRACT SUM REMAINS UNCHANGED.**

| | | |
|---|---|---|
| The original Contract Sum was | $ | 1,692,500.00 |
| The net change by previously authorized Change Orders | $ | 0.00 |
| The Contract Sum prior to this Change Order was | $ | 1,692,500.00 |
| The Contract Sum will be unchanged by this Change Order in the amount of | $ | 0.00 |
| The new Contract Sum including this Change Order will be | $ | 1,692,500.00 |

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be September 1, 2022 (per Addenda #1). NO CHANGE TO SUBSTANTIAL COMPLETION DATE.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

| I & S Group, Inc. (ISG) | Vieth Construction Corporation | City of Waterloo |
|---|---|---|
| ARCHITECT *(Firm name)* | CONTRACTOR *(Firm name)* | OWNER *(Firm name)* |
| SIGNATURE | SIGNATURE | SIGNATURE |
| Nathan Compton, Architect/Project Manager | Tony Vieth, President pms. | Quentin Hart, Mayor |
| PRINTED NAME AND TITLE | PRINTED NAME AND TITLE | PRINTED NAME AND TITLE |
| August 2, 2022 | 8/3/2022 | |
| DATE | DATE | DATE |

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User Notes: (3B9ADA3C)

# CITY OF WATERLOO

**Council Communication**

Motion approving Change Order No. 4 with Vieth Construction Corporation of Cedar Falls, Iowa, for no increase to the project total, in conjunction with the Five Sullivan Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document.

**City Council Meeting**: 8/15/2022
**Prepared**: 7/26/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | Change Order #4 - 5 Bros Plaza Reno | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Motion approving Change Order No. 4 with Vieth Construction Corporation of Cedar Falls, Iowa, for no increase to the project total, in conjunction with the Five Sullivan Brothers Plaza Renovation Project, and authorizing the Mayor to execute said document. |
| Submitted by: | Submitted By: Noel Anderson, Community Planning and Development Director |
| Recommended Action: | Approval |
| Summary Statement: | A. Cost for 5 Maglin Benches (per Alternate No.#1) Add $33,722.78<br>Reduce specified Maglin Benches allowance from $40,025.00 to $6,302.22.<br>Contract amount remains unchanged. |

# AIA® Document G701™ – 2017

## Change Order

**PROJECT:** *(Name and address)*
City of Waterloo Sullivan Brothers Plaza Renovation, Waterloo, IA.

**CONTRACT INFORMATION:**
Contract For: General Construction
Project No: 21-25083
Date: February 24, 2022

**CHANGE ORDER INFORMATION:**
Change Order Number: 004

Date: July 14, 2022

**OWNER:** *(Name and address)*
City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

**ARCHITECT:** *(Name and address)*
I & S Group, Inc. (ISG)
314 East 4th Street
Waterloo, IA 50703

**CONTRACTOR:** *(Name and address)*
Vieth Construction Corporation
6419 Nordic Drive
Cedar Falls, IA 50613

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

A. Cost for 5 Maglin Benches (per Alternate No. #1).....**Add $33,722.78**

**REDUCE SPECIFIED MAGLIN BENCHES ALLOWANCE FROM $40,025.00 TO $6,302.22. CONTRACT SUM REMAINS UNCHANGED.**

| | | |
|---|---|---|
| The original Contract Sum was | $ | 1,692,500.00 |
| The net change by previously authorized Change Orders | $ | 0.00 |
| The Contract Sum prior to this Change Order was | $ | 1,692,500.00 |
| The Contract Sum will be unchanged by this Change Order in the amount of | $ | 0.00 |
| The new Contract Sum including this Change Order will be | $ | 1,692,500.00 |

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be September 1, 2022 (per Addenda #1).

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

| | | |
|---|---|---|
| I & S Group, Inc. (ISG) | Vieth Construction Corporation | City of Waterloo |
| **ARCHITECT** *(Firm name)* | **CONTRACTOR** *(Firm name)* | **OWNER** *(Firm name)* |
| **SIGNATURE** | **SIGNATURE** | **SIGNATURE** |
| Nathan Compton, Architect/Project Manager | Tony Vieth, President | Quentin Hart, Mayor |
| **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** | **PRINTED NAME AND TITLE** |
| July 14, 2022 | 7/26/22 | |
| **DATE** | **DATE** | **DATE** |

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**User Notes:** (3B9ADA44)

# CITY OF WATERLOO

**Council Communication**

Bonds.

**City Council Meeting**: 8/15/2022
**Prepared**:

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Bonds for council approval 8/15/2022 | Backup Material |

**SUBJECT:** Bonds.

# BONDS FOR COUNCIL APPROVAL
## August 15, 2022

RIGHT OF WAY CONSTRUCTION BOND — AMOUNT $15,000.00

| | | |
|---|---|---|
| GSH6600027 | ATLAS TECHNICAL CONSULTANTS, LLC | WATERLOO, IA |
| 7900469628 | JQ CONSTRUCTION LLC | WASHBURN, IA |
| IA5997814 | RODER ENTERPRISES DBA ASPHALT RESTORATION SOLUTIONS | HIAWATHA, IA |
| IA 566969 | RODNEY FRICKSON | EVANSDALE, IA |

# CITY OF WATERLOO

**Council Communication**

FY 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, Contract No. 1067.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/1/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| 🗋 | Bid Tabulation | Backup Material |
| 🗋 | Engineer Communication | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Motion to receive and file proof of publication of notice of public hearing.<br>HOLD HEARING - No comments on file.<br>Motion to close hearing and receive and file oral and written comments.<br>Motion to receive, file and instruct the City Clerk to read bids.<br>Resolution awarding bid to Clean Infusion, LLC, of Prussia, Pennsylvania, in the amount of $538,800.00, approving the contract, bond and certificate of insurance in conjunction with the FY 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, Contract No. 1067, and authorizing the Mayor to execute said document. |
| Submitted by: | Submitted By: Brian Bowman, Treatment Operations Supervisor |

FY 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation Project, Contract No. 1067

Bid Opening August 4, 2022

Engineer's Estimate $700,000.00

| Bidder | Bid Security | Bid Amount |
|---|---|---|
| Clean Infusion, LLC | 5% | $538,800.00 |
| Tricon Construction Group<br>Dubuque, IA | 5% | $846,000.00 |
| Woodruff Construction<br>Waterloo, IA | 5% | $827,250.00 |
| WRH, Inc.<br>Amana, IA | 5% | $687,000.00 |

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

August 11, 2022

Mr. Brian Bowman, Treatment Operations Supervisor
City of Waterloo
3505 Easton Avenue
Waterloo, IA 50703

Re: F.Y. 2023 Wastewater Treatment Plant Final Clarifier No. 3 Rehabilitation
Contract 1067
City of Waterloo, Iowa

Dear Brian,

Bids for the above-referenced Project were opened on August 4, 2022. Four Bids were received with the resulting Bid tabulation enclosed. The low Bid of $538,800 was less than ENGINEER's opinion of probable construction cost.

Clean Infusion LLC of King of Prussia, Pennsylvania, was the apparent low Bidder at $538,800. The Bid included a Bid Bond for 5 percent. The Bid is deemed to be responsive.

Strand Associates, Inc.® has not had previous experience with Clean Infusion LLC.

If you determine that Clean Infusion LLC is a responsible Bidder after your evaluation of their qualifications, we recommend proceeding with award of the Contract.

Sincerely,

STRAND ASSOCIATES, INC.®

Samuel K. Hocevar, P.E.

Enclosure

Bids Received: 1 P.M.
August 4, 2022

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715

FY 2023 WASTEWATER TREATMENT PLANT
FINAL CLARIFIER NO. 3 REHABILITATION
CITY CONTRACT NO. 1067
CITY OF WATERLOO, IOWA

BID TABULATION SUMMARY

| Bidder and Address | Bid Bond or Guarantee | Addenda Acknowledged | Lump Sum Bid |
|---|---|---|---|
| Clean Infusion LLC<br>1150 First Avenue, Suite 511<br>King of Prussia, PA 19406 | 5% | NA | $538,800.00 |
| WRH, Inc.<br>1648 T Avenue<br>South Amana, IA 52334 | 5% | NA | $687,000.00 |
| Woodruff Construction, Inc.<br>1890 Kountry Lane<br>Fort Dodge, IA 50501 | 5% | NA | $827,250.00 |
| Tricon Construction Group, Inc.<br>1230 East 12th Street<br>Dubuque, IA 52001 | 5% | NA | $846,000.00 |

Reviewed by: _____

Bids Received: 1 PM, August 4, 2022

STRAND ASSOCIATES, INC.®
910 West Wingra Drive
Madison, WI 53715

FY 2023 WASTEWATER TREATMENT PLANT FINAL CLARIFIER NO. 3 REHABILITATION
CITY CONRACT NO. 1067
CITY OF WATERLOO, IOWA

CASH ALLOWANCES

| | | | | Clean Infusion LLC<br>1150 First Avenue, Suite 511<br>King of Prussia, PA 19406 | | WRH, Inc.<br>1648 T Avenue<br>South Amana, IA 52334 | | Woodruff Construction, Inc.<br>1890 Kountry Lane<br>Fort Dodge, IA 50501 | | Tricon Construction Group, Inc<br>1230 East 12th Street<br>Dubuque, IA 52001 | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| No. | Description | Quantity | Unit | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price | Unit Price | Total Price |
| 1. | Concrete Surface Repair–Top of Slab Surface Repairs<br>Section 03 01 30 | 10 | CF | $ 1,600.00 | $ 16,000.00 | $ 500.00 | $ 5,000.00 | $ 1,630.00 | $ 16,300.00 | $ 200.00 | $ 2,000.00 |
| 2. | Concrete Surface Repair–Concrete Base Slab Removal and Replacement<br>Section 03 01 30 | 20 | CY | $ 1,800.00 | $ 36,000.00 | $ 1,500.00 | $ 30,000.00 | $ 1,100.00 | $ 22,000.00 | $ 750.00 | $ 15,000.00 |
| 3. | Crack Repairs–Chemical Grout Injection<br>Section 03 64 00 | 100 | LS | $ 1,150.00 | $115,000.00 | $ 110.00 | $ 11,000.00 | $ 98.00 | $ 9,800.00 | $ 75.00 | $ 7,500.00 |
| 4. | Final Clarifier Equipment Inspection and Repair Support Truss Repairs<br>Section 46 43 22 | 1 | LS | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 |
| 5. | Final Clarifier Equipment Inspection and Repair Unidentified Repairs<br>Section 46 43 22 | 1 | LS | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 | $ 50,000.00 |

Reviewed by _____

# CITY OF WATERLOO

**Council Communication**

Request by the City of Waterloo for a Site Plan Amendment to the "M-2,P" Planned Industrial District, to allow for the construction of parking lot canopies, located at 2790 Livingston Lane.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

**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 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 Site Plan Amendment to the "M-2,P" Planned Industrial District, to allow for the construction of parking lot canopies located at 2790 Livingston Lane.
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:

The applicant is requesting a Site Plan Amendment to allow for the construction of multiple canopies in the general parking lot of the Waterloo Regional Airport.
The canopies will cover the two ticket machines/entrance gates, the existing exit station, and over a portion of the existing parking spaces. The canopies over the parking spaces will cover the 3 rows of parking closest to the existing airport terminal.
There is a Sanitary Sewer line that is located adjacent to the exit station of the parking lot where they are proposing a canopy and will need to work with engineering on the location of any foundations and supports for the canopy there.
It was also noted during Tech Review that there may be a water line that was used before public lines were installed although Waterworks is not sure if it is still there since it was a private line but can help the contractor check to see if it still there.
Also the canopy over the secondary entrance that is part of Phase II is over what is considered a public road but is not typical right-of-way so it will need

| | |
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| | to be reviewed if an encroachment agreement will be needed when it is constructed.<br>The applicant does not intend to remove any parking with the construction of canopies.<br>At their July 12, 2022 meeting, the Planning, Programming, and Zoning Commission unanimously voted to recommend approval of the Site Plan Amendment. |
| Neighborhood Impact: | The request would not appear to have a negative impact on the neighborhood. There was no notice sent out since all properties within 250 feet are owned by the City of Waterloo. |
| Data/Analysis and Strategies: | Economic Development, Zoning and Land Use. |
| Community Engagement Methods: | The Planning, Programming, and Zoning Commission held a public meeting on July 12, 2022 and unanimously recommended approval the request. No notice letters were sent out since all properties within 250-feet are owned by the City of Waterloo. |
| Expenditure Required/Source of Funds: | None |
| Legal Descriptions: | That part of Section 4 and Section 5 in T89N, R13W, in the City of Waterloo, Iowa, described as follows: Beginning at the intersection of the centerline of Betsworth Drive as platted and the centerline of Livingston Lane as presently established; thence Northwesterly, Southwesterly, and Southeasterly along the centerline of Livingston Lane to its intersection with the centerline of Betsworth Drive; thence Northeasterly along the centerline of Betsworth Drive to the Point of Beginning. |

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| REQUEST: | Request by the City of Waterloo for a Site Plan Amendment to the “M-2, P” Planned Industrial District to allow for the construction of parking lot canopies located at 2790 Livingston Lane. |
| APPLICANT(S): | City of Waterloo, 715 Mulberry Street, Waterloo, IA 50703 |
| GENERAL DESCRIPTION: | The applicant is requesting a Site Plan Amendment in order to construct canopies at the Waterloo Regional Airport general parking lot. |
| SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD: | The request to construct canopies would not appear to have a negative impact on the surrounding area as it would appear to be compatible with other development in the area. |
| VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS: | The proposed Site Plan Amendment would not appear to have a negative impact on vehicular or pedestrian traffic conditions in the area. The site is served by Betsworth Drive, which is a local road, and Airport Boulevard, which is a collector. |
| RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY: | There are no trails or sidewalks in the immediate project area. |
| ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY: | The area in question has been zoned “M-2, P” Planned Industrial District since March 13, 1995, when the land was rezoned from “A-1” Agricultural District to allow for industrial and commercial development on the site. Surrounding land uses and their zoning designations are as follows:<br><br>**North** – Airport terminal building, zoned “M-2, P” Planned Industrial District.<br><br>**South** – Vacant Land, zoned “M-2, P” Planned Industrial District.<br><br>**East** – FAA tower and other airport-related uses, zoned “M-2, P” Planned Industrial District.<br><br>**West** – Airport hangers, zoned “M-2, P” Planned Industrial District. |
| BUFFERS/ SCREENING/ LANDSCAPING REQUIRED: | No buffers are needed regarding this request. |
| DRAINAGE: | The proposed request would not appear to hurt drainage in the area. |
| DEVELOPMENT HISTORY: | The surrounding area is made up of aviation-related development. |
| FLOODPLAIN: | None of the property is located in the 100-year flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0167F, dated July 18, 2011. |

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| PUBLIC /OPEN SPACES/ SCHOOLS: | There are no schools in the area.<br>George Wyth State Park is located 0.5 miles south of the site. |
| UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC. | There is a 10” storm sewer in Betsworth Drive and an 18” Storm sewer in Airport Boulevard. There is an 8” Sanitary Sewer line that goes to the airport terminal from Betsworth Drive adjacent to the exit station and then to the east of the other proposed canopies. |
| RELATIONSHIP TO COMPREHENSIVE LAND-USE PLAN: | The Future Land Use Map designates this area as Parks, open spaces, Hospital facilities, Government Facilities, Public Areas, and Government Facilities. Land to the south is designated as *Industrial.* |
| STAFF ANALYSIS – ZONING ORDINANCE: | The applicant is requesting a Site Plan Amendment to allow for the construction of multiple canopies in the general parking lot of the Waterloo Regional Airport.<br>The canopies will cover the two ticket machines/entrance gates, the existing exit station, and over a portion of the existing parking spaces. The canopies over the parking spaces will cover the 3 rows of parking closest to the existing airport terminal.<br>There is a Sanitary Sewer line that is located adjacent to the exit station of the parking lot where they are proposing a canopy and will need to work with engineering on the location of any foundations and supports for the canopy there.<br>It was also noted during Tech Review that there may be a water line that was used before public lines were installed although Waterworks is not sure if it is still there since it was a private line but can help the contractor check to see if it still there.<br>Also the canopy over the secondary entrance that is part of Phase II is over what is considered a public road but is not typical right-of-way so it will need to be reviewed if an encroachment agreement will be needed when it is constructed.<br>The applicant does not intend to remove any parking with the construction of canopies.<br>At their July 12, 2022 meeting, the Planning, Programming, and Zoning Commission voted to recommend approval of the Site Plan Amendment 8-0. |



*Picture 1: Parking Entrance across from terminal.*



*Picture 2: Closer look at entrance gate.*



*Picture 3: Existing parking areas.*



*Picture 4:Looking toward the main terminal.*




*Picture 5: Exit Station*




*Picture 6: Area where Sanitary Sewer is located.*



*Picture 7: Secondary Entrance Station*

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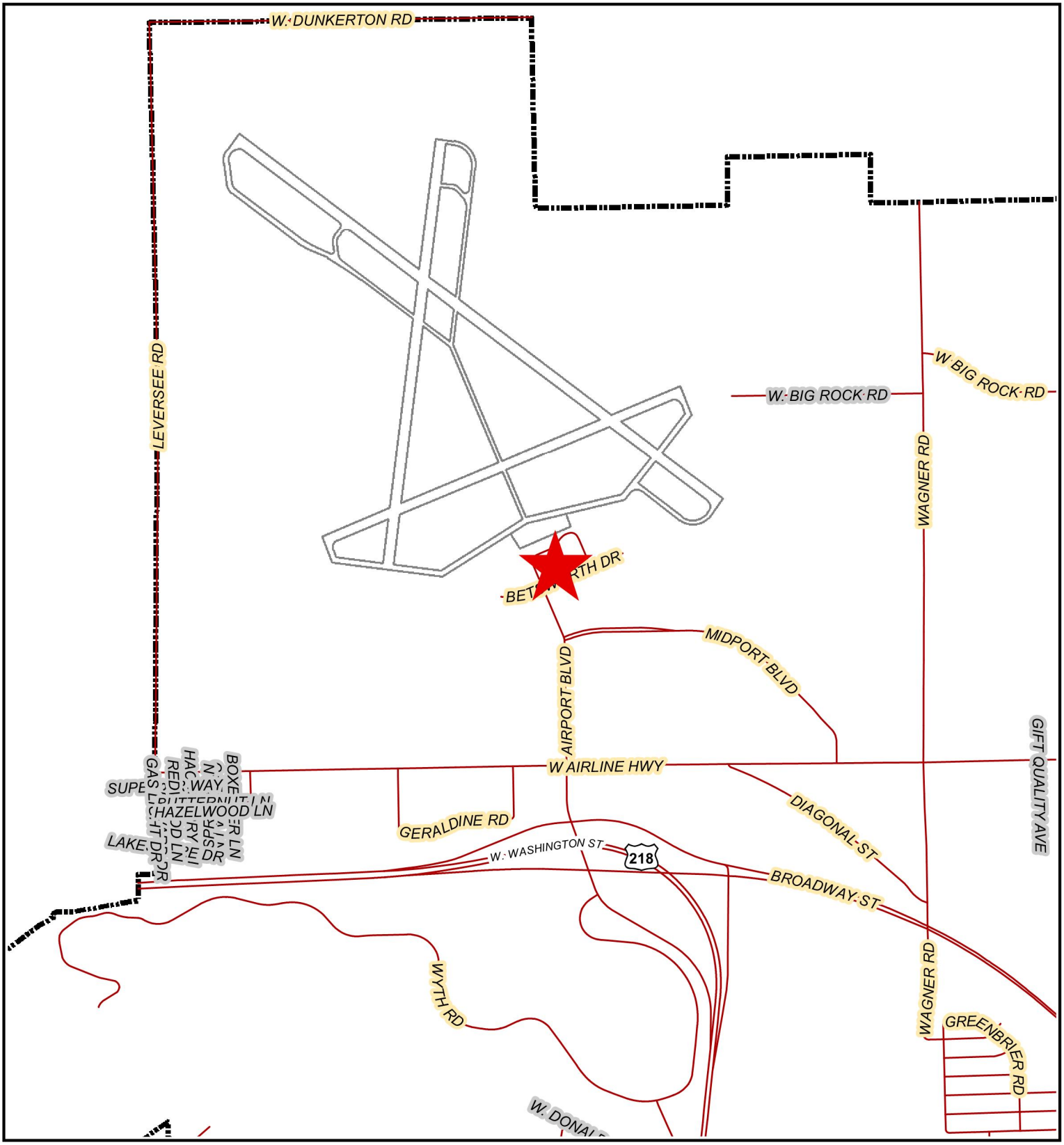
| STAFF ANALYSIS – SUBDIVISION ORDINANCE: | There will be no platting involved in this request. |
| TECHNICAL REVIEW COMMITTEE | *Discussion on the sewer line that adjoins the exit station where they plan to put the support structure for the canopy.*<br><br>*There may be a 4" water main that goes under both the entrance and exit stations but it may be abandoned as it is not a public line.*<br><br>*Schroeder noted that normally an encroachment agreement may be needed for the second entrance in phase 2 which will be over city owned right-of-way.* |
| STAFF RECOMMENDATION: | Therefore, staff recommends that the request for a Site Plan Amendment in the "M-2, P" Planned Manufacturing District to allow for the construction of airport parking canopies located at 2790 Livingston Lane be approved for the following reasons:<br><br>1. The request is in conformance with the Comprehensive Plan and Future Land Use Map for this area.<br>2. The request would not appear to have a negative impact on traffic conditions in the area.<br><br>And with the following conditions(s): |

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

# City of Waterloo Planning, Programming and Zoning Commission
# July 12, 2022




**2790 Livingston Lane**
**Site Plan Amendment**
**City of Waterloo**




**2790 Livingston Lane**
**Site Plan Amendment**
**City of Waterloo**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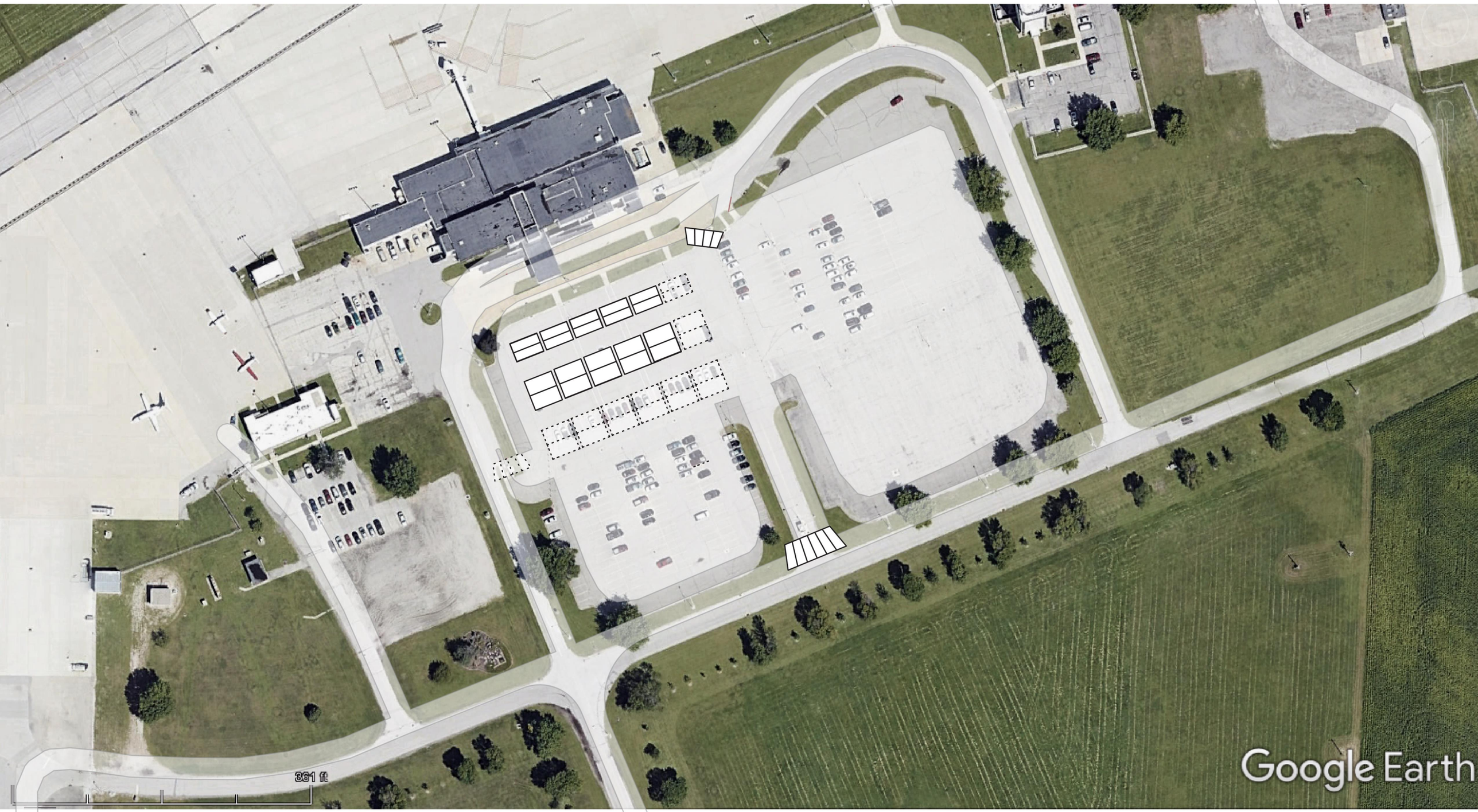




AECOM Delivering a better world

# APPLICATION SITE PLAN AMENDMENT TO A "R-P", "M-P", "C-P", "B-P", "S-1" OR "C-Z" DISTRICT

CITY OF WATERLOO PLANNING, PROGRAMMING, AND ZONING COMMISSION, WATERLOO, IOWA

319.291.4366

New or Overall Amendment ( )
Individual Building ( )
Minor change ( ) (check one) (Minor Change must be approved by staff)

1. APPLICATION INFORMATION:

a. Applicant's name (please print): City of Waterloo
Address: 715 Mulberry Street Phone: 319-291-4366 Fax: _____
City: Waterloo State: IA Zip: 50703
Email: keith.kaspari@waterloo-ia.org

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

c. Property owner's name if different than above (please print): _____
Address: _____ Phone: _____ Fax: _____
City: _____ State: _____ Zip: _____
Email: _____

2. PROPERTY INFORMATION:

a. General location of site plan to be amended: Waterloo Regional Airport, 2790 Livingston Lane

b. Legal description of property or portion to be amended: _____

c. Dimensions of proposed site plan amendment: _____
d. Area of proposed site plan amendment: Airport Passenger Terminal Parking Lot (North Half)
e. Current zoning: M-2, P
f. Reason(s) for site plan amendment and proposed use(s) of property: Construction of canopies for parking lots Phase 1
g. Conditions (if any) agreed to (does not affect existing conditions unless specified): _____

h. Other pertinent information (use reverse side if necessary): Including under canopy lighting w/ LED Fixtures

**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 site plan amendment request).

The filing fee of **$200** (for new or overall amendment), $100 (for individual Building), or $0 (for minor change) (payable to the City of Waterloo) is required. **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.

_____ 4/31/2022
Signature of Applicant Date

_____ 4/31/2022
Signature of Owner Date

# CITY OF WATERLOO

**Council Communication**

Request by Camenzind Masonry for a Site Plan Amendment to the “M-2,P” Planned Industrial District to allow for construction of a 10,800 square foot Office/Warehouse facility, located north and east of 2510 Leversee Road.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | Council Packet | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Motion to receive and file proof of publication of notice of public hearing.<br>HOLD HEARING - No comments on file.<br>Motion to close hearing and receive and file oral and written comments and recommendation of approval of the Planning, Programming and Zoning Commission.<br>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 Site Plan Amendment to the “M-2,P” Planned Industrial District to allow for construction of a 10,800 square foot Office/Warehouse facility located north and east of 2510 Leversee Road.<br>Motion to suspend the rules.<br>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: | The applicant is requesting a Site Plan Amendment to the “M-2,P” Planned Industrial District to allow for construction of a new 10,800 square foot Office/Warehouse facility for a masonry contractor business north and east of 2510 Leversee Road.<br>The area in question has been zoned "M-2,P" Planned Industrial District since June 7, 2010, when the land was rezoned from "A-1" Agricultural District. The "M-2,P" Planned Industrial District is designed to permit the establishment of industrial parks and to provide for the orderly planned growth of industries on large tracts of land, and allowing greater flexibility and diversification of land uses and building locations. It is also intended that such industrial parks be developed to maximize the potentials of industrial areas and at the same time minimize any adverse effect upon adjacent properties in other zoning districts.<br>The Zoning Ordinance requires 1 space for every 2 people employed at the facility. The site plan shows 5 parking spaces and meets the parking requirements by only having 4 bays and three to four employees. |

| | |
|---|---|
| | The site plan will need to be updated to include front, rear, and side yard setbacks for the proposed office/warehouse facility. |
| Neighborhood Impact: | The request would not appear to have a negative impact upon the surrounding area, as it would appear to be compatible with other proposed industrial development in the area. Notice was sent to properties within 250-feet of the proposed Site Plan Amendment. |
| Data/Analysis and Strategies: | Economic Development, Zoning and Land Use. |
| Community Engagement Methods: | The Planning, Programming, and Zoning Commission will hold a public meeting on August 9, 2022 on the request. Their recommendation will be reported at the time of the Council meeting. |
| Expenditure Required/Source of Funds: | None |
| Legal Descriptions: | Legal Description: (to be platted) The South 365 feet of the West 240 feet of Tract “B” of Waterloo Air and Rail Park 1st Addition<br><br>and<br><br>Option Land Legal Description: (to be platted) The North 365 feet of the South 730 feet of the west 240 feet of Tract “B” of Waterloo Air and Rail Park 1st Addition |

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|---|---|
| REQUEST: | Request by Camenzind Masonry for a Site Plan Amendment to the “M-2, P” Heavy Industrial District to allow for construction of a 10,800 square foot Office/Warehouse facility, located north and east of 2510 Leversee Road. |
| APPLICANT(S): | Mike Camenzind, Camenzind Masonry, LLC, 517 Rhey Street, Waterloo, IA 50703 |
| GENERAL DESCRIPTION: | The applicant is requesting to construct a new 10,800 square foot Office/Warehouse for a masonry contractor business east of 2210 Leversee Road in the Waterloo Air and Rail Park. |
| SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD: | The request to construct the Office/Warehouse facility would not appear to have a negative impact upon the surrounding area as it would appear to be compatible with other proposed industrial development in the area. |
| VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS: | The proposed site plan amendment would not appear to have a negative impact upon vehicular or pedestrian traffic conditions in the area. The site is served by Warp Drive which is classified as a Local street and Leversee Road, which is classified as a Collector. |
| RELATIONSHIP TO RECREATIONAL TRAIL PLAN AND COMPLETE STREETS POLICY: | There are no trails or sidewalks in the immediate project area. |
| ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY: | The area in question has been zoned “M-2,P” Planned Industrial District since June 7, 2010, when the land was rezoned from “A-1” Agricultural District. Surrounding land uses and their zoning designations are as follows:<br><br>**North** – Vacant Land, zoned “M-2,P” Planned Industrial District.<br><br>**South** – Vacant Land and Airport, zoned “M-2,P” Planned Industrial District.<br><br>**East** – Vacant Land and Airport, zoned “M-2,P” Planned Industrial District.<br><br>**West** – Residential and vacant land in the City of Cedar Falls |
| BUFFERS/ SCREENING/ LANDSCAPING REQUIRED: | No screening is required in relation to this request. |
| DRAINAGE: | It will be necessary that a storm water detention plan is submitted, as well as a SWPPP to the Engineering Department for review and approval. The proposed request would not appear to have a negative impact upon drainage in the area if proper storm water detention techniques are put in place for the two proposed drainage ponds. |

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| DEVELOPMENT HISTORY: | The surrounding area is vacant land to the north, south and east. The homes to the west in the City of Cedar Falls were built between the 1930's and 1980's. |
| FLOODPLAIN: | None of the property is located in the 100-year flood plain as indicated by the Federal Insurance Administration's Flood Insurance Rate Map, Community Number 190025 0166F, dated July 18, 2011. |
| PUBLIC /OPEN SPACES/ SCHOOLS: | No schools are located within the vicinity of the site. Big Woods Lake recreation area is located ½ mile to the west of the site.<br><br>There are no parks in the immediate vicinity. |
| UTILITIES: WATER, SANITARY SEWER, STORM SEWER, ETC. | There is a 12" water line located along the east side of Leversee Road and an 8" water line along the north side of Warp Drive, a 12" Sanitary Sewer line located underneath Warp Drive and on the east side of Leversee Road, and a 24" Storm Sewer along the south side of Warp Drive. |
| RELATIONSHIP TO COMPREHENSIVE LAND USE PLAN: | The Future Land Use Map designates this area as *Industrial.* 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 applicant is requesting to construct a 10,800 square foot office/warehouse with 4 bays for a masonry contractor business. A gravel yard will be located to the north of the building.<br><br>The area in question is zoned "M-2,P" Planned Industrial District, and this zoning is designed to permit the establishment of industrial parks and to provide for the orderly planned growth of industries on large tracts of land, and allowing greater flexibility and diversification of land uses and building locations. It is also intended that such industrial parks be developed to maximize the potentials of industrial areas and at the same time minimize any adverse effect upon adjacent properties in other zoning districts.<br><br>The Zoning Ordinance requires 1 space for every 2 people employed at the facility. The site plan shows 5 parking spaces and meets the parking requirements by only having 4 bays and three to four employees.<br><br>The site plan will need to be updated to include front, rear, and side yard setbacks for the proposed office/warehouse facility. |
| STAFF ANALYSIS – SUBDIVISION ORDINANCE: | A plat has been submitted for this area as part of another request. |
| TECHNICAL REVIEW COMMITTEE | |

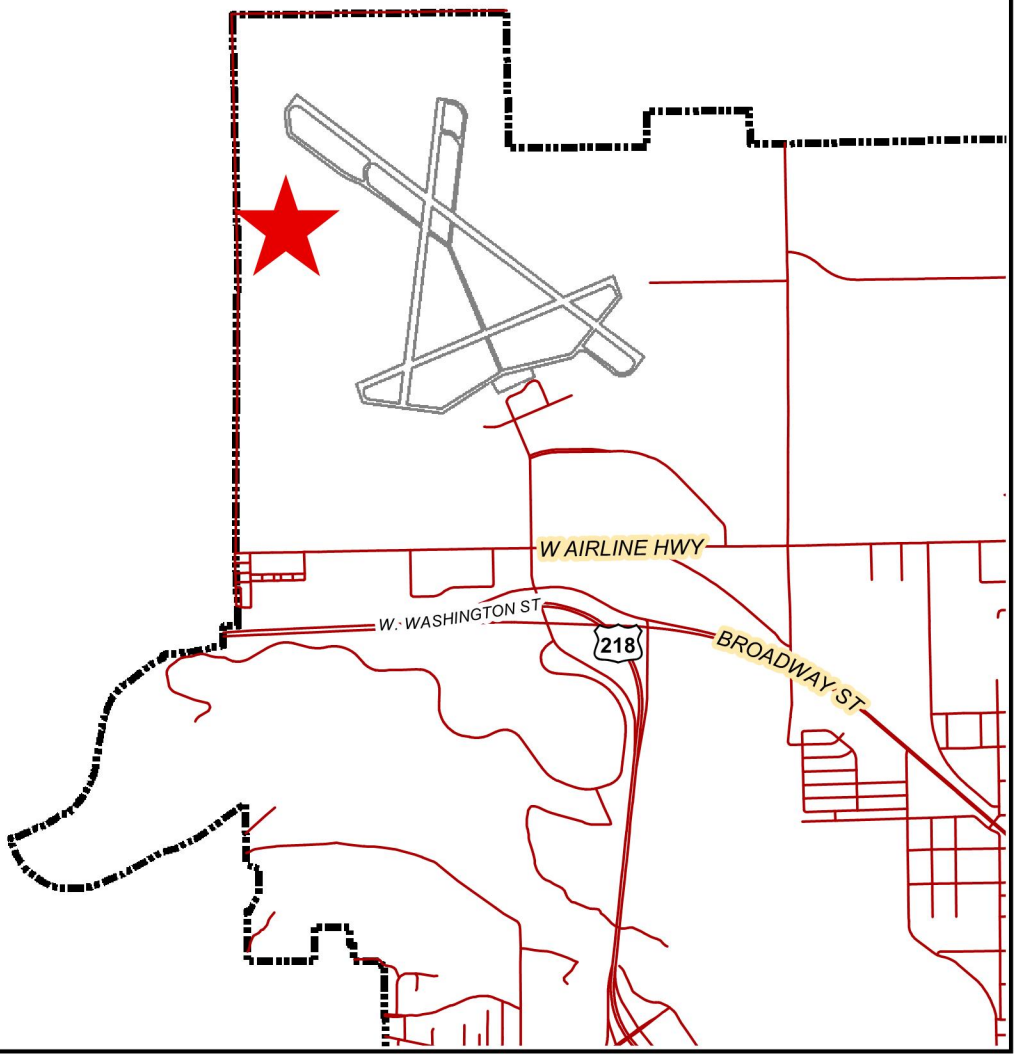
STAFF RECOMMENDATION:

Therefore, staff recommends that the request by Camenzind Masonry for a Site Plan Amendment to the “M-2, P” Heavy Industrial District to allow for construction of a 10,800 square foot Office/Warehouse facility, located east of 2210 Leversee Road, be approved for the following reasons:

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

And with the following conditions(s):

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

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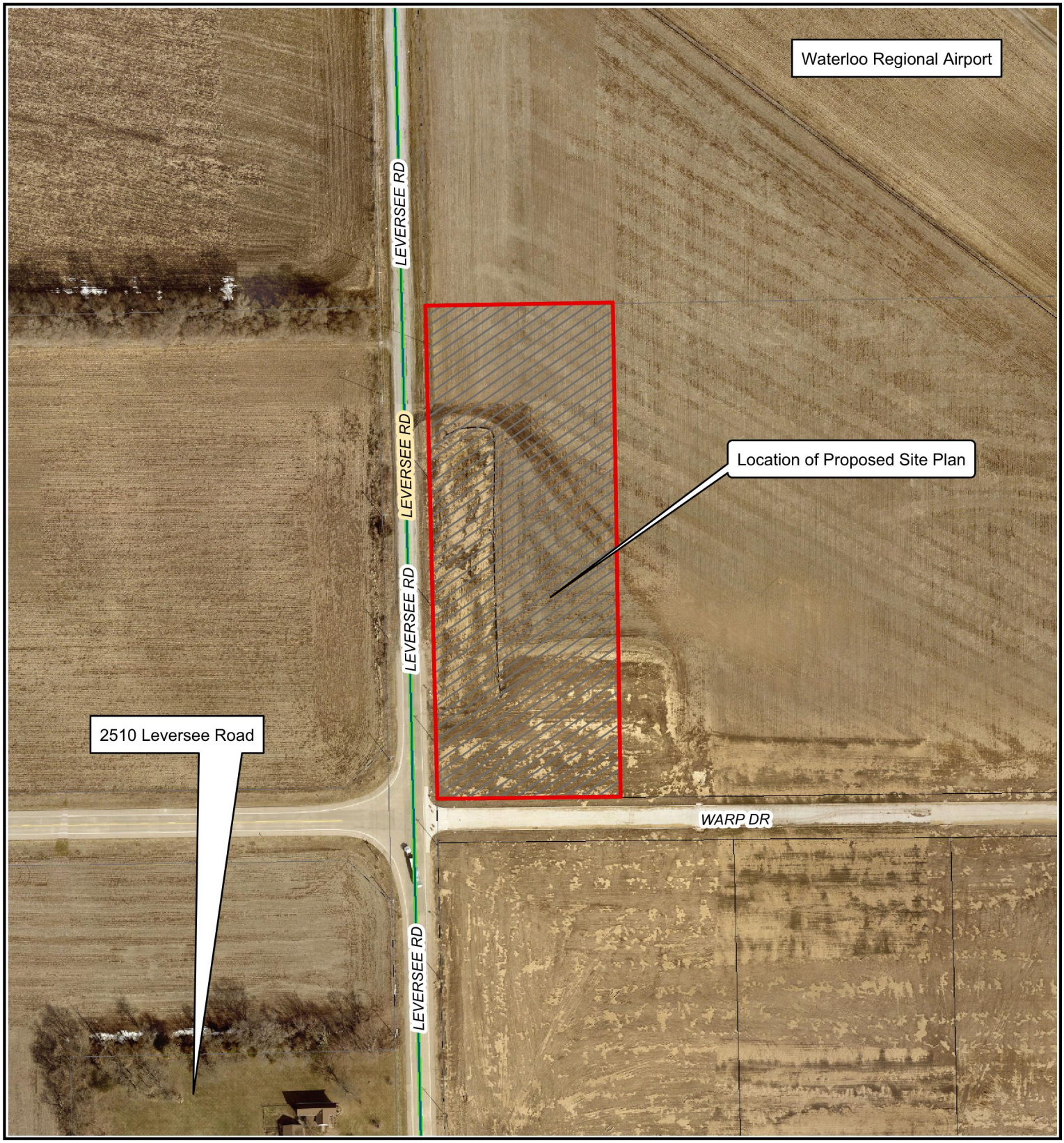
Waterloo Iowa

**North and East of 2510 Leversee Road**
**Site Plan Amendment to "M-2,P"**
**Camenzind Masonry**

# City of Waterloo Planning, Programming and Zoning Commission
# August 9, 2022

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## North and East of 2510 Leversee Road
## Site Plan Amendment to "M-2,P"
## Camenzind Masonry

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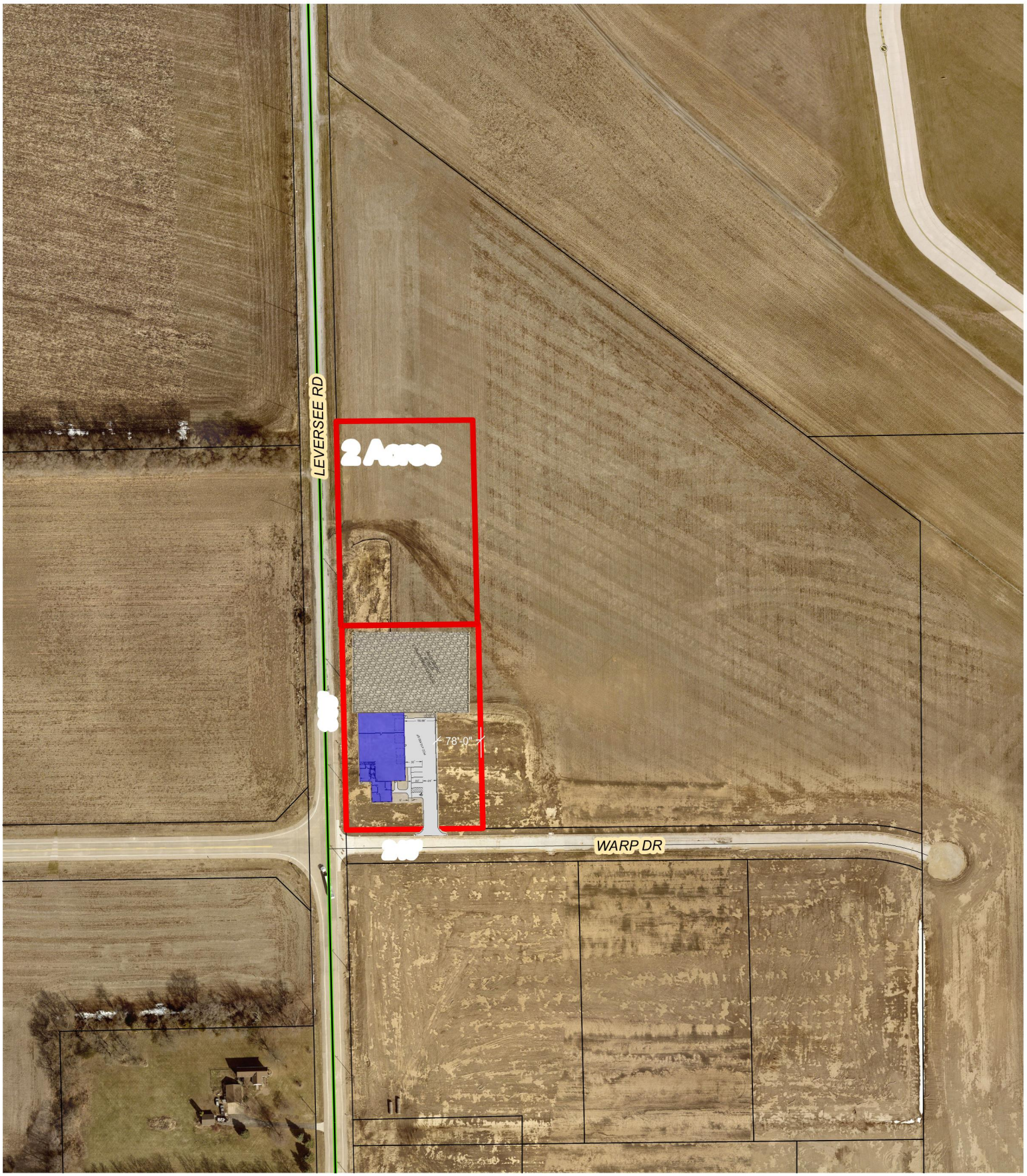


City of Waterloo, Iowa

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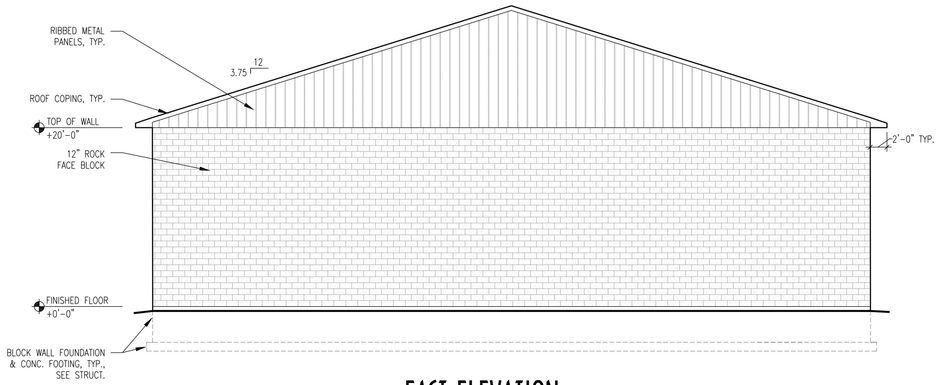
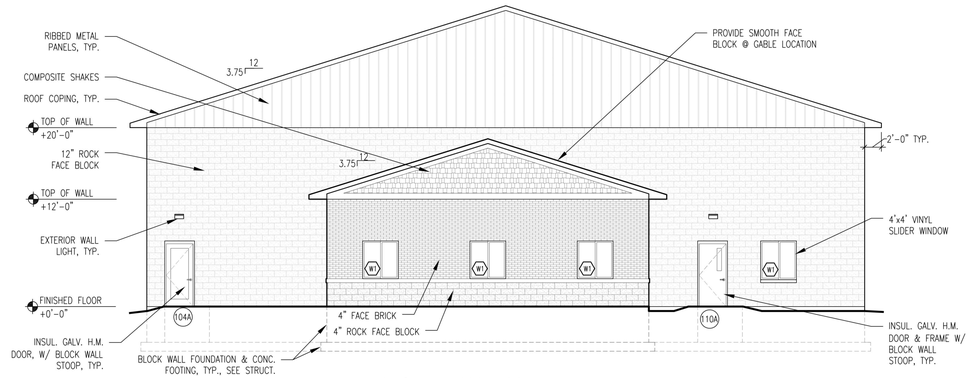


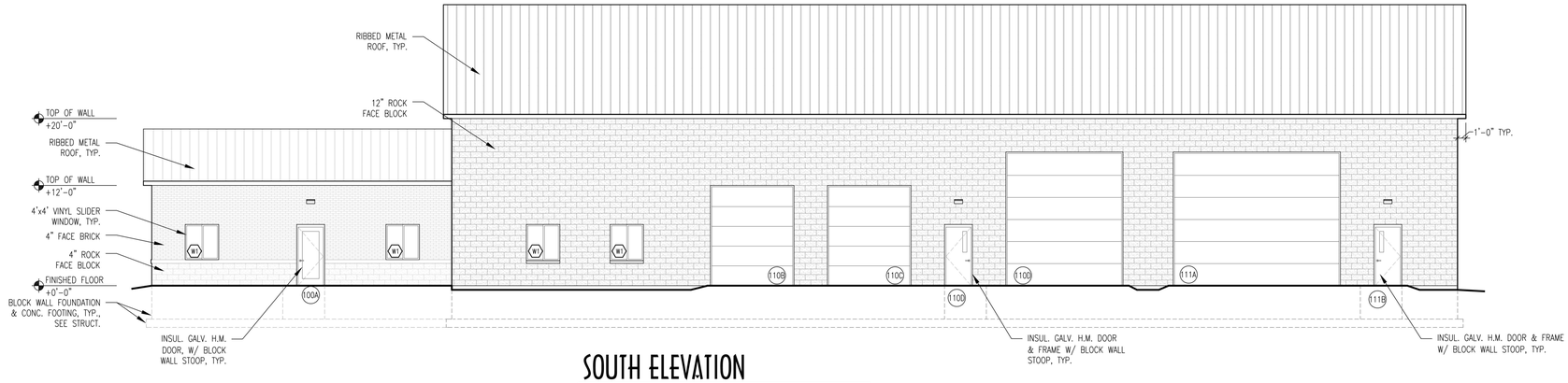

## EAST ELEVATION

Scale: 1/8" = 1'-0"



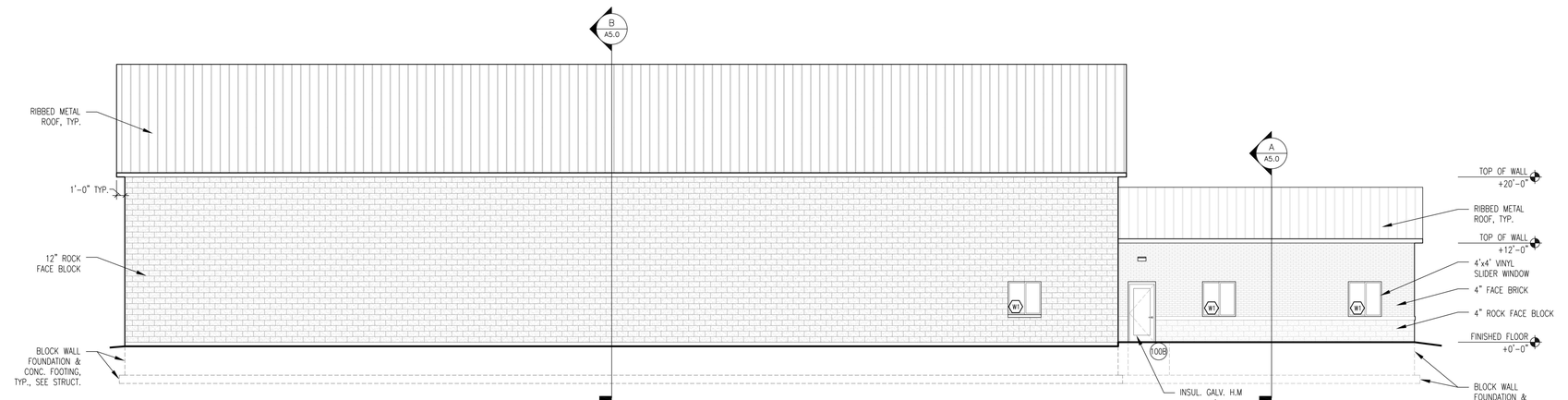

## WEST ELEVATION

Scale: 1/8" = 1'-0"




## SOUTH ELEVATION

Scale: 1/8" = 1'-0"




## NORTH ELEVATION

Scale: 1/8" = 1'-0"

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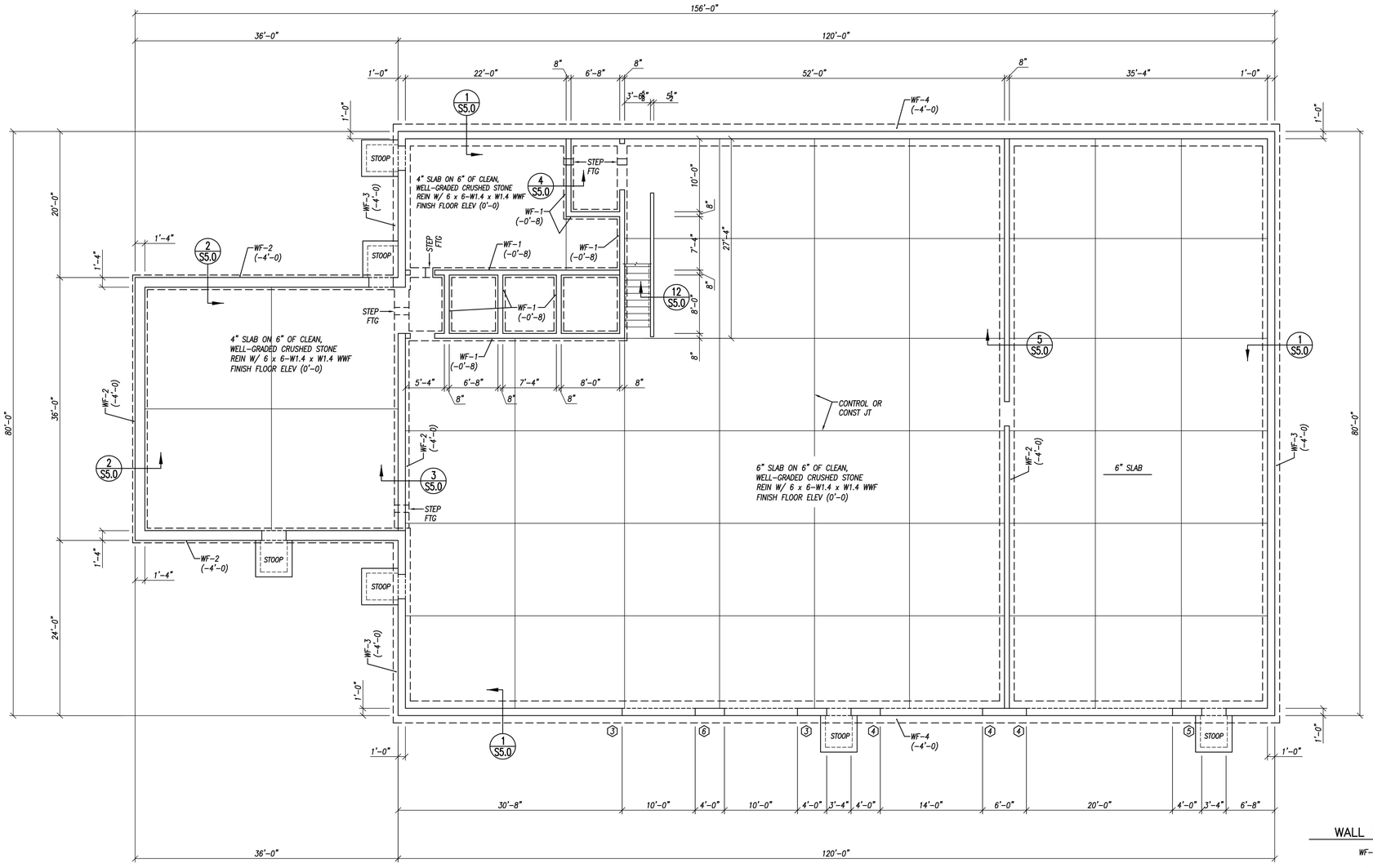
Camenzind Building
Wagner Road
Waterloo, Iowa
Exterior Elevations

A3.0

Date:
Dec. 20, 2021

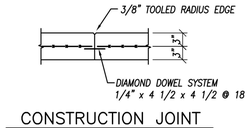



FOOTING AND FOUNDATION PLAN
SCALE: 1/8" = 1'-0"

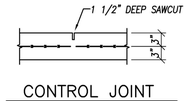
(f) INDICATES NUMBER OF CORES TO BE REINFORCED AND GROUTED

## WALL FOOTING SCHEDULE

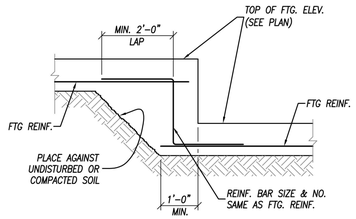
| | |
|---|---|
| WF-1 | 1'-4 x 1'-0 CONT FTG<br>2-#5's CONT |
| WF-2 | 2'-0 x 1'-0 CONT FTG<br>2-#5's CONT |
| WF-3 | 2'-4 x 1'-0 CONT FTG<br>3-#5's CONT |
| WF-4 | 3'-0 x 1'-0 CONT FTG<br>3-#5's CONT |




CONSTRUCTION JOINT




CONTROL JOINT




TYPICAL STEP FOOTING
NOT TO SCALE

## GENERAL STRUCTURAL NOTES

1. Design Live Loads
   - Ground snow ..... 30 PSF
   - Flat roof snow ..... 30 PSF
   - Snow exposure factor ..... 1.0
   - Snow load importance factor ..... 1.0
   - Thermal factor ..... 1.0

   Wind per IBC 2018 requirements
   - V(ult) ..... 115 MPH
   - V(asd) ..... 90 MPH
   - Risk category ..... II
   - Wind exposure ..... C
   - Internal pressure coefficient ..... 0.18

2. The assumed soil bearing capacity is 1500 PSF. This shall be verified by a qualified geotechnical engineer prior to placing concrete.

3. Special Inspection
   The following types of work require special inspection.
   1. Soils per note 2. above
   2. Rebar installation
   3. 10 percent of ceiling deck fasteners

4. Concrete 28 day compressive strengths
   - Footings ..... 3000 PSI
   - Slabs on grade ..... 4000 PSI

5. Reinforcing Steel
   - #3 & smaller ..... ASTM A615 Gr 40
   - #4 & larger ..... ASTM A615 Gr 60
   - Welded wire fabric ..... ASTM A185
   - Joint reinforcement ..... 9 ga wire ASTM A82

6. Structural steel ..... ASTM A36
   W shapes ..... ASTM A992

7. All welding shall conform to the latest A.W.S. specifications. Use E70XX electrodes.

8. Provide corner bars (30 X 30) at all intersections of footing and walls, same size and spacing as the horizontal reinforcing.

9. Elevations shown thus (+/-3'-0) are to the top of beams, slabs, footings, etc., unless noted otherwise.

10. The concrete masonry units to have a minimum F'm of 2800 PSI at 28 days, on the net area.

11. Use type S mortar (concrete masonry units
    Use type N mortar (clay unit masonry)
    Use proportion specifications.

12. Grout used in R.C. to have a minimum F'c of 2500 PSI at 28 days. All grout and coarse grout to be installed in accordance with IBC 2104 requirements.

13. Roof trusses shall be designed and manufactured by the supplier for the loads shown on the plans and the Structural Notes. The shop drawings shall be certified by a structural engineer licensed in the state of Iowa.

14. Exterior wall sheathing shall be:

    7/16" APA rated sheathing 24/16
    8d nails at 6" O.C. at panel edges
    8d nails at 12" O.C. at intermediate supports
    Blocking required at horizontal joints.

### FLOOR SLAB NOTES

Provide 1/2" expansion joint material where a slab on grade abuts a vertical surface.

Limit area of slabs bounded by a control or construction joint to 400 square feet.

### STOOP NOTES

4" slab on loose sand fill. Reinforce slab with #4's at 12" O.C. each way. #4 dowels (12 X 12) at 18" O.C. around perimeter of slab. Typical at stoops.

8" X 44" frost wall, reinforce with (2) #5's continuous top and bottom. Dowel into end walls. Typical at stoops.


M2B Structural Engineers LLP
422 Second Avenue S.E., Suite B, Cedar Rapids, Iowa 52401-1330
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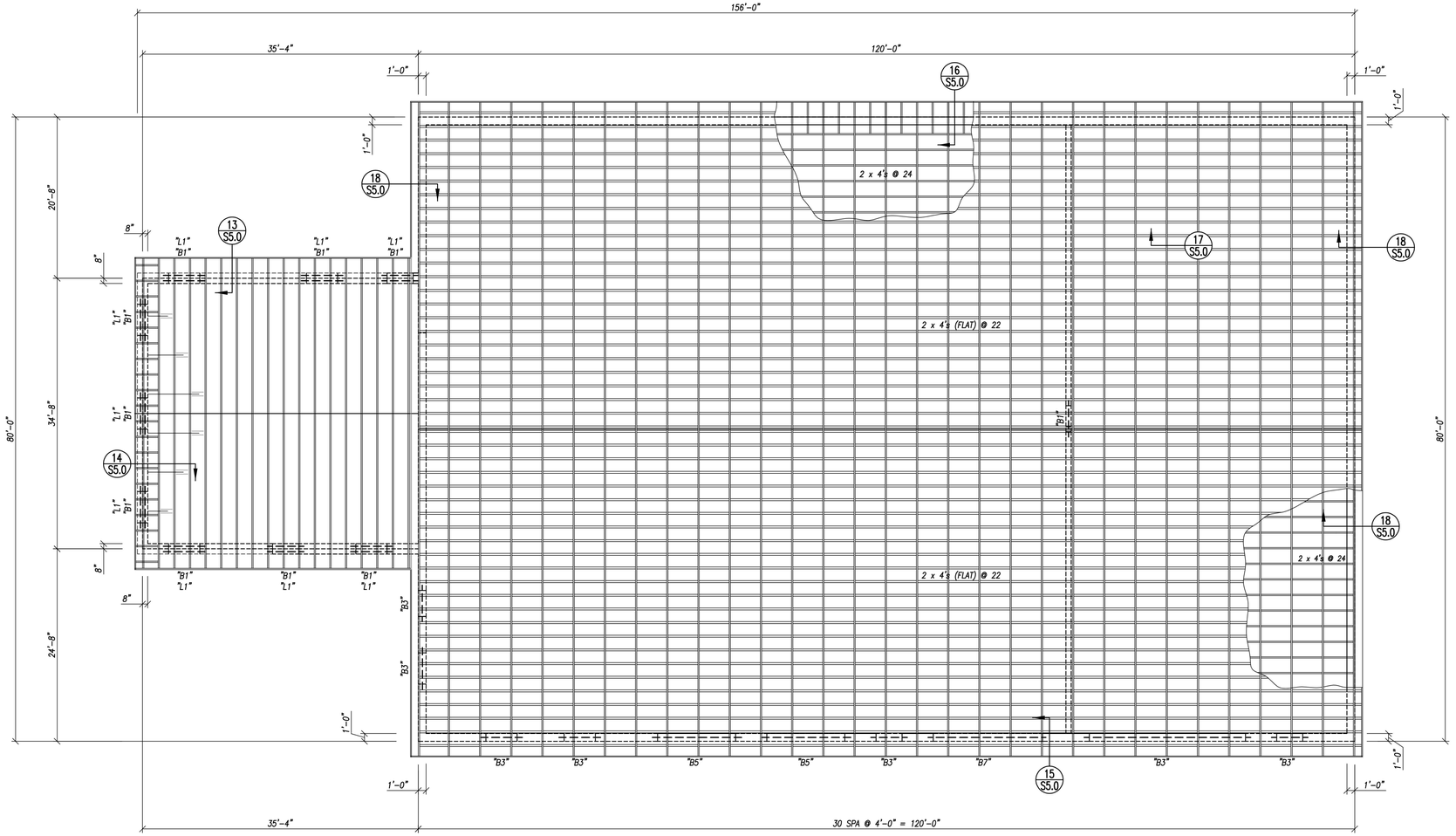
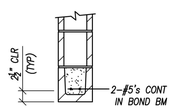
Camenzind Building
Wagner Road
Waterloo, Iowa
Footing and Foundation Plan

S1.0

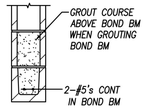
Date:
Dec. 20, 2021



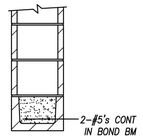

ROOF FRAMING PLAN
SCALE: 1/8" = 1'-0"



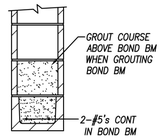

"B1"



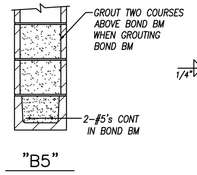

"B2"



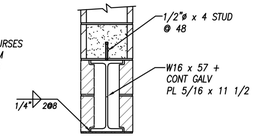

"B3"



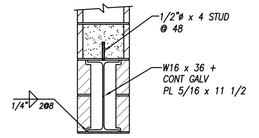

"B4"



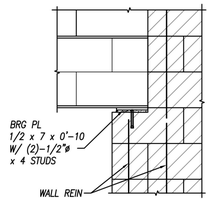

"B5"




"B6"




"B7"



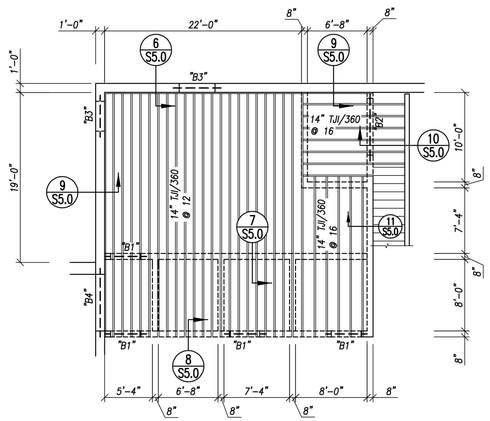

"L1" GALV L 3 1/2 x 3 1/2 x 5/16
8" BRG EA END

*LOW ROOF SHEATHING NOTES*

*1/2" APA rated sheathing 32/16*
*8d nails at 6" O.C. at panel edges*
*8d nails at 12" O.C. at intermediate supports*
*Stagger joints parallel with trusses*
*Use metal plywood sheathing clips*

*Floor sheathing shall be:*

*3/4" T&G APA rated sheathing 48/24*
*10d nails at 6" O.C. at panel edges*
*10d nails at 10" O.C. at intermediate supports*
*Stagger joints parallel with joists*
*Glue and nail sheathing to joists*




MEZZANINE FRAMING PLAN
SCALE: 1/8" = 1'-0"

*UPPER ROOF CEILING SHEATHING NOTES*

*1/2" APA rated sheathing 32/16*
*8d nails at 6" O.C. at panel edges*
*8d nails at 12" O.C. at intermediate supports*
*Stagger joints parallel with trusses*

*ROOF TRUSS DESIGN LOADS*

*Top chord live load.....30 PSF*
*Top chord dead load.....10 PSF*
*Bottom chord dead load.....10 PSF*
*Live load deflection less than L/360*


*M2B Structural Engineers LLP*
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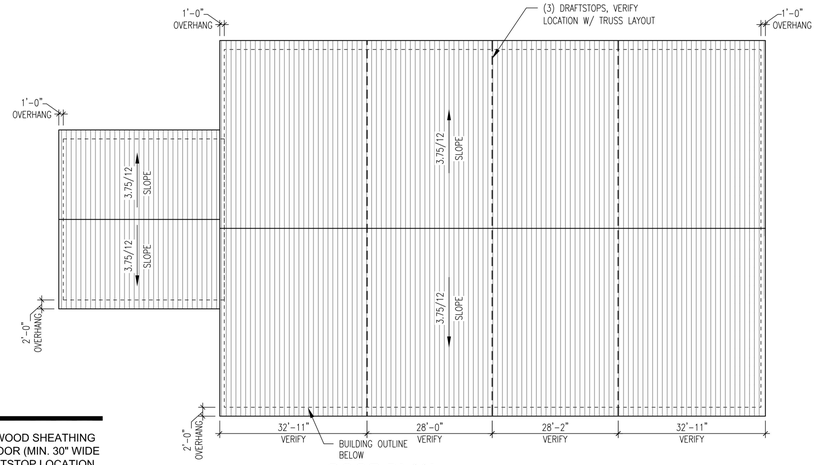
# Camenzind Building
Wagner Road
Waterloo, Iowa
Mezzanine and Roof Framing Plan

S2.0

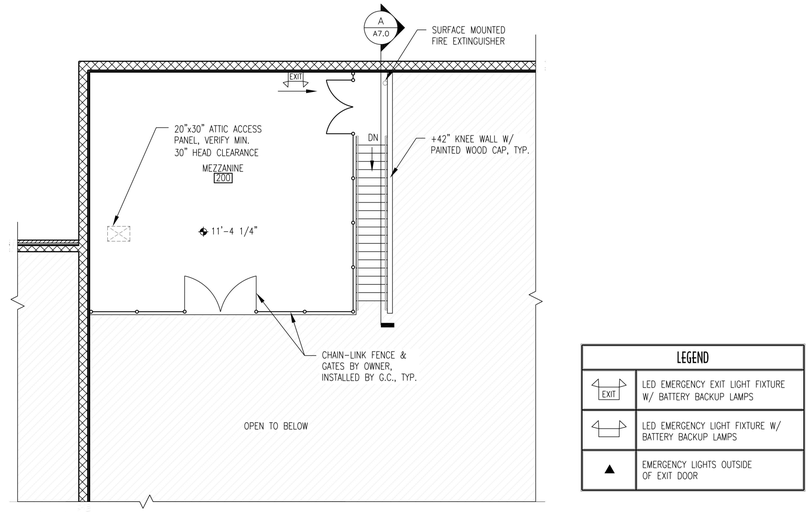
Date:
Dec. 20, 2021

## ROOF NOTES

1. (3) DRAFTSTOPS SHALL BE PROVIDED W/ 1/2" WOOD SHEATHING ON ONE SIDE. PROVIDE ONE SELF-CLOSING DOOR (MIN. 30" WIDE BY 36" TALL) WITH AUTO LATCH AT EACH DRAFTSTOP LOCATION TO ALLOW FOR TRAVEL ACROSS ATTIC SPACES. VERIFY DRAFTSTOP LOCATIONS IN FIELD, NOT TO EXCEED 3,000 SF.
2. ATTIC VENTILATION TO BE VERIFIED BY OTHERS.
3. SEE MEZZANINE PLAN FOR ATTIC ACCESS LOCATION.
4. 6" K-STYLE SEAMLESS GUTTER W/ 3"x4" JUMBO DOWNSPOUTS AS REQ'D.

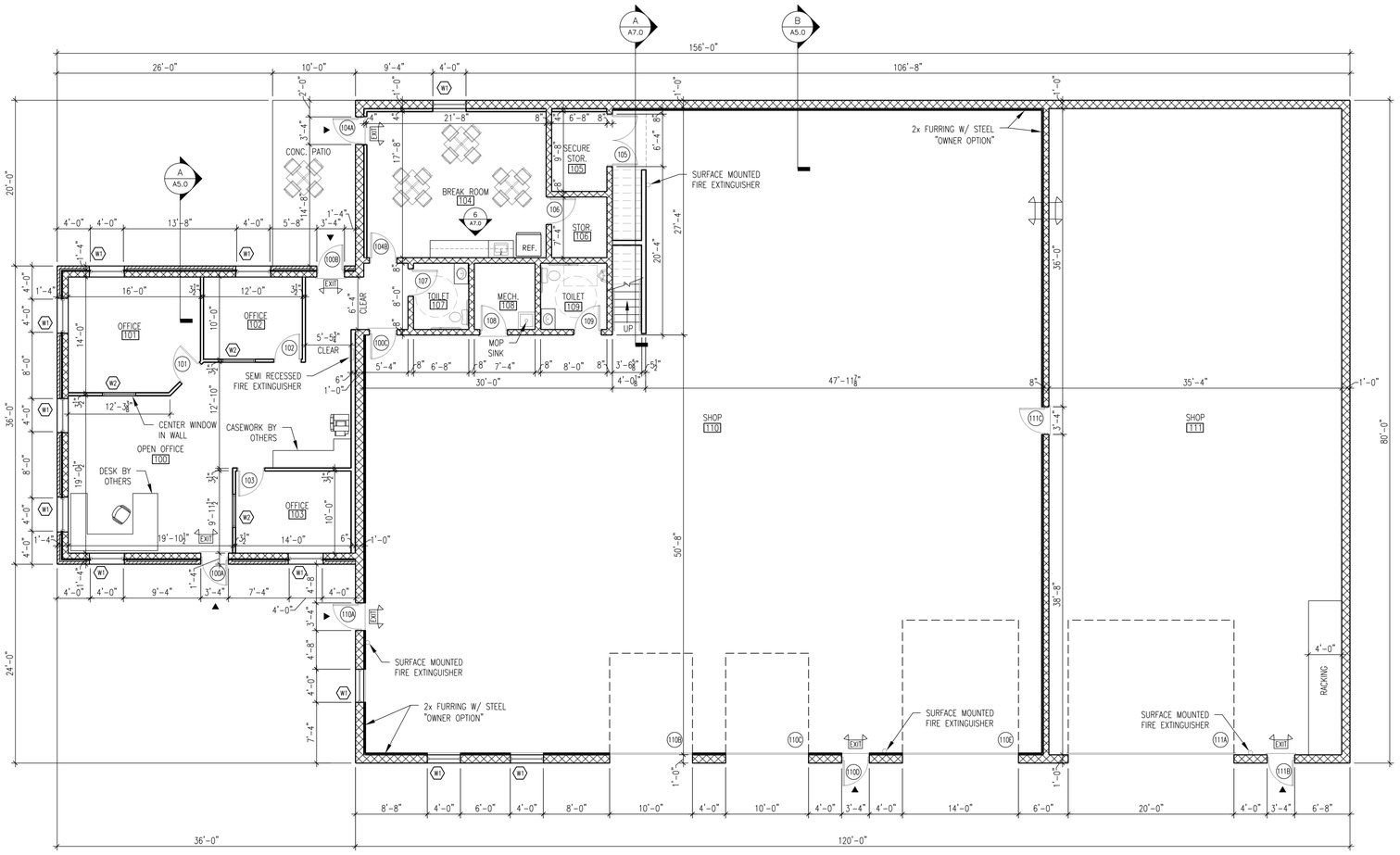



## ROOF PLAN
Scale: 1/16" = 1'-0"




| LEGEND | |
|---|---|
| EXIT | LED EMERGENCY EXIT LIGHT FIXTURE W/ BATTERY BACKUP LAMPS |
| | LED EMERGENCY LIGHT FIXTURE W/ BATTERY BACKUP LAMPS |
| ▲ | EMERGENCY LIGHTS OUTSIDE OF EXIT DOOR |

## MEZZANINE PLAN
Scale: 1/8" = 1'-0"




## MAIN FLOOR PLAN
Scale: 1/8" = 1'-0"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Camenzind Building
Wagner Road
Waterloo, Iowa
Proposed Floor Plans, & Roof Plan

A2.0

Date:
Dec. 20, 2021

**APPLICATION SITE PLAN AMENDMENT TO A "R-P", "M-P", "C-P", "B-P", "S-1" OR "C-Z" DISTRICT**
CITY OF WATERLOO PLANNING, PROGRAMMING, AND ZONING COMMISSION, WATERLOO, IOWA
319.291.4366

New or Overall Amendment X
Individual Building ____
Minor change ____ (check one) (Minor Change must be approved by staff)

1. APPLICATION INFORMATION:

a. Applicant's name (please print): Mike Camenzind dba Camenzind Masonry, LLC.
Address: 517 Rhea St. Phone: 319-883-3111 Fax: 319-883-3112
City: Waterloo State: IA Zip: 50703
Email: Mike@CamenzindMasonry.com

b. Status of applicant: (a) Owner ____ (b) Other X (CHECK ONE): If other explain: Developer of land.

c. Property owner's name if different than above (please print): City of Waterloo
Address: 715 Mulberry St Phone: 319-291-4366 Fax: ____
City: Waterloo State: IA Zip: 50703
Email: Doel.Anderson@Waterloo-ia.org

2. PROPERTY INFORMATION:

a. General location of site plan to be amended: Northeast Corner of Warp Dr. & Leversee Rd.

b. Legal description of property or portion to be amended: The South 365 feet of the west 240 feet of Tract "B" of Waterloo Air and Rail Park 1st Addition, City of Waterloo, Black Hawk County, Iowa

c. Dimensions of proposed site plan amendment: 365' x 240'

d. Area of proposed site plan amendment: 87,600 square feet

e. Current zoning: M-2, P

f. Reason(s) for site plan amendment and proposed use(s) of property: Build a new commercial shop & office for Camenzind Masonry, LLC

g. Conditions (if any) agreed to (does not affect existing conditions unless specified): ____

h. Other pertinent information (use reverse side if necessary): See Attached Site Plan.

**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 site plan amendment request).

The filing fee of **$200** (for new or overall amendment), $100 (for individual Building), or $0 (for minor change) (payable to the City of Waterloo) is required. **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.

Mike Camenzind 7/25/22 — 7.25.22
Signature of Applicant Date Signature of Owner Date

# CITY OF WATERLOO

**Council Communication**

Sale and conveyance of City property located along Warp Drive and Leversee Road, to Camenzind Masonry, LLC, in the amount of $1.00 with an option for additional property, for the construction of a new 10,800 square foot industrial building, including approval of a Development and Minimum Assessment Agreement in the amount of $550,000.00 for phase I.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Development Agreement | Backup Material |
| Elevations | Backup Material |
| Map of Camenzind Lots | Backup Material |
| Site Plan | Backup Material |
| Site Plan | Backup Material |
| Elevations | 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 approving the sale and conveyance of city owned land, located at the Northeast corner of Warp Drive and Leversee Road, to Camenzind Masonry, LLC, in the amount of $1.00 with an option for additional property, and authorizing the Mayor and City Clerk to execute said documents.
Resolution approving a Development and Minimum Assessment Agreement with Camenzind Masonry, LLC, for the construction of a new 10,800 square foot industrial building with a minimum assessed value of $550,000.00 for Phase I, and authorizing the Mayor and City Clerk to execute said document.

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

Recommended Action: Approve resolutions

Summary Statement: The City has been working with Mike Camenzind for a location for his masonry business. The City entered into development agreement for two lots on Wager Road for his business and an additional industrial spec building. After further review the Wagner Road lots would not meet the needs of the developer and the Leversee Road lots will provide better access to the highway for his business. The developer plans to construct his office/shop for his business at the northeast corner of Leversee Road and Warp Drive. Included in the agreement is an option for an additional 2 acres north of his site for future industrial development.

| | |
|---|---|
| | The area in question is approximately 21 acres in size but the City is working on subdividing the area into smaller lots to meet the needs of developers. Camenzind Masonry would be receiving two acres initially and have an option on an additional two acres for three years for future development. |
| Neighborhood Impact: | The site is zoned for industrial uses and is currently being farmed. There is no anticipated negative impact on the neighbors. |
| Data/Analysis and Strategies: | The City has been working on platting, building infrastructure and extending utilities to the new Waterloo Air and Rail Park. This development would be at the north end of over 300 acres the city has to develop in the area. |
| Implementation, Accountability, and Communication: | The project is located within the Waterloo Air and Rail park that is zoned M-2,P, Planned Industrial District. This zoning does require site plan approval by the Planning and Zoning Commission along with City Council. |
| Community Engagement Methods: | The Planning Commission and City Council are both public meetings, so notice to public will be included in those meeting setups. |
| Expenditure Required/Source of Funds: | None |
| Alternative: | Not approve |
| Legal Descriptions: | Legal Description: (to be platted) The South 365 feet of the West 240 feet of Tract "B" of Waterloo Air and Rail Park 1st Addition<br><br>and<br><br>Option Land Legal Description: (to be platted) The North 365 feet of the South 730 feet of the west 240 feet of Tract "B" of Waterloo Air and Rail Park 1st Addition |

Prepared by Christopher S. Wendland, P.O. Box 596, Waterloo, IA 50704 Phone (319) 234-5701

# DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into as of _____, by and between Camenzind Masonry, LLC (the “Company”) and the City of Waterloo, Iowa (the “City”).

RECITALS

A. In furtherance of the objectives of Chapter 403 of the Code of Iowa, 2015, as amended (the “Urban Renewal Act”), City is engaged in carrying out urban renewal project activities in an area known as the University Avenue Area Urban Renewal and Redevelopment Plan Area ("Urban Renewal Area").

B. Company is willing and able to finance and construct buildings and related improvements on property located in the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan area, and legally described on Exhibit “A” attached hereto (the “Property”).

C. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Sale of Property; Title.** Subject to the terms hereof, City shall convey the Property to Company for the sum of $1.00 (the "Purchase Price"). Conveyance shall be by quit claim deed, free and clear of all encumbrances arising by or through City except: (a) easements, servitudes, conditions and restrictions of record; (b) general utility and right-of-way easements serving the Property; and (c) restrictions imposed by the City zoning ordinances and other applicable law. City shall have no duty to convey title to Company until Company delivers to City reasonable and satisfactory proof of financial ability to undertake and carry on the Improvements (defined below), which may take the form of a lending commitment letter. City shall, at its own expense, prepare an updated abstract of title, or in lieu thereof Company may, at its own expense, obtain whatever form of title evidence it desires, in which case City shall provide any title documents it has in its possession, including any abstracts, to assist in title review. If title is unmarketable or subject to matters not acceptable to Company, and if City does not remedy or remove such objectionable matters in timely fashion following written notice of such objections from Company, Company may terminate this Agreement without further obligation and return the abstract of title to City.

2. **Option Property.** Company shall have the option to acquire the real property described on Exhibit "A-1" attached hereto (the "Option Property") on the terms set forth in this Section. To exercise said option, Company shall deliver written notice of exercise to City within three (3) years from the date of this Agreement, or said option shall lapse. Upon City's receipt of said notice, the parties shall negotiate a new development agreement with respect to said project, pursuant to which Company shall construct a commercial building and related improvements at an agreed minimum assessed value, supported by such development incentives to which the parties may agree, if any, including but not limited to Company's purchase of the Option Property from the City for the sum of $1.00, with abstract update to be paid for by City.

3. **Improvements by Company.** Company shall construct on the Property a commercial building of approximately 10,800 square feet for office and shop, and related landscaping, paving, signage and parking improvements (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the Urban Renewal Plan, and all applicable City, state, and federal building codes and shall comply with all applicable City ordinances and other applicable law. City may require that Company submit specific building designs and site plans for City review and approval. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to make any of the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

4. **Construction Plans.** Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the "Plans") that have been submitted to the City. Company agrees that the scope and

scale of the Improvements to be constructed shall not be significantly less than the scope and scale of the Improvements as detailed and outlined in the Plans.

If any material modification in the scope, scale or nature of the Plans is proposed, Company shall submit modified Plans (the "Modified Plans") to the City for review. Modified Plans shall be subject to approval by the City as provided in this Section. City shall approve the modified Plans in writing if: (a) the Modified Plans conform to the terms and conditions of this Agreement; (b) the Modified Plans conform to the terms and conditions of the urban renewal plan; (c) the Modified Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (d) the Modified Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans or Modified Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans or Modified Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

The Modified Plans must be rejected in writing by City within thirty (30) days of submission or shall be deemed to have been approved by the City. If City rejects the Modified Plans in whole or in part, Company shall submit new or corrected Modified Plans within thirty (30) days after receipt by Company of written notification of the rejection, accomplished by a written statement of the City specifying the respects in which Company's Modified Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Modified Plans shall continue to apply until the Modified Plans have been approved by the City; provided, however, that in any event Company shall submit Modified Plans which are approved by City prior to commencement of construction of the additional or modified Improvements.

Approval of the Plans or Modified Plans by the City shall not relieve Company of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Plans or Modified Plans by City be deemed to constitute a waiver of any Event of Default. Approval of Plans or Modified Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose nor subject the City to any liability for the Improvements as constructed.

5. **Timeliness of Construction; Possibility of Reverter.** The parties agree that Company's commitment to cause the Project to be undertaken and to construct the Improvements in a timely manner constitutes a material inducement for the City to extend the incentives provided for in this Agreement, and that without said commitment City would not have done so. Subject to Unavoidable Delays (defined below), Company must commence construction of the Improvements within six (6) months after the date

of this Agreement and must Substantially Complete construction no later than fourteen (14) months after the date of this Agreement (the "Completion Deadline"). For purposes of this Agreement, "Substantially Complete" means the date on which the Improvements have been completed to the extent necessary for the City to issue a certificate of occupancy relating thereto and the City has verified that any Project element for which no permit was necessary has been Substantially Completed.

If Company has not constructed the Improvements within the required period or any extended period, then City may terminate this Agreement as set forth in Section 17, title to the Property shall revert to the City, and City shall have no further obligation hereunder; provided, however, that if construction has not begun within the stated period but the development of the Project is still imminent, the City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements. Any further time extensions will require consent of the City Council. If construction has commenced within the required period or any extended period and is stopped and/or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each of the foregoing is an "Unavoidable Delay"), then time lost as a result of Unavoidable Delays shall be added to extend the Completion Deadlines by a number of days equal to the number of days lost as a result of Unavoidable Delays, and thereafter if construction is not completed within the allowed period of extension, City may terminate this Agreement as set forth in Section 17, title to the Property shall revert to City, and City shall have no further obligation hereunder with respect thereto. If City terminates this Agreement, Company shall not be entitled to a refund of the Purchase Price, whether in whole or in part.

6. **Reverter of Title; Indemnity.** In the event of any reverter of title, Company agrees that it shall, at its own expense, promptly execute all documents, including but not limited to a special warranty deed, or take such other actions as the City may reasonably request to effectuate said reverter and to deliver to City title to the Property, free and clear of any lien, claim, charge, security interest, mortgage, encumbrance or past-due or currently due property taxes (collectively, "Liens") arising by or through Company. Concurrently with delivery of the deed, Company shall also deliver to City the abstract of title. Company shall pay in full, so as to discharge or satisfy, all Liens on or against the Property. ***Appointment of Attorney in Fact:*** If Company fails to deliver such documents, including but not limited to a special warranty deed, to City within thirty (30) days of written demand by City, then City shall be authorized to execute, on Company's behalf and as its attorney-in-fact, the special warranty deed required by this Section, and for such limited purpose Company does hereby constitute and appoint City as its attorney-in-fact.

Company further agrees that it shall indemnify City and hold it harmless with respect to any demand, claim, cause of action, damage, or injury made, suffered, or incurred as a result of or in connection with the Project, Company's failure to carry on or complete same, or any Lien or Liens on or against the Property of any type or nature whatsoever that attaches to the Property by virtue of Company's ownership of same. If

City files suit to enforce the terms of this Agreement and prevails in such suit, then Company shall be liable for all legal expenses, including but not limited to reasonable attorneys' fees, incurred by City. Company's duties of indemnity pursuant to this Section shall survive the expiration, termination or cancellation of this Agreement for any reason.

7. **No Encumbrances; Limited Exception.** Until the Improvements are Substantially Completed, Company agrees that it shall not create, incur, or suffer to exist any Liens on the Property, other than such mortgage or mortgages as may be reasonably necessary to finance Company's completion of the Improvements *and* of which Company notifies City *before* Company executes any such mortgage. Company may not mortgage the Property or any part thereof for any purpose except in connection with financing of the Improvements.

8. **Utilities.** Company will be responsible for extending water, sewer, telephone, telecommunications, electricity, gas and other utility services to any location on the Property and for payment of any associated connection fees.

9. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of $550,000.00 (the "Minimum Actual Value"), through:

(i) willful destruction of the Property, the Improvements, or any part of either;

(ii) a request to the assessor of Black Hawk County; or

(iii) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Company agrees to execute and deliver the MAA concurrently with execution and delivery of this Agreement.

10. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows:

A. Company agrees during construction of the Improvements and thereafter until the MAA termination date to maintain, as applicable, builder's risk, property damage, and liability insurance coverages with respect to the Improvements in such amounts as are customarily carried by like organizations

engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Company with respect to construction of the Improvements.

C. Company will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Improvements.

D. Company will comply with all applicable land development laws and City and county ordinances, and all laws, rules and regulations relating to its businesses, other than laws, rules and regulations where the failure to comply with the same or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Company.

E. The Property will have a taxable value as set forth in the MAA and any amendments thereto, and Company agrees that the minimum actual value of the Property, or applicable portion thereof, and completed Improvements as stated in the MAA and any amendments thereto will be a reasonable estimate of the actual value of the Property for ad valorem property tax purposes. Company agrees that it will spend enough in construction of the Improvements that, when combined with the value of the Property, or applicable portion thereof, and related site improvements, will equal or exceed the assessor's minimum actual value for the Property, or applicable portion thereof, and Improvements as set forth in the MAA and any amendments thereto.

F. Until termination of the MAA, Company will maintain, preserve and keep the Property, including but not limited to the Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

G. Until termination of the MAA, Company agrees that (1) it will not undertake, in any other municipality in Black Hawk County, the construction or rehabilitation of any commercial property as a primary location for Company's business operations of the type to be conducted on the Property, and (2) it will make no conveyance, lease or other transfer of the Property or any interest therein that would cause the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

H. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to any and all parts of the Property conveyed to it. Company agrees that (1) it will not seek administrative review or

judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings of any type or nature, including but not limited to delinquent tax proceedings, and (2) it will not seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property included within the Property.

I. Special actions. No later than the date of conveyance of the Property, Company shall convey to City by special warranty deed the real property that is the subject of certain development agreements between the parties dated March 15, 2021, concerning the development of property described as Lots 2 and 5, Wagner Road Subdivision, City of Waterloo. Company shall also deliver to City the abstract of title for each of said lots. The foregoing actions are in compliance with Company's duties concerning reverter of title as set forth in each of said development agreements.

11. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

12. **Representations and Warranties of Company.** Company hereby represents and warrants as follows:

A. Company is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Company is duly organized, validly existing, and in good standing under the laws of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

C. Company has full right, title, and authority to execute and perform this Agreement and to consummate all of the transactions contemplated herein, and each person who executes and delivers this Agreement and all documents to be delivered to City hereunder is and shall be authorized to do so on behalf of Company.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization or bylaws of Company or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

E. Assuming due authorization, execution and delivery by the other parties hereto, this Agreement is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

F. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

13. **Indemnification and Releases.**

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property arising after Company's acquisition of the same or resulting from any defect in the Improvements. The indemnified parties shall not be liable for any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from (1) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement), or (2) the acquisition and condition of the Property

and the construction, installation, ownership, and operation of the Improvements, or (3) any hazardous substance or environmental contamination located in or on the Property, but only to the extent such liability has not been previously transferred to and accepted by the City in writing.

C. The provisions of this Section shall survive the expiration or termination of this Agreement.

14. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same, or failing such restoration Company agrees to be liable for same or for the fair value thereof, plus interest on any sums owing at the rate of 5% per annum commencing with the date of demand for payment, if said payment is not remitted to City within 30 days.

15. **No Assignment or Conveyance.** Company agrees that it will not sell, convey, assign or otherwise transfer its interest in the Property prior to completion of the Project, whether in whole or in part, to any other person or entity without the prior written consent of City, except as permitted in accordance with Section 7 for security of financing for completion of the Improvements. Reasonable grounds for the City to withhold its consent shall include but are not limited to the inability of the proposed transferee to demonstrate to the City's satisfaction that it has the financial ability to observe all of the terms to be performed by Company under this Agreement.

16. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in the Improvements, any part of the Property, or this Agreement, without the prior written consent of City;

C. Failure by Company to pay, before delinquency, all ad valorem property taxes levied on or against any of the Property;

D. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or an MAA;

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to any of Property.

F. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

17. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may terminate this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Upon termination, City may exercise any and all remedies available at law, equity, contract or otherwise for recovery of any sums paid by City to Company before the date of termination or to recover ownership of the Property or portion thereof as set forth in this Agreement.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to

the Company that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

18. **Materiality of Company's Promises, Covenants, Representations, and Warranties.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

19. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

20. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

21. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 217 Rhey Street, Waterloo, Iowa 50703, Attention: Michael Camenzind.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

22. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

23. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

24. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

25. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

26. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

27. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

28. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which, including counterparts signed electronically or signed counterparts transmitted by facsimile or other electronic means, shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

29. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

30. **Time of Essence.** Time is of the essence of this Agreement.

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

Attest: _____
Kelley Felchle, City Clerk

CAMENZIND MASONRY, LLC

By: _____
Michael Camenzind
Managing Member

**PERSONAL GUARANTY.** The undersigned members and/or managers of Company hereby agree for themselves and their heirs, personal representatives, and assigns, to unconditionally guarantee to City, its successors and assigns, the full and prompt performance by Company, its successors and assigns, of all promises and covenants on the part of Company to be performed pursuant to the foregoing Agreement, including but not limited to the duties of indemnity set forth therein, if any. Liability of guarantors hereunder is joint and several.

_____ _____
Michael Camenzind

EXHIBIT “A”

**Legal Description of Property**

The South 365 feet of the West 240 feet of Tract “B” of Waterloo Air and Rail Park 1st Addition, City of Waterloo, Black Hawk County, Iowa.

EXHIBIT “A-1”

**Legal Description of Option Property**

The North 365 feet of the South 730 feet of the West 240 feet of Tract “B” of Waterloo Air and Rail Park 1st Addition, City of Waterloo, Black Hawk County, Iowa.

EXHIBIT “B”

**MINIMUM ASSESSMENT AGREEMENT**

This Minimum Assessment Agreement (the “Agreement”) is entered into as of _____, by and among the CITY OF WATERLOO, IOWA (“City”), Camenzind Masonry, LLC (“Company”), and the COUNTY ASSESSOR of the City of Waterloo, Iowa (“Assessor”).

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the “Development Agreement”) regarding certain real property, described in Exhibit “A” thereto, (the “Property”) located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area (“Project”) within the City and within the East Waterloo Unified Urban Renewal and Redevelopment Plan Area, formerly known as the Airport Area Development Plan Area; and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the land and the building(s) pursuant to this Agreement and applicable only to the Project, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the improvements (the “Improvements”) which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Improvements by the Company, the minimum actual taxable value which shall be fixed for assessment purposes for the land and Improvements to be constructed thereon by the Company as a part of the Project shall not be less than $550,000.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Improvements will be substantially completed on or before the date set forth in the Agreement, but in any event not later than December 31, 2023. If it is not, then the parties agree to execute an amendment to this Agreement that will extend the dates specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2033. Nothing herein shall be deemed to waive the Company’s rights under Iowa Code

§ 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Improvements in excess of the Minimum Actual Value.

3. Company agrees that it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings.

4. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

5. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Property.

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

CITY OF WATERLOO, IOWA

By: _____
Quentin M. Hart, Mayor

By: _____
Kelley Felchle, City Clerk

CAMENZIND MASONRY, LLC

By: _____
Michael Camenzind
Managing Member

STATE OF IOWA )
) ss.
COUNTY OF BLACK HAWK )

On this _____ day of _____, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin M. Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

STATE OF IOWA )
) ss.
COUNTY OF BLACK HAWK )

Subscribed and sworn to before me on _____, by Michael Camenzind as Managing Member of Camenzind Masonry, LLC.

_____
Notary Public

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the improvements to be constructed and the market value assigned to the land upon which the improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property subject to the development, upon completion of improvements to be made on it and in accordance with the Minimum Assessment Agreement, certifies that the actual value assigned to such land, building and equipment upon completion of the development shall not be less than Five Hundred Fifty Thousand Dollars ($550,000.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof.

_____
Assessor for Black Hawk County, Iowa

_____
Date

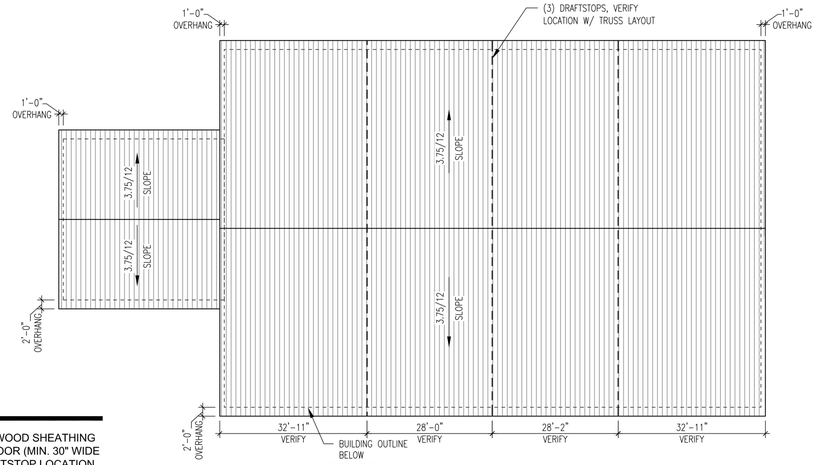
STATE OF IOWA )
) ss.
COUNTY OF BLACK HAWK )

Subscribed and sworn to before me on _____, by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

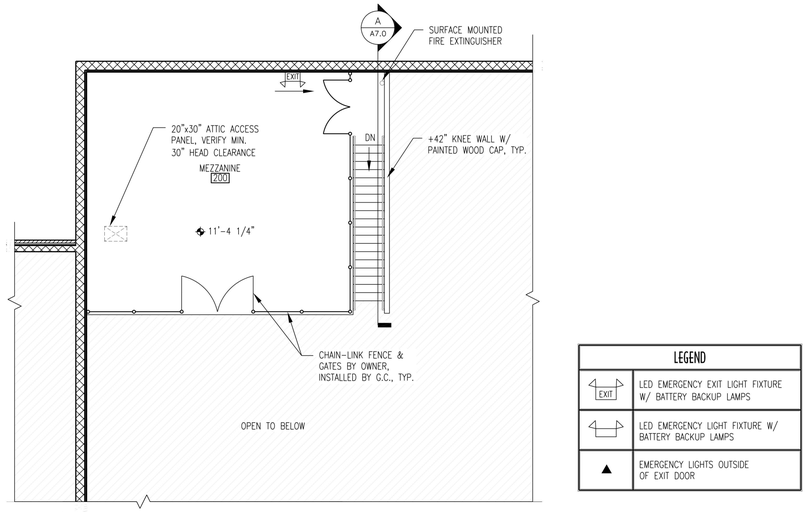
_____
Notary Public

## ROOF NOTES

1. (3) DRAFTSTOPS SHALL BE PROVIDED W/ 1/2" WOOD SHEATHING ON ONE SIDE. PROVIDE ONE SELF-CLOSING DOOR (MIN. 30" WIDE BY 36" TALL) WITH AUTO LATCH AT EACH DRAFTSTOP LOCATION TO ALLOW FOR TRAVEL ACROSS ATTIC SPACES. VERIFY DRAFTSTOP LOCATIONS IN FIELD, NOT TO EXCEED 3,000 SF.
2. ATTIC VENTILATION TO BE VERIFIED BY OTHERS.
3. SEE MEZZANINE PLAN FOR ATTIC ACCESS LOCATION.
4. 6" K-STYLE SEAMLESS GUTTER W/ 3"x4" JUMBO DOWNSPOUTS AS REQ'D.

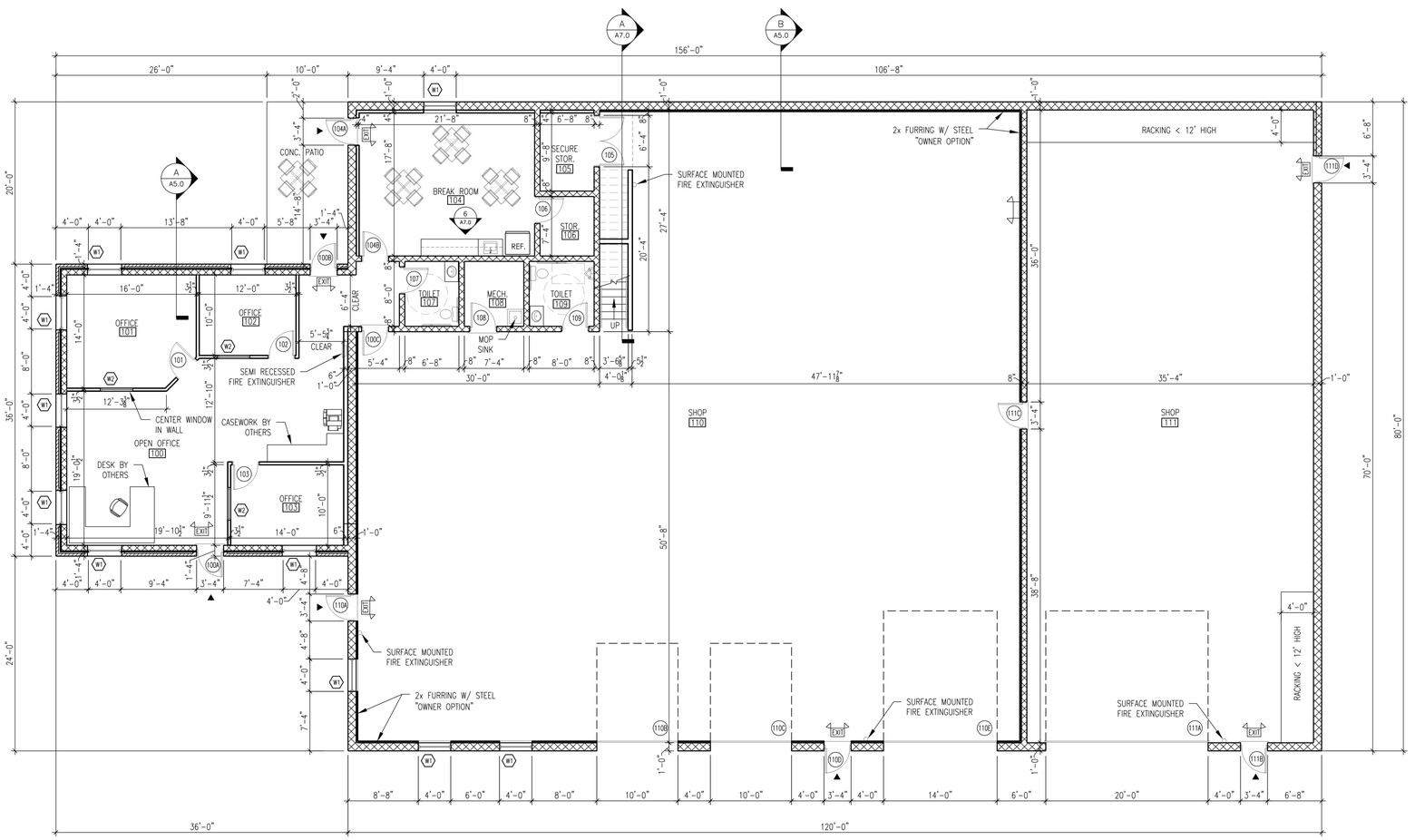



## ROOF PLAN
Scale: 1/16" = 1'-0"




## MEZZANINE PLAN
Scale: 1/8" = 1'-0"

| LEGEND | |
|---|---|
| EXIT | LED EMERGENCY EXIT LIGHT FIXTURE W/ BATTERY BACKUP LAMPS |
| | LED EMERGENCY LIGHT FIXTURE W/ BATTERY BACKUP LAMPS |
| ▲ | EMERGENCY LIGHTS OUTSIDE OF EXIT DOOR |




## MAIN FLOOR PLAN
Scale: 1/8" = 1'-0"


P.O. Box 1240 Cedar Falls, IA 50613
319.277.5636 319.277.5639 fax
www.leviarchitecture.com



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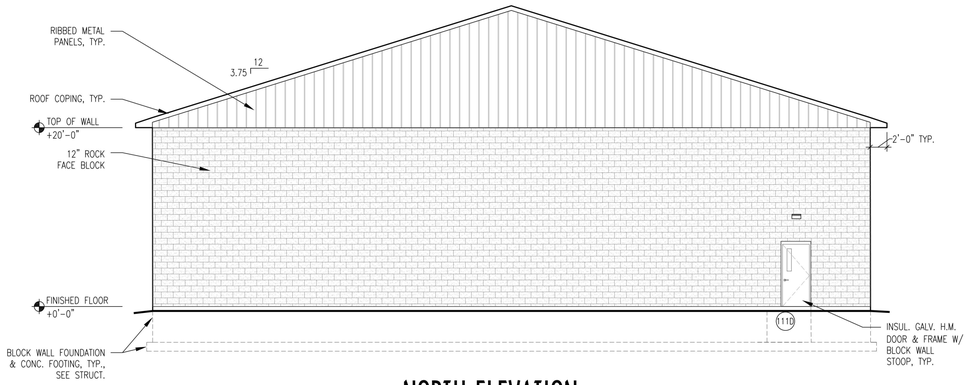
Camenzind Building
Warp Road
Waterloo, Iowa
Proposed Floor Plans, & Roof Plan

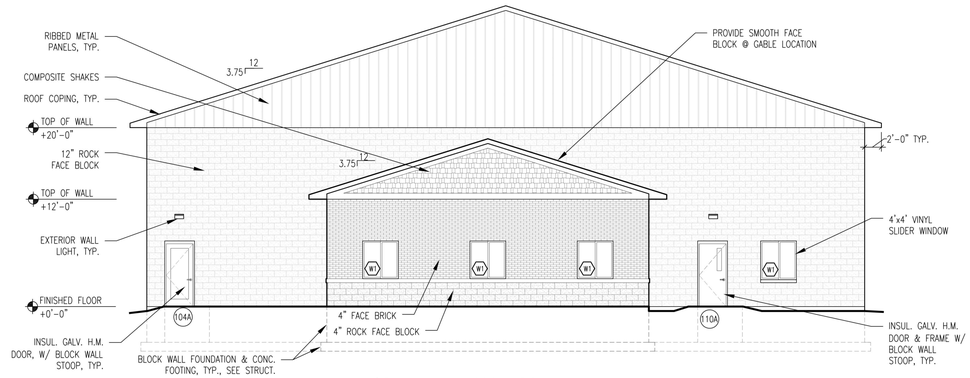
A2.0

Date:
August 3, 2022



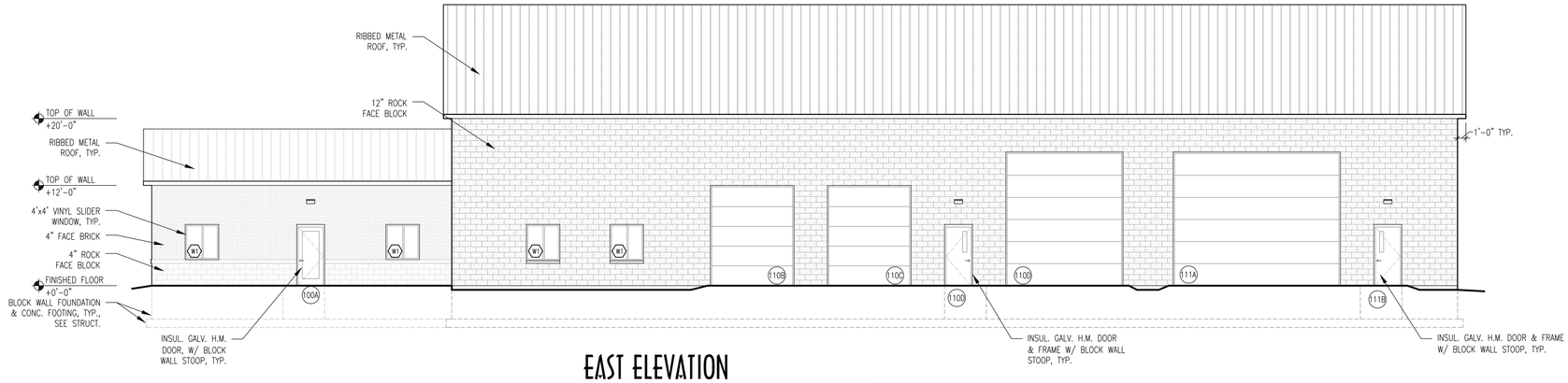

## NORTH ELEVATION

Scale: 1/8" = 1'-0"



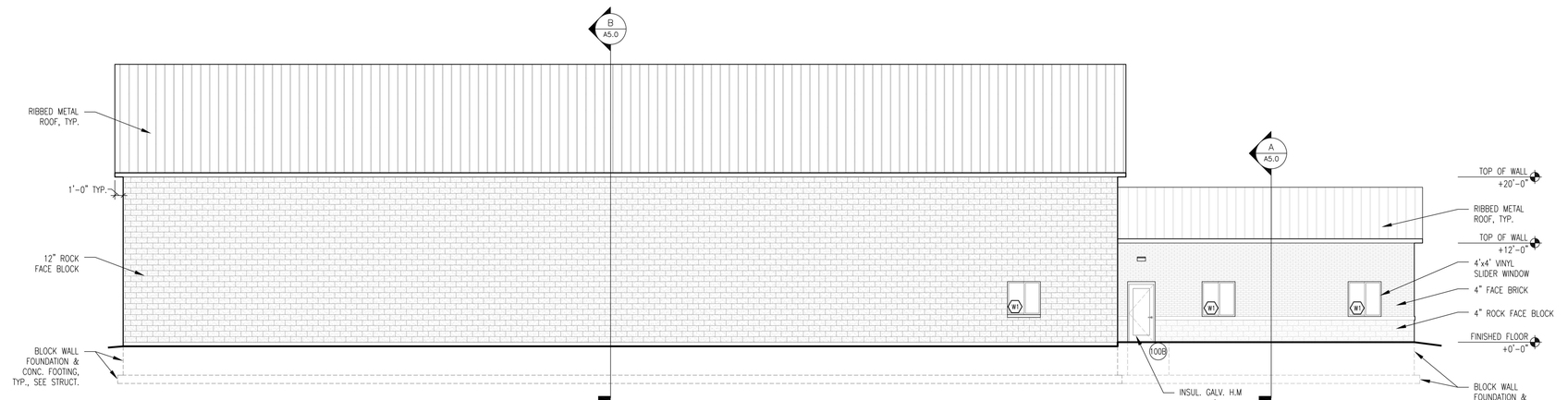

## SOUTH ELEVATION

Scale: 1/8" = 1'-0"




## EAST ELEVATION

Scale: 1/8" = 1'-0"




## WEST ELEVATION

Scale: 1/8" = 1'-0"

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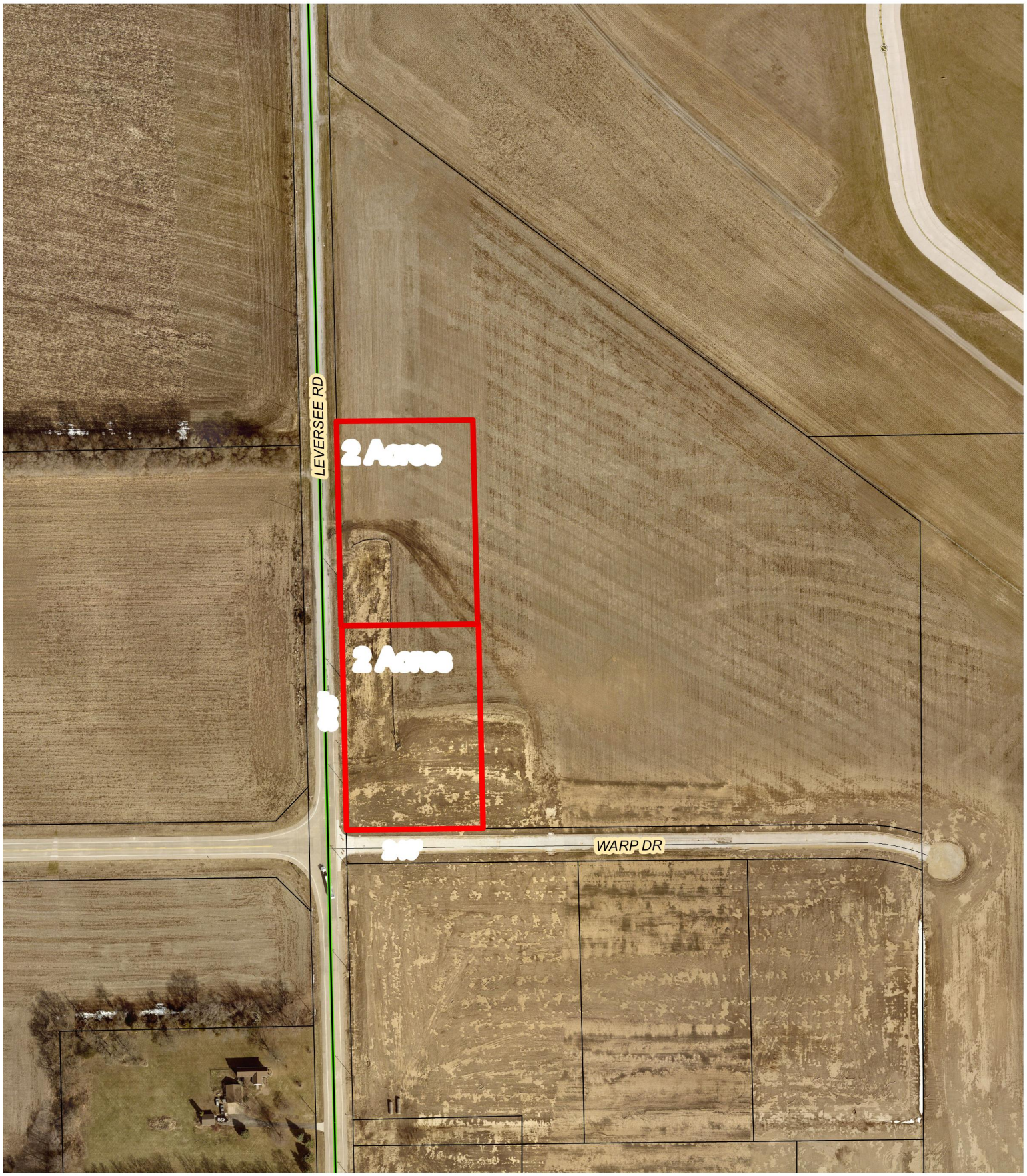
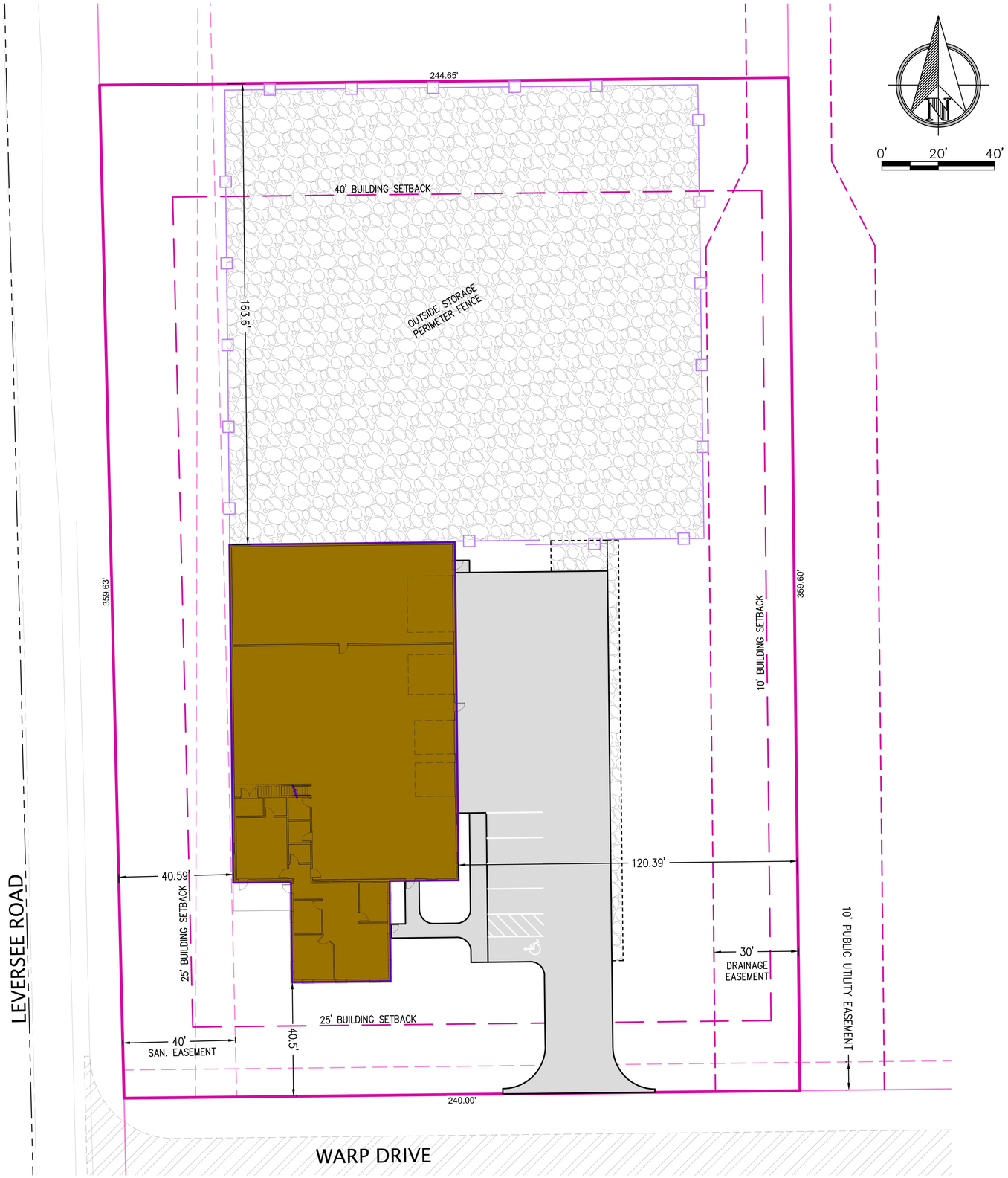
Camenzind Building
Warp Road
Waterloo, Iowa
Exterior Elevations

A3.0

Date:
August 3, 2022




City of Waterloo, Iowa




0' 20' 40'

# 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

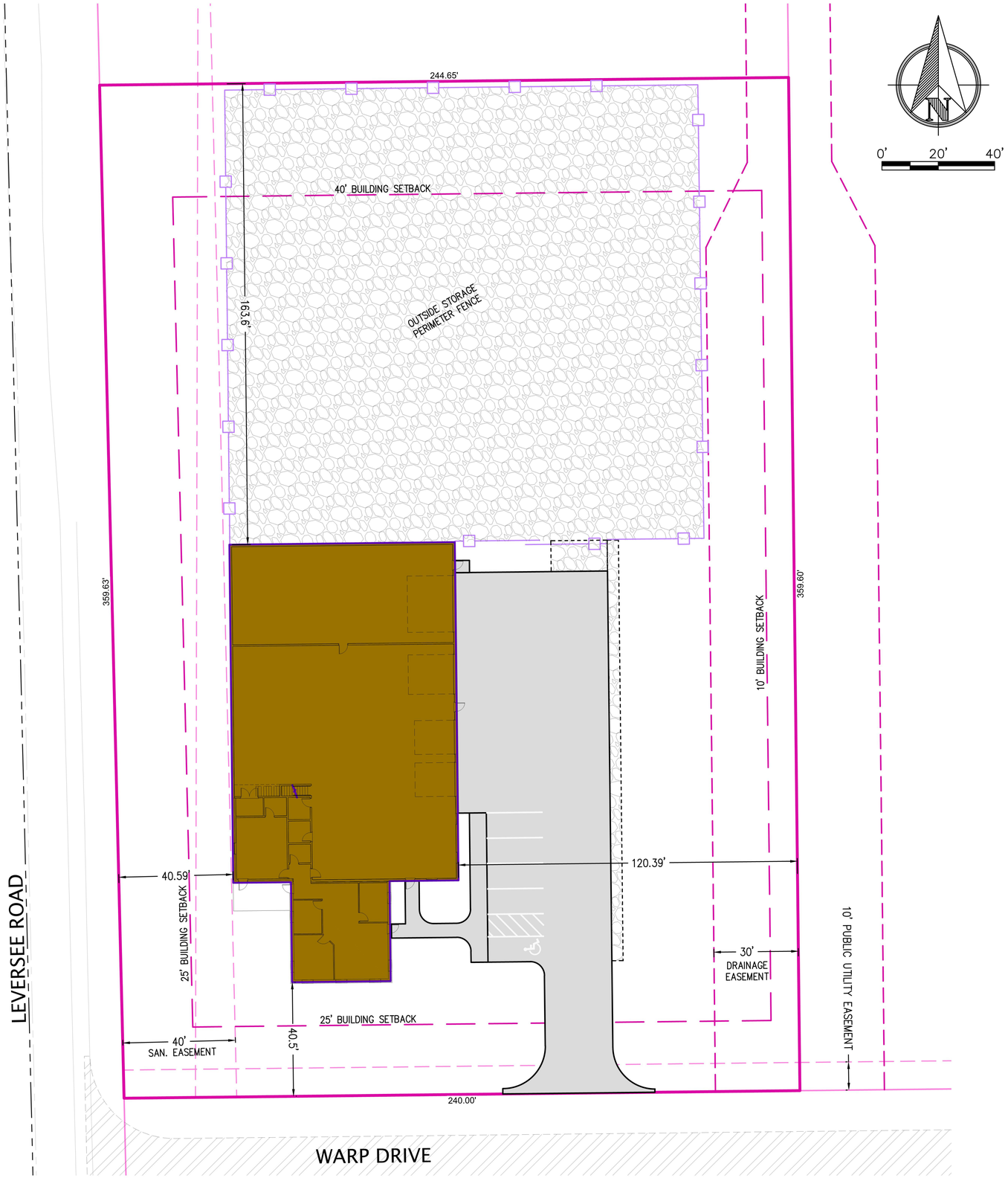
DRAFTING BY CIVIL CONCEPTS & DEVELOPMENT, LLC

SITE DEVELOPMENT PLAN

LEVERSEE ROAD & WARP DRIVE
WATERLOO, IOWA

1 of 1

8/3/2022







# 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
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SITE DEVELOPMENT PLAN

LEVERSEE ROAD & WARP DRIVE
WATERLOO, IOWA

1 of 1

8/3/2022

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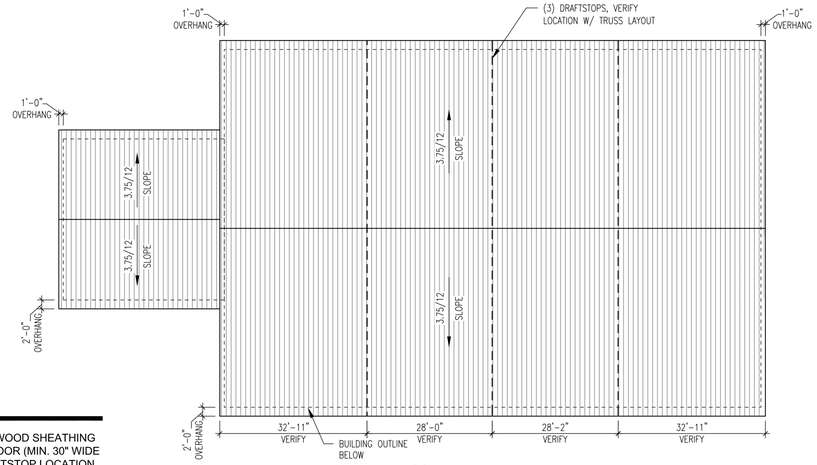


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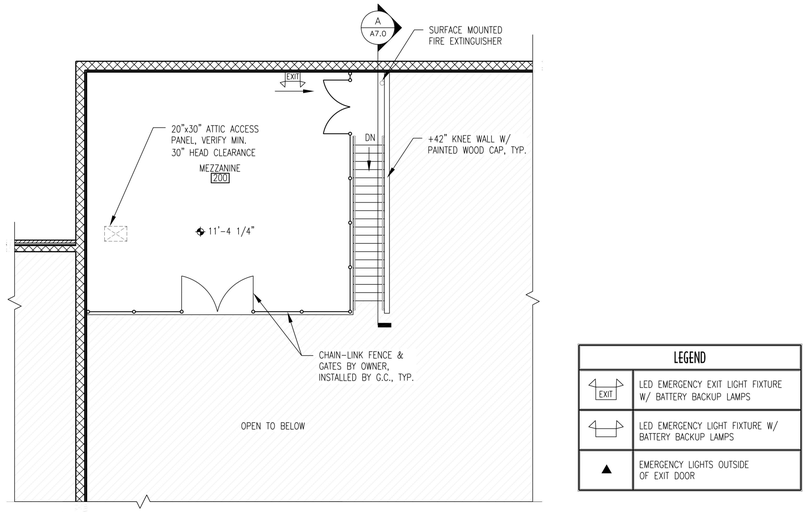


| LEGEND | |
|---|---|
| EXIT | LED EMERGENCY EXIT LIGHT FIXTURE W/ BATTERY BACKUP LAMPS |
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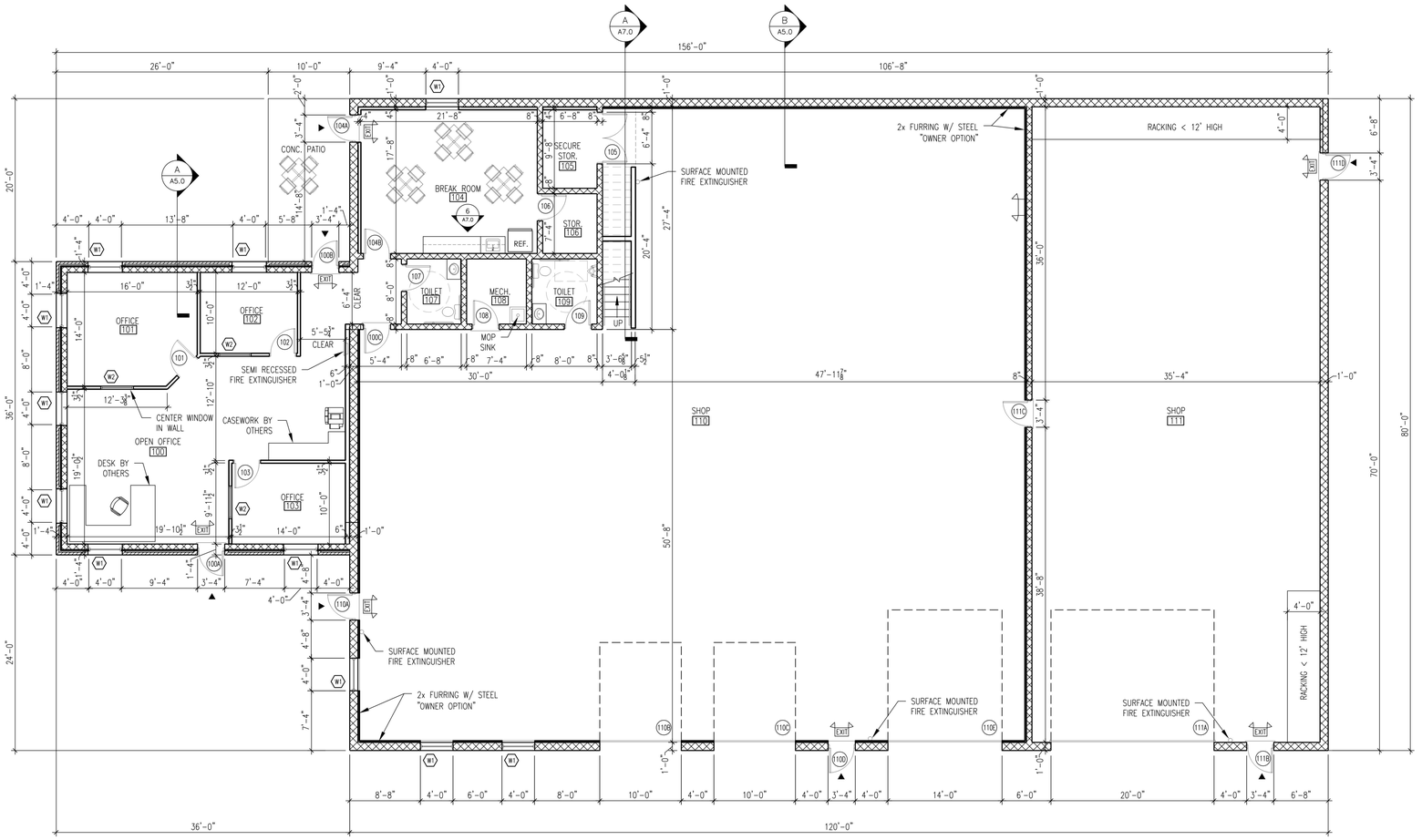


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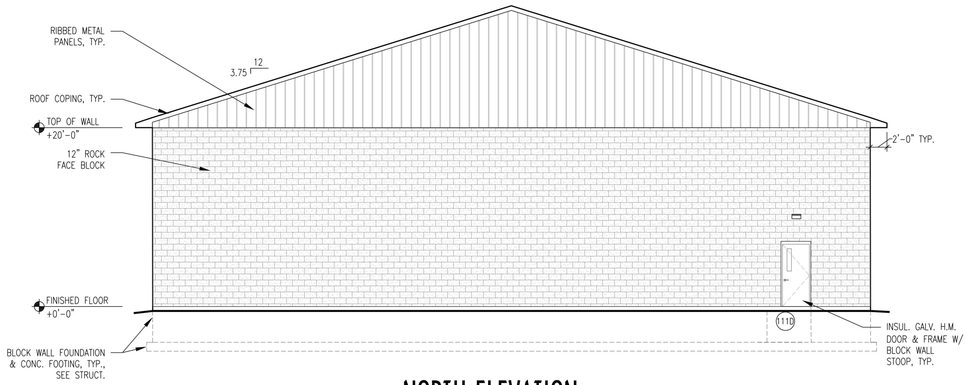


## NORTH ELEVATION

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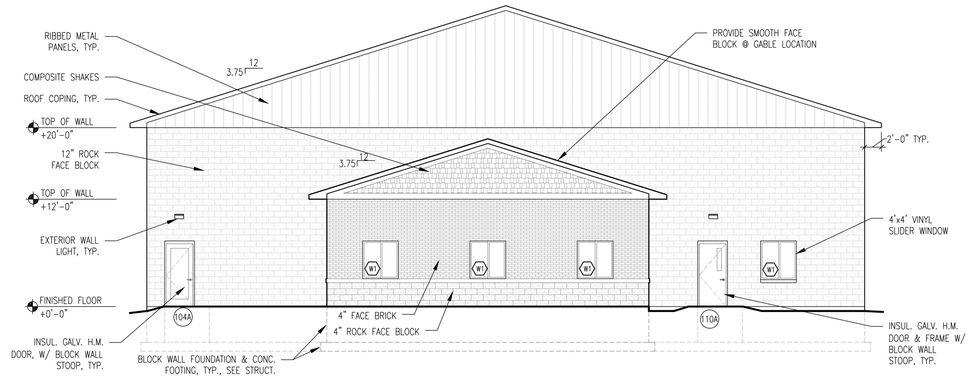


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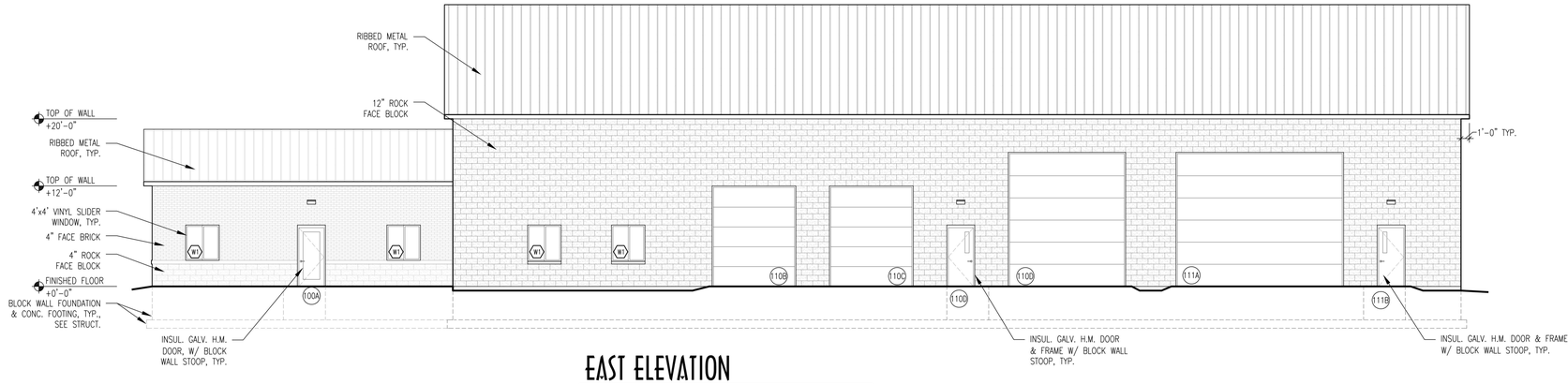


## EAST ELEVATION

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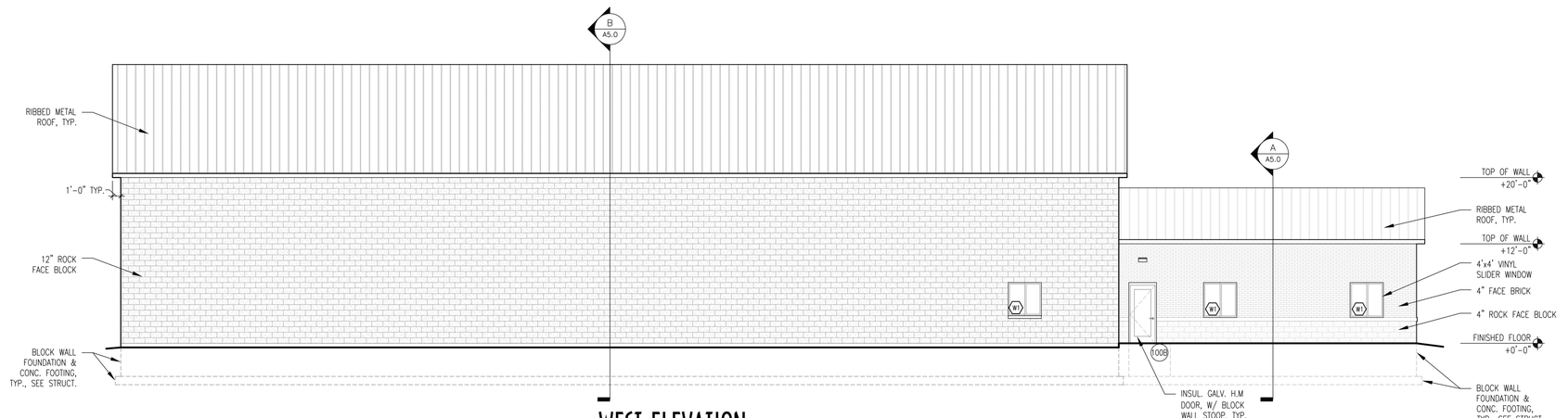


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Camenzind Building
Warp Road
Waterloo, Iowa
Exterior Elevations

A3.0

Date:
August 3, 2022

# CITY OF WATERLOO

**Council Communication**

Waterloo Fire Rescue Turnout Gear Replacement Project.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/4/2022

**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. Motion to receive, file and instruct the City Clerk to read bids.<br>Resolution awarding bid to Sandry Fire Supply, of Dewitt, Iowa, in the amount of $2,576.06 per set prior to September 30, 2022 and $2,799.96 per set after September 30, 2022, in conjunction with the Waterloo Fire Rescue Turnout Gear Replacement Project, and authorizing the Mayor to execute said document. |
| Submitted by: | Submitted By: Pat Treloar, Fire Chief |
| Recommended Action: | Approve Motion |

Waterloo Fire Rescue Turnout Gear Replacement Project

Bid Opening August 11, 2022

Bid Estimate $2,300.00 per unit

| Bidder | Expiry Date | Bid Amount |
|---|---|---|
| Sandry Fire Supply,<br>DeWitt, Iowa | 09/30/2022<br>03/31/2023 | $2,576.06<br>$2,799.96 |
| Dinges Fire Company,<br>Amboy, Illinois | 09/30/2022<br>10/01-TBD | $3,350.00<br>$3,510.00 |

# CITY OF WATERLOO

**Council Communication**

Resolution approving a Development Agreement with Mid Country Property Management, LLP, with tax rebates of five (5) years at 50 percent and four (4) years at 23 percent, for the construction of a new 18,000 square foot office, showroom and shop, located at 4718 Sergeant Road, a Minimum Assessment Agreement in the amount of $1,553,320.00, and authorizing the Mayor and City Clerk to execute said document.

**City Council Meeting**: 8/15/2022
**Prepared**: 7/25/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Development Agreement | Backup Material |
| Site Plan | Backup Material |
| Building Plans | Backup Material |

**SUBJECT:**

Resolution approving a Development Agreement with Mid Country Property Management, LLP, with tax rebates of five (5) years at 50 percent and four (4) years at 23 percent, for the construction of a new 18,000 square foot office, showroom and shop, located at 4718 Sergeant Road, a Minimum Assessment Agreement in the amount of $1,553,320.00, 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:

Mid Country Machinery is expanding their existing operations that are located in the Martin TIF District. They have an existing 9,600 square foot building located at 4734 Sergeant Road that is southwest of the proposed building and they still plan to use that building for their operations. Constructing the new 18,000 square foot building will increase their size of their operations in Waterloo to 27,900 square feet. Mid Country Machinery sells construction equipment and are headquartered out of Fort Dodge, so this is an out-of-town business expanding their operations in Waterloo.

The new development qualifies for tax rebates of five years at 50 percent and land subsidy rebates of 23 percent for four years. Since the building is 18,000 square feet, the rebate percentage was based on 1.8 acres since the City offers one acre of land per 10,000 square feet of building. Mid Country Machinery already owns the land but the land incentive is offered to existing businesses that qualify to incentivize them for expansions.

The new expansion has a private investment of $3,700,000.00 and will create four new jobs.

The new building will be compatible with other development in the area. The

| | |
|---|---|
| Neighborhood Impact: | new building has high quality appearance with many aesthetic features incorporated into it, along with a landscaping plan that will enhance the surrounding area and Highway 63 corridor. |
| Data/Analysis and Strategies: | |
| Expenditure Required/Source of Funds: | TIF Rebates |
| Legal Descriptions: | All that part of the South Half of the Northwest Fractional Quarter of the Southwest Fractional Quarter of Section No. Seven (7), Township No. Eighty-eight (88) North, Range No. Thirteen (13) West of the Fifth Principal Meridian, Black Hawk County, Iowa, and of the South Half of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section No. Twelve (12), Township No. Eighty-eight (88) North, Range No. Fourteen (14) West of the Fifth Principal Meridian, Black Hawk County, Iowa, lying Northwesterly of a line parallel with and Fifty (50) feet Northwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago Great Western Railway Company) running from Oelwein to Des Moines, and lying Easterly of a line parallel with and Fifty (50) feet Easterly measured at right angles, from the center line of the main track of said Transportation Company's Cedar Falls branch line. |

Preparer: Christopher S. Wendland, P.O. Box 596, Waterloo, Iowa 50704 (319) 234-5701
*After recording, return to Community Planning & Development, 715 Mulberry Street, Waterloo, IA 50703.*

# DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into as of _____, 2022, by and between Mid Country Property Management, L.L.P. (the "Company") and the City of Waterloo, Iowa, ("City").

RECITALS

A. In furtherance of the objectives of Iowa Code Chapter 403 (the "Urban Renewal Act"), the City is engaged in carrying out urban renewal project activities in an area known as the Martin Road Development Plan Area (the "Urban Renewal Area").

B. Company is willing and able to finance and undertake construction of a building and related improvements on property located in the Urban Renewal Area and legally described on Exhibit "A" attached hereto (the "Property").

C. City considers economic development within the City a benefit to the community and is willing for the overall good and welfare of the community to provide financial incentives so as to encourage that goal, and the City further believes that the project is in the vital and best interests of the City and that the project and such incentives are in accordance with the public purposes and provisions of applicable State and local laws and requirements under which the project has been undertaken and is being assisted.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. **Development Property.** Company is the owner of real property located at 4734 Sergeant Road (a/k/a US Highway 63), described on Exhibit "A" attached hereto (the "Property"). The building to be constructed has been assigned an address of 4718 Sergeant Road. Company will undertake the Project (defined below) upon the Property.

2. **Improvements by Company.** Company shall construct a building consisting of approximately 18,000 square feet, containing office, showroom and shop, and related landscaping and parking improvements (collectively, the "Improvements"). Company agrees that the Improvements shall be constructed in accordance with the terms of this Agreement, the urban renewal plan, and all applicable City, state, and federal building codes, and shall comply with all applicable City ordinances. Company will use its best efforts to obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed. The Property, the Improvements, and all site preparation and development-related work to make the Property usable for Company's purposes as contemplated by this Agreement are collectively referred to as the "Project".

3. **Construction Plans.** Company agrees that it will cause the Improvements to be constructed on the Property in conformance with construction plans (the "Plans") that have been submitted to the City. Company agrees that the scope and scale of the Improvements to be constructed shall not be significantly less than the scope and scale of the Improvements as detailed and outlined in the Plans.

If any material modification in the scope, scale or nature of the Plans is proposed, Company shall submit modified Plans (the "Modified Plan") to the City for review. Modified Plans shall be subject to approval by the City as provided in this Section. City shall approve the modified Plans in writing if: (a) the Modified Plans conform to the terms and conditions of this Agreement; (b) the Modified Plans conform to the terms and conditions of the urban renewal plan; (c) the Modified Plans conform to all applicable federal, state and local laws, ordinances, rules and regulations and City permit and design review requirements; (d) the Modified Plans are adequate for purposes of this Agreement to provide for the construction of the Improvements, and (e) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Plans or Modified Plans pursuant to this Section shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Plans or Modified Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit.

The Modified Plans must be rejected in writing by City within thirty (30) days of submission or shall be deemed to have been approved by the City. If City rejects the Modified Plans in whole or in part, Company shall submit new or corrected Modified Plans within thirty (30) days after receipt by Company of written notification of the rejection, accomplished by a written statement of the City specifying the respects in which Company's Modified Plans fail to conform to the requirements of this Section. The provisions of this Section relating to approval, rejection and resubmission of corrected Modified Plans shall continue to apply until the Modified Plans have been approved by the City; provided, however, that in any event Company shall submit Modified Plans which are approved by City prior to commencement of construction of the additional or modified Improvements.

Approval of the Plans or Modified Plans by the City shall not relieve Company of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, state and local laws, ordinances and regulations, nor shall approval of the Plans or Modified Plans by City be deemed to constitute a waiver of any Event of Default. Approval of Plans or Modified Plans hereunder is solely for purposes of this Agreement and shall not constitute approval for any other City purpose nor subject the City to any liability for the Improvements as constructed.

4. **Timeliness of Construction.** The parties agree that Company's commitment to undertake the Project and to construct the Improvements in a timely

manner constitutes a material inducement for the City to offer the incentives provided for in this Agreement, and that without said commitment the City would not do so. Company must begin construction of the Improvements within six (6) months after the date of this Agreement, and the Improvements must be Substantially Completed within twelve (12) months after the date of this Agreement (the "Completion Deadline"). For purposes of this Agreement, "Substantially Completed" means the date on which the Improvements have been completed in accordance with the Plans or Modified Plans to the extent necessary for the City to issue a certificate of occupancy relating thereto.

If Company has not, in good faith, begun the construction of the Improvements on the schedule stated above but commencement of the Project is imminent, the City's Community Planning and Development Director may, but shall not be required to, consent to an extension of time of up to six (6) months for the construction of the Improvements, and if an extension is granted but construction of the Improvements has not begun within such extended period, then any further time extensions will require consent of the City Council. If development has commenced within the required period, as the same may be extended, and is subsequently stopped or delayed as a result of an act of God, war, civil disturbance, court order, labor dispute, fire, or other cause beyond the reasonable control of Company (each an "Unavoidable Delay"), the requirement that construction be completed by the Completion Deadline shall be tolled for a period of time equal to the period of Unavoidable Delay. If, after commencement of construction, construction is not Substantially Completed by the Completion Deadline, as the same may be extended, then City may terminate this Agreement as set forth in Section 16, and City shall have no further obligation under this Agreement.

5. Reserved.

6. **Utilities.** Company will be responsible, at its own cost, for extending water, sewer, telephone, telecommunications, electric, gas and other utility services to any location on the Property and for payment of any associated connection fees.

7. **Minimum Assessment Agreement.** Company acknowledges and agrees that it will pay when due all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property. Company further agrees that prior to the date set forth in Section 2 of the Minimum Assessment Agreement (the "MAA") attached hereto as Exhibit "B" it will not seek or cause a reduction in the taxable valuation for the Property as improved pursuant to this Agreement, which shall be fixed for assessment purposes, below the amount of $1,553,320.00 (the "Minimum Actual Value"), through:

(a) willful destruction of the Property, the Improvements, or any part of either;

(b) a request to the assessor of Black Hawk County; or

(c) any proceedings, whether administrative, legal, or equitable, with any administrative body or court within the City, Black Hawk County, the State of Iowa, or the federal government.

Company agrees to execute and deliver the MAA concurrently with its execution and delivery of this Agreement.

8. **Tax Rebates.** Provided that Company has completed Substantially Completed the Improvements before the Completion Deadline, City agrees to rebate property tax (with the exceptions noted below) with respect to the Improvements, as follows:

| | |
|---|---|
| Year One through Year Five | 50% rebate each year |
| Year Six through Year Nine | 23% rebate each year |

for any taxable value added by the completed Improvements (each such payment is a "Rebate") over the initial base value of $353,610.00. Each Rebate is payable in respect of a given property tax fiscal year (a "Fiscal Year") only to the extent that (a) Company has actually paid general property taxes due and owing for such Fiscal Year and (b) the city council has made an appropriation for the payment of the Rebate. To receive a Rebate for a given Fiscal Year, Company must, within twelve (12) months after the due date of the last installment of the property taxes for the respective Fiscal Year (i.e., the "March Installment"), submit a completed Rebate request to City on the form provided by or otherwise satisfactory to City. A failure to timely submit a request for a Rebate for a Fiscal Year will result in a forfeiture of the right to request a Rebate for such Fiscal Year. City agrees to consider a completed application for a Rebate within sixty (60) days after submission of the application to City.

The taxable value of the Property as a result of the Improvements must be increased by a minimum of 10% and must increase the annual tax by a minimum of $500.00. Rebates shall not be paid based on any special assessment levy, debt service levy, or any other levy that is exempted from treatment as tax increment financing under the provisions of applicable law. The first Fiscal Year in respect of which a Rebate may be given ("Year One") shall be the first full Fiscal Year for which the assessment is based upon the completed value of the Improvements and not based on a prior Fiscal Year for which the assessment is based solely upon (x) the value of the Property, or upon (y) the value of the Property and a partial value of the Improvements due to partial completion of such Improvements or a partial Fiscal Year.

As an example of the above provision, in the event all Improvements on the Property are Substantially Completed prior to January 1, 2024 and the Property and Improvements are assessed as fully completed based on the Plans, as may be revised, the property taxes that would be assessed based on the January 1, 2024 assessed value would be for the Fiscal Year ending June 30, 2026, with the taxes payable one-half by September 30, 2025 and one-half by March 31, 2026, then the first Rebate could be applied for after March 31, 2026 and prior to April 1, 2027.

9. **Limitations on Payment of Rebates.**

A. Each payment of a Rebate is subject to annual appropriation by the city council each fiscal year. City has no obligation to make any payments to Company as contemplated under this Agreement until the city council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to City in this paragraph is intended by the parties, and shall be construed at all times, so as to ensure that City's obligation to make future payments of Rebates shall not constitute a legal indebtedness of City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by City's bond counsel to create, or result in the creation of, such a legal indebtedness of City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

B. Notwithstanding the provisions of Section 8 hereof, City shall have no obligation to make a payment of a Rebate to Company if at any time during the term hereof City fails to appropriate funds for payment; City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Property and Improvements to fund a Rebate payment to Company, as contemplated under Section 8 above, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa court having jurisdiction over the subject matter hereof; or City's ability to collect Tax Increment from the Improvements and Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, City shall promptly forward notice of the same to Company. If the circumstances continue for a period during which two (2) annual Rebate payments would otherwise have been paid to Company under the terms of Section 8, then City may terminate this Agreement, without penalty or other liability to City, by written notice to Company.

C. For purposes of this Agreement, "Tax Increments" shall mean the property tax revenues on the Improvements and Property received by and made available to City for deposit in an account maintained under this Agreement, the provisions of Iowa Code § 403.19 and the ordinance governing the Urban Renewal Plan.

10. **Conditions to City Funding.**

A. The complete or initial funding by City of the Rebates and other Project commitments shall be deemed an agreement of the parties that the applicable conditions to disbursement of funds shall, as of the date of such funding, have been satisfied or waived. If the conditions set forth in this Section are not satisfied at a Rebate disbursement date, this Agreement shall terminate unless a new disbursement date is established by amendment to this Agreement. The termination of this Agreement shall be the sole remedy available to City or Company if, for whatever reason, a condition set forth in this Section is not satisfied at a Rebate payment date, it being understood that each party shall nonetheless incur costs and liabilities prior thereto for which they alone are responsible. City and Company each expressly assumes all responsibility for the costs and liabilities they may each so incur prior to a Rebate payment date and agree to indemnify and hold each other harmless therefrom.

B. It is recognized and agreed that the ability of the City to perform the obligations described in this Agreement, including but not limited to the Rebate payments, is subject to completion and satisfaction of certain separate city council actions and required legal proceedings relating to the creation of a tax increment financing (TIF) district, including the holding of public hearings on the same. Further, all the obligations of City under this Agreement are subject to fulfillment, on or before each Rebate payment date, of each of the following conditions precedent:

(i) The representations and warranties made by Company in Section 13 shall be true and correct as of the Rebate disbursement date with the same force and effect as if made at such date.

(ii) Company shall be in material compliance with all the terms and provisions of this Agreement.

(iii) There has not been, as of the Rebate disbursement date,

a substantial change for the worse in the financial resources and ability of Company, or a substantial decrease in the financing commitments secured by Company for construction of the Improvements, which change(s) makes it likely, in the reasonable judgment of the City, that Company will be unable to fulfill its covenants and obligations under this Agreement.

11. **Additional Covenants of Company.** In addition to the other promises, covenants and agreements of Company as provided elsewhere in this Agreement, Company agrees as follows:

A. Company agrees during construction of the Improvements and thereafter until the MAA termination date to maintain, as applicable, builder's risk, property damage, and liability insurance coverages with respect to the Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure, and shall provide evidence of such coverages to the City upon request.

B. Until the Improvements are Substantially Completed, Company shall make such reports to City, in such detail and at such times as may be reasonably requested by City, as to the actual progress of Company with respect to construction of the Improvements.

C. During construction of the Improvements and thereafter until termination of the MAA, Company will cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Improvements.

D. The Property will have a taxable value as set forth in the MAA, and Company agrees that the minimum actual value of the Property and completed Improvements as stated in the MAA will be a reasonable estimate of the actual value of the Property and Improvements for ad valorem property tax purposes. Company agrees that it will spend enough in construction of the Improvements that, when combined with the value of the Property and related site improvements, will equal or exceed the assessor's minimum actual value for the Property and Improvements as set forth in the MAA.

E. Company will maintain, preserve and keep the Property, including but not limited to the Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals and additions.

F. Company will comply with all applicable land development laws, City and county ordinances, and all laws, rules and regulations relating to its businesses, other than laws, rules and regulations where the failure to comply with the same or the sanctions and penalties resulting therefrom, would not have a material adverse effect on the business, property, operations, or condition, financial or otherwise, of Company.

G. During the period until termination of the MAA, Company agrees that it will make no conveyance, lease or other transfer of the Property or any interest therein that would cause the Property or any part thereof to be classified as exempt from taxation or subject to centralized assessment or taxation by the State of Iowa.

H. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to any and all parts of the Property.

Company agrees that (1) it will not seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute or regulation relating to the taxation of real property included within the Property that is determined by any tax official to be applicable to the Property or to Company, or raise the inapplicability or constitutionality of any such tax statute or regulation as a defense in any proceedings of any type or nature, including but not limited to delinquent tax proceedings, and (2) it will not seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property included within the Property.

12. **Representations and Warranties of City.** City hereby represents and warrants as follows:

A. City is not prohibited from consummating the transaction contemplated in this Agreement by any law, regulation, agreement, instrument, restriction, order or judgment.

B. Each person who executes and delivers this Agreement and all documents to be delivered hereunder is and shall be authorized to do so on behalf of City.

13. **Representations and Warranties of Company.** Company hereby represents and warrants as follows:

A. It is duly organized, validly existing, and in good standing under the laws of the state of its organization and is duly qualified and in good standing under the laws of the State of Iowa.

B. It has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

C. This Agreement has been duly and validly authorized, executed and delivered by Company and, assuming due authorization, execution and delivery by the other parties hereto, is in full force and effect and is a valid and legally binding instrument of Company that is enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally.

D. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions or provisions of the articles of organization or bylaws of Company or of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Company is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

E. There are no actions, suits or proceedings pending or threatened against or affecting Company in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position, or results of operations of Company or which in any manner raises any questions affecting the validity of the Agreement or Company's ability to perform its obligations under this Agreement.

F. The financing commitments, which Company will proceed with due diligence to obtain, to finance the construction of the Improvements will be sufficient to enable Company to successfully complete construction of the Improvements as contemplated in this Agreement, subject to additional costs incurred due to Unavoidable Delays.

G. The person executing this Agreement and the MAA on behalf of Company is a general partner of Company notwithstanding any other title or designation that may appear in conjunction with his name, and the transactions contemplated by this Agreement are for the purpose of carrying on the business of Company in the ordinary course.

14. **Indemnification and Releases.**

A. Company hereby releases City, its elected officials, officers, employees, and agents (collectively, the "indemnified parties") from, covenants and agrees that the indemnified parties shall not be liable for, and agrees to indemnify, defend and hold harmless the indemnified parties against, any loss or damage to property or any injury to or death of any person occurring at or about the Property or resulting from any defect in the Improvements. The indemnified parties shall not be liable for, and Company shall indemnify, defend and hold such parties harmless against, any damage or injury to the persons or property of Company or its directors, officers, employees, contractors or agents, or any other person who may be about the Property or the Improvements, due to any act of negligence or willful misconduct of any person, other than any act of gross negligence or willful misconduct on the part of any such indemnified party or its officers, employees or agents.

B. Except for any willful misrepresentation, any willful misconduct, or any unlawful act of the indemnified parties, Company agrees to protect and defend the indemnified parties, now or forever, and further agrees to hold the indemnified parties harmless, from any claim, demand, suit, action or other proceedings or any type or nature whatsoever by any person or entity whatsoever that arises or purportedly arises from any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Company against the City to enforce its rights under this Agreement).

C. The provisions of this Section shall survive the expiration or termination of this Agreement.

15. **Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean any one or more of the following events that continues beyond any applicable cure periods:

A. Failure by Company to cause the construction of the Improvements to be commenced and completed pursuant to the terms, conditions and limitations of this Agreement;

B. Transfer by Company of any interest (either directly or indirectly) in this Agreement without the prior written consent of City;

C. Failure by Company to pay, before delinquency, all ad valorem property taxes levied on or against the Property;

D. Failure by any party hereto to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement or the MAA;

E. Company (1) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy law or any similar state law; (2) makes an assignment for the benefit of its creditors; (3) admits in writing its inability to pay its debts generally as they become due; (4) is adjudicated a bankrupt or insolvent; or if a petition or answer proposing the adjudication of Company as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Company, or part thereof, shall be appointed in any proceedings brought against Company and shall not be discharged within ninety (90) days after such appointment, or if Company shall consent to or acquiesce in such appointment; or (5) defaults under any mortgage applicable to the Property.

F. Any representation or warranty made by Company in this Agreement, or made by Company in any written statement or certificate furnished by Company pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

16. **Remedies.**

A. Default by Company. Whenever any Event of Default in respect of Company occurs and is continuing, the City may suspend its performance under this Agreement until it receives assurances from Company, deemed adequate by City, that Company will cure its default and continue its performance under this Agreement. Before exercising such remedy, City shall give 30 days' written notice to Company of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or the Event of Default cannot reasonably be cured within 30 days and Company shall not have provided assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible. Further, after suspension of performance in the manner set forth above, City may terminate this Agreement and exercise any and all remedies available at law, equity, contract or otherwise.

B. Default by City. Whenever any Event of Default in respect of City occurs and is continuing, Company may take such action against City to require it to specifically perform its obligations hereunder. Before exercising such remedy, Company shall give 30 days' written notice to City of the Event of Default, provided that by the conclusion of such period the Event of Default shall not have been cured, or if the Event of Default cannot reasonably be cured within 30 days and City shall not have provided assurances reasonably satisfactory to the Company that the Event of Default will be cured as soon as reasonably possible.

C. Remedies under this Agreement shall be cumulative and in addition to any other right or remedy given under this Agreement or existing at law or in equity or by statute. Waiver as to any particular default, or delay or omission in exercising any right or power accruing upon any default, shall not be construed as a waiver of any other or any subsequent default and shall not impair any such right or power.

17. **Obligations Contingent.** Each and every obligation of City under this Agreement is expressly made subject to and contingent upon City's completion of all procedures, hearings and approvals deemed necessary by City or its legal counsel for amendment of the urban renewal plan applicable to the Property and/or project area, all of which must be completed within 180 days from the date this Agreement is approved by the City council. City hereby agrees to timely undertake and complete all such procedures, hearings and approvals so that the benefits that City promises to Company hereunder as an inducement for Company to undertake and complete the Project as set forth in this Agreement will not be lost. If such completion does not occur, then any conveyance, benefit or incentive of any type provided by City hereunder within said 180-day period is subject to reverter of title, revocation, repayment or other appropriate action to restore such property, benefit or incentive to City, and Company agrees to cooperate diligently and in good faith with any reasonable request by City to effectuate the restoration of same. To the extent permitted by applicable law, City agrees to indemnify Company and hold it harmless from and against any claims, damages, costs, expenses or loss of value suffered by Company and arising from such revocation or repayment.

18. **Materiality of Promises, Covenants, Representations, and Warranties of Company.** Each and every promise, covenant, representation, and warranty set forth in this Agreement on the part of Company to be performed is a material term of this Agreement, and each and every such promise, covenant, representation, and warranty constitutes a material inducement for City to enter this Agreement. Company acknowledges that without such promises, covenants, representations, and warranties, City would not have entered this Agreement. Upon breach of any promise or covenant, or in the event of the incorrectness or falsity of any representation or warranty, City may, at its sole option and in addition to any other right or remedy available to it, terminate this Agreement and declare it null and void.

19. **Performance by City.** Company acknowledges and agrees that all of the obligations of City under this Agreement shall be subject to, and performed by City in accordance with, all applicable statutory, common law or constitutional provisions and procedures consistent with City's lawful authority. All covenants, stipulations, promises, agreements and obligations of City contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any governing body member, officer, employee or agent of City in the individual capacity of such person.

20. **No Third-Party Beneficiaries.** No rights or privileges of any party hereto shall inure to the benefit of any contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, subcontractor, material supplier, or other person or entity shall be deemed to be a third-party beneficiary of any of the provisions of this Agreement.

21. **Notices.** Any notice under this Agreement shall be in writing and shall be delivered in person, by overnight air courier service, by United States registered or certified mail, postage prepaid, or by facsimile (with an additional copy delivered by one of the foregoing means), and addressed:

(a) if to City, at 715 Mulberry Street, Waterloo, Iowa 50703, facsimile number 319-291-4571, Attention: Mayor, with copies to the City Attorney and the Community Planning and Development Director.

(b) if to Company, at 3478 5th Avenue South, Fort Dodge, Iowa 50501, Attn: Bud Pecoy, President.

Delivery of notice shall be deemed to occur (i) on the date of delivery when delivered in person, (ii) one (1) business day following deposit for overnight delivery to an overnight

air courier service which guarantees next day delivery, (iii) three (3) business days following the date of deposit if mailed by United States registered or certified mail, postage prepaid, or (iv) when transmitted by facsimile so long as the sender obtains written electronic confirmation from the sending facsimile machine that such transmission was successful. A party may change the address for giving notice by any method set forth in this Section.

22. **No Joint Venture.** Nothing in this Agreement shall, or shall be deemed or construed to, create or constitute any joint venture, partnership, agency, employment, or any other relationship between the City and Company, nor to create any liability for one party with respect to the liabilities or obligations of the other party or any other person.

23. **Amendment, Modification, and Waiver.** No amendment, modification, or waiver of any condition, provision, or term of this Agreement shall be valid or of any effect unless made in writing, signed by the party or parties to be bound or by the duly authorized representative of same, and specifying with particularity the extent and nature of the amendment, modification, or waiver. Any waiver by any party of any default by another party shall not affect or impair any rights arising from any subsequent default.

24. **Severability; Reformation.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

25. **Captions.** All captions, headings, or titles in the paragraphs or sections of this Agreement are inserted only as a matter of convenience and/or reference, and they shall in no way be construed as limiting, extending, or describing either the scope or intent of this Agreement or of any provisions hereof.

26. **Interpretation.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that the parties hereto and their respective attorneys have contributed substantially and materially to the preparation of each and every provision of this Agreement.

27. **Binding Effect.** This Agreement shall be binding and shall inure to the benefit of the parties and their respective successors, assigns, and legal representatives.

28. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

29. **Entire Agreement.** This Agreement, together with the exhibits attached hereto, constitutes the entire agreement of the parties and supersedes all prior or contemporaneous negotiations, discussions, understandings, or agreements, whether oral or written, with respect to the subject matter hereof.

30. **Time of Essence.** Time is of the essence of this Agreement.

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

CITY OF WATERLOO, IOWA

By: _____

Quentin Hart, Mayor

MID COUNTRY PROPERTY MANAGEMENT, L.L.P.

By: _____

Bud Pecoy, President

Attest: _____
Kelley Felchle, City Clerk

EXHIBIT "A"

Legal Description of Property

All that part of the South Half of the Northwest Fractional Quarter of the Southwest Fractional Quarter of Section No. Seven (7), Township No. Eighty-eight (88) North, Range No. Thirteen (13) West of the Fifth Principal Meridian, Black Hawk County, Iowa, and of the South Half of the Northeast Quarter of the Southeast Quarter and the Southeast Quarter of the Southeast Quarter of Section No. Twelve (12), Township No. Eighty-eight (88) North, Range No. Fourteen (14) West of the Fifth Principal Meridian, Black Hawk County, Iowa, lying Northwesterly of a line parallel with and Fifty (50) feet Northwesterly, measured at right angles, from the center line of the main track of the Chicago and North Western Transportation Company (formerly the Chicago Great Western Railway Company) running from Oelwein to Des Moines, and lying Easterly of a line parallel with and Fifty (50) feet Easterly measured at right angles, from the center line of the main track of said Transportation Company's Cedar Falls branch line.

EXHIBIT "B"

## MINIMUM ASSESSMENT AGREEMENT

This Minimum Assessment Agreement (the "Agreement") is entered into as of _____ _, 2022, by and among the CITY OF WATERLOO, IOWA ("City"), MID COUNTRY PROPERTY MANAGEMENT, L.L.P. ("Company"), and the COUNTY ASSESSOR of the City of Waterloo, Iowa ("Assessor").

WITNESSETH:

WHEREAS, on or before the date hereof the City and Company have entered into a development agreement (the "Development Agreement") regarding certain real property (the "Property"), described in Exhibit "A" thereto, located in the City; and

WHEREAS, it is contemplated that pursuant to the Development Agreement, the Company will undertake the development of an area within the City and within the Martin Road Development Plan Area, including the construction of certain improvements as described in the Development Agreement (the "Minimum Improvements") on the Property (the "Project"); and

WHEREAS, pursuant to Iowa Code § 403.6, as amended, the City and the Company desire to establish a minimum actual value for the Property and the Minimum Improvements to be constructed thereon by Company pursuant to the Development Agreement, which shall be effective upon substantial completion of the Project and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum actual value of the land and buildings as to the Project only; and

WHEREAS, the City and the Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements which the parties contemplate will be erected as a part of the Project.

NOW, THEREFORE, the parties hereto, in consideration of the promises, covenants, and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements by Company, the minimum actual taxable value which shall be fixed for assessment purposes for the Property and Minimum Improvements to be constructed thereon by Company as a part of the Project shall not be less than $1,553,320.00 (the "Minimum Actual Value") until termination of this Agreement. The parties hereto agree that construction of the Minimum Improvements will be substantially completed by the date set forth in the Development Agreement, and in any case if the Minimum Improvements are not substantially completed by December 31, 2023 the parties agree to execute an amendment to this Agreement that will extend the date specified in Section 2 below.

2. The Minimum Actual Value herein established shall be of no further force and effect, and this Minimum Assessment Agreement shall terminate, on December 31, 2038. The Minimum Actual Value shall be maintained during such period regardless of: (a) any failure to complete the Minimum Improvements; (b) destruction of all or any portion of the Minimum Improvements; (c) diminution in value of the Property or the Minimum Improvements; or (d) any other circumstance, whether known or unknown and whether now existing or hereafter occurring.

3. Company shall pay, or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Property and the Minimum Improvements pursuant to the provisions of this Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Property or the

Minimum Improvements by Company or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Property or the Minimum Improvements.

4. Company agrees that its obligation to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Agreement shall be absolute and unconditional obligations of Company (not limited to the statutory remedies for unpaid taxes) and that Company shall not be entitled to any abatement or diminution thereof, or set off therefrom, nor to any early termination of this Agreement for any reason whatsoever.

5. Nothing herein shall be deemed to waive the Company's rights under Iowa Code § 403.6, as amended, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall the Company seek or cause the reduction of the actual value assigned below the Minimum Actual Value established herein during the term of this Agreement. Nothing herein shall limit the discretion of the Assessor to assign at any time an actual value to the land and Minimum Improvements in excess of the Minimum Actual Value.

6. Company agrees that during the term of this Agreement it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of property contained as a part of the Property or the Minimum Improvements determined by any tax official to be applicable to the Property or the Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral, credit or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other state law, of the taxation of real property, including improvements and fixtures thereon, contained in the Property or the Minimum Improvements; or

(c) request the Assessor to reduce the Minimum Actual Value; or

(d) appeal to the board of review of the city, county, state or to the Director of Revenue of the State of Iowa to reduce the Minimum Actual Value; or

(e) cause a reduction in the actual value or the Minimum Actual Value through any other proceedings.

7. This Agreement shall be promptly recorded by the City with the Recorder of Black Hawk County, Iowa. The City shall pay all costs of recording.

8. Neither the preambles nor provisions of this Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

9. Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any portion of this Agreement shall be deemed invalid or unenforceable, whether in whole or in part, the offending provision or part thereof shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect. If, for any reason, a court finds that any portion of this Agreement is invalid or

unenforceable as written, but that by limiting such provision or portion thereof it would become valid and enforceable, then such provision or portion thereof shall be deemed to be written, and shall be construed and enforced, as so limited.

10. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties, including but not limited to future owners of the Project property.

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

[signatures on next page]

CITY OF WATERLOO, IOWA

By: _____
Quentin Hart, Mayor

By: _____
Kelley Felchle, City Clerk

MID COUNTRY PROPERTY MANAGEMENT, L.L.P.

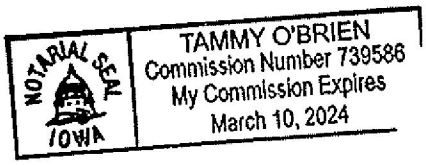
By: _____
Bud Pecoy, President

STATE OF IOWA )
) ss.
COUNTY OF BLACK HAWK )

On this _____ day of _____, 2022, before me, a Notary Public in and for the State of Iowa, personally appeared Quentin Hart and Kelley Felchle, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Waterloo, Iowa, a municipal corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipal corporation, and that said instrument was signed and sealed on behalf of said municipal corporation by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said municipal corporation by it and by them voluntarily executed.

_____
Notary Public

STATE OF IOWA )
) ss.
COUNTY OF BLACK HAWK )




Subscribed and sworn to before me on July 11th, 2022 by Bud Pecoy as President of Mid Country Property Management, L.L.P.

Tammy O'Brien
Notary Public

5

CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed and the market value assigned to the land upon which the Minimum Improvements are to be constructed for the development, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to that land and improvements upon completion shall not be less than One Million Five Hundred Fifty-Three Thousand Three Hundred Twenty and 00/100 Dollars ($1,553,320.00) until termination of this Minimum Assessment Agreement pursuant to the terms hereof, subject to adjustment as provided in said agreement.

_____
Assessor for Black Hawk County, Iowa

_____
Date

STATE OF IOWA )
) ss.
COUNTY OF BLACK HAWK )

Subscribed and sworn to before me on _____, 2022 by T.J. Koenigsfeld, Assessor for Black Hawk County, Iowa.

_____

Notary Public

# SITE PLAN
# FOR
# MID COUNTRY SITE IMPROVEMENTS
## 4734 SERGEANT ROAD
## CITY OF WATERLOO, BLACK HAWK COUNTY, IOWA




VICINITY MAP

0 500
FEET

**DEVELOPER**
JENSEN BUILDERS, LTD
1175 SOUTH 32ND STREET
FORT DODGE, IA 50501
CONTACT: ALEX BONZER
PHONE: 515-573-3292

**OWNER**
MID COUNTRY PROPERTY MANAGEMENT
PO BOX 1586
FORT DODGE, IA 50501

**ENGINEER**
SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD.
ANKENY, IOWA 50023
CONTACT: KOREY MARSH
PHONE: 515-964-2020

**INDEX OF SHEETS**


| | |
|---|---|
| C100 | TITLE SHEET |
| C101 | PROJECT INFORMATION |
| C200 | DEMOLITION PLAN |
| C300 | DIMENSION & UTILITY PLAN |
| C400 | GRADING & EROSION CONTROL PLAN |
| C401 | DETAILED GRADING PLAN |
| C500 | PLANTING PLAN |
| C600 | SITE DETAILS |


STATE OF IOWA
TIMOTHY L. WEST
LANDSCAPE ARCHITECT
NO. 412
PROFESSIONAL LANDSCAPE ARCHITECT

License Expires:
June 30, 2023

I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa.

Timothy L. West, PLA — Date

License Number 412

Pages or sheets covered by this seal:
SHEET C500

LICENSED PROFESSIONAL ENGINEER
KOREY M. MARSH
P25347
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.

Korey M. Marsh, P.E. — Date

License Number P25347

My License Renewal Date is December 31, 2022

Pages or sheets covered by this seal:
SHEETS C100-C401, C600

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| 3 | AS PER CITY COMMENTS | 06-02-22 | JRC |
| 2 | AS PER CITY COMMENTS | 05-20-22 | JRC |
| 1 | AS PER CITY COMMENTS | 05-09-22 | LJM |

Engineer: JRC | Checked By: KMM | Scale: 1" =500'
Technician: LJM | Date: 04-25-22 | T-R-S: 88-14-12
Project No: 122.0357.01
Sheet C100

MID COUNTRY SITE IMPROVEMENTS
TITLE SHEET
WATERLOO, IOWA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 122.0357.01
Sheet C100

V:\Projects\2022\122.0357.01\CADD\SP_122.0357_PLAN.dwg JARE R. CAMPOS, TITLE SHEET, 2022/06/02, 10:07 AM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

# LEGEND

| FEATURES | FOUND | SET |
|---|---|---|
| Section Corner | | |
| 1/2" Rebar, Cap # 11579 (Unless Otherwise Noted) | | |
| ROW Marker | | |
| ROW Rail | | |
| Control Point | CP | |
| Bench Mark | | |
| Platted Distance | P | |
| Measured Bearing & Distance | M | |
| Recorded As | R | |
| Deed Distance | D | |
| Calculated Distance | C | |
| Minimum Protection Elevation | MPE | |
| Centerline | | |
| Section Line | | |
| 1/4 Section Line | | |
| 1/4 1/4 Section Line | | |
| Easement Line | | |

| FEATURES | EXISTING | PROPOSED |
|---|---|---|
| Spot Elevation | X 1225.25 | X 1225.25 |
| Contour Elevation | 1225 | 1225 |
| Fence (Barbed, Field, Hog) | X | X |
| Fence (Chain Link) | // | // |
| Fence (Wood) | | |
| Fence (Silt) | | |
| Tree Line | | |
| Tree Stump | | |
| Deciduous Tree \\ Shrub | | |
| Coniferous Tree \\ Shrub | | |
| Communication | C(*) | C |
| Overhead Communication | OC(*) | OC |
| Fiber Optic | FO(*) | FO |
| Underground Electric | E(*) | E |
| Overhead Electric | OE(*) | OE |
| Gas Main with Size | G(*) | G |
| High Pressure Gas Main with Size | HPG(*) | HPG |
| Water Main with Size | W(*) | W |
| Sanitary Sewer with Size | S(*) | S |
| Duct Bank | DUCT(*) | DUCT |
| Test Hole Location for SUE w/ID | | |

(*) Denotes the survey quality service level for utilities

| | EXISTING | PROPOSED |
|---|---|---|
| Sanitary Manhole | | |
| Storm Sewer with Size | ST(*) | ST |
| Storm Manhole | | |
| Single Storm Sewer Intake | | |
| Double Storm Sewer Intake | | |
| Fire Hydrant | | |
| Fire Hydrant on Building | | |
| Water Main Valve | | |
| Water Service Valve | | |
| Well | W | W |
| Utility Pole | | |
| Guy Anchor | | |
| Utility Pole with Light | | |
| Utility Pole with Transformer | | |
| Street Light | | |
| Yard Light | | |
| Electric Box | EB | EB |
| Electric Transformer | E | E |
| Traffic Sign | | |
| Communication Pedestal | C | C |
| Communication Manhole | C | C |
| Communication Handhole | C | C |
| Fiber Optic Manhole | FO | FO |
| Fiber Optic Handhole | FO | FO |
| Gas Valve | G | G |
| Gas Manhole | G | G |
| Gas Apparatus | G | G |
| Fence Post or Guard Post | | |
| Underground Storage Tank | UST | |
| Above Ground Storage Tank | AST | |
| Sign | | |
| Satellite Dish | | |
| Mailbox | | |
| Sprinkler Head | + | + |
| Irrigation Control Valve | ICV | ICV |

## UTILITY QUALITY SERVICE LEVELS

QUALITY LEVELS OF UTILITIES ARE SHOWN IN THE PARENTHESES WITH THE UTILITY TYPE AND WHEN APPLICABLE, SIZE. THE QUALITY LEVELS ARE BASED ON THE CI / ASCE 38-02 STANDARD.

QUALITY LEVEL (D) INFORMATION IS DERIVED FROM EXISTING UTILITY RECORDS OR ORAL RECOLLECTIONS.

QUALITY LEVEL (C) INFORMATION IS OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION WITH QUALITY D INFORMATION.

QUALITY LEVEL (B) INFORMATION IS OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES.

QUALITY LEVEL (A) IS HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES OBTAINED BY ACTUAL EXPOSURE OR VERIFICATION OF PREVIOUSLY EXPOSED SUBSURFACE UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

## UTILITY WARNING

THE UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND/OR RECORDS OBTAINED. THE SURVEYOR MAKES NO GUARANTEE THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN COMPRISE ALL SUCH ITEMS IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UTILITIES OR SUBSURFACE FEATURES SHOWN ARE IN THE EXACT LOCATION INDICATED EXCEPT WHERE NOTED AS QUALITY LEVEL A.

V:\Projects\2022\122.0357.01\CADD\SP_1220357_PLAN.dwg JAKE R. CAMPOS, PROJECT INFORMATION, 2022/06/02, 10:07 AM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

NOTES

1. NOTIFY UTILITY PROVIDERS PRIOR TO BEGINNING ANY CONSTRUCTION ACTIVITIES AND COORDINATE WITH UTILITY PROVIDERS AS NECESSARY DURING CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR DETERMINING EXISTENCE, EXACT LOCATION, AND DEPTH OF ALL UTILITIES. PROTECT ALL UTILITY LINES AND STRUCTURES NOT SHOWN FOR REMOVAL OR MODIFICATION. ANY DAMAGES TO UTILITY ITEMS NOT SHOWN FOR REMOVAL OR MODIFICATION SHALL BE REPAIRED TO THE UTILITY OWNER'S SPECIFICATIONS AT THE CONTRACTOR'S EXPENSE.
2. CONSTRUCTION OF ALL STREET AND UTILITY IMPROVEMENTS SHALL CONFORM TO THE 2022 SUDAS STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS AND THE SOILS REPORTS PREPARED BY TEAM SERVICES (PROJECT NO. 1-5138). ALL WATER MAIN AND ASSOCIATED IMPROVEMENTS SHALL CONFORM TO WATERLOO WATER WORKS RULES AND REGULATIONS.
3. LENGTH OF UTILITIES SHOWN ON PLANS ARE DIMENSIONED FROM CENTERLINE OF STRUCTURE TO CENTERLINE OF STRUCTURE.
4. ALL TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH REQUIREMENTS SET FORTH IN THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). WHEN CONSTRUCTION ACTIVITIES OBSTRUCT PORTIONS OF THE ROADWAY, FLAGGERS SHALL BE PROVIDED. FLAGGERS SHALL CONFORM TO THE MUTCD IN APPEARANCE, EQUIPMENT AND ACTIONS.
5. NOTIFY OWNER, ENGINEER, WATERLOO WATER WORKS, AND WATERLOO PUBLIC WORKS AT LEAST 48 HOURS PRIOR TO BEGINNING WORK.
6. CONSTRUCT MANHOLES AND APPURTENANCES AS WORK PROGRESSES. BACKFILL WITH SUITABLE MATERIAL AND COMPACT TO 95% MAXIMUM DENSITY.
7. IN THE EVENT OF A DISCREPANCY BETWEEN THE QUANTITY ESTIMATES AND THE DETAILED PLANS, THE DETAILED PLANS SHALL GOVERN.
8. ALL FIELD TILES ENCOUNTERED DURING CONSTRUCTION SHALL BE RECONNECTED AND NOTED ACCORDINGLY ON THE AS-BUILT DOCUMENTS.
9. DIMENSIONS, BUILDING LOCATION, UTILITIES AND GRADING OF THIS SITE ARE BASED ON AVAILABLE INFORMATION AT THE TIME OF DESIGN. DEVIATIONS MAY BE NECESSARY IN THE FIELD. ANY SUCH CHANGES OR CONFLICTS BETWEEN THIS PLAN AND FIELD CONDITIONS ARE TO BE REPORTED TO THE ARCHITECT/ENGINEER PRIOR TO STARTING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LAYOUT VERIFICATION OF ALL SITE IMPROVEMENTS PRIOR TO CONSTRUCTION.
10. CONTRACTOR TO LOAD AND TRANSPORT ALL MATERIALS CONSIDERED TO BE UNDESIRABLE TO BE INCORPORATED INTO THE PROJECT TO AN APPROVED OFF-SITE WASTE SITE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE MATERIAL IS TRANSPORTED AND PLACED IN ACCORDANCE WITH ALL APPLICABLE ORDINANCES AND LAWS OF THE THROUGHWAY AND DESTINATION JURISDICTIONS.
11. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL FROM ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 8" DEPTH TO FINISH GRADES.
12. ALL PROPOSED CONTOURS AND SPOT ELEVATIONS SHOWN ARE FINISHED GRADES AND/OR TOP OF PAVING SLAB (GUTTER), UNLESS OTHERWISE NOTED.
13. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING DIRT AND DEBRIS FROM NEIGHBORING STREETS, DRIVEWAYS, AND SIDEWALKS CAUSED BY CONSTRUCTION ACTIVITIES IN A TIMELY MANNER.
14. THE ADJUSTMENT OF ANY EXISTING UTILITY APPURTENANCES TO FINAL GRADE IS CONSIDERED INCIDENTAL TO THE SITE WORK.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING EROSION CONTROL MEASURES AS NECESSARY. CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING ANY EXISTING EROSION CONTROL MEASURES ON SITE AT THE TIME OF CONSTRUCTION. GRADING AND SOIL EROSION CONTROL CODE REQUIREMENTS SHALL BE MET BY CONTRACTOR. A GRADING PERMIT IS REQUIRED FOR THIS PROJECT.
16. CONTRACTOR TO COORDINATE NATURAL GAS, ELECTRICAL, TELEPHONE AND ANY OTHER FRANCHISE UTILITY SERVICES WITH UTILITY SERVICE PROVIDER, BLACK HAWK COUNTY, AND THE OWNER PRIOR TO CONSTRUCTION.
17. CONTRACTOR TO VERIFY ALL UTILITY CROSSINGS AND MAINTAIN MINIMUM 18" VERTICAL AND HORIZONTAL CLEARANCE BETWEEN UTILITIES. CONTRACTOR TO COORDINATE UTILITY ROUTING TO BUILDING AND VERIFY CONNECTION LOCATIONS AND INVERTS PRIOR TO CONSTRUCTION.
18. AN IOWA DOT ENTRANCE PERMIT WILL BE REQUIRED FOR THE PROPOSED DRIVEWAY ENTRANCE.CONTRACTOR TO KEEP COPY OF PERMIT ON SITE AT ALL TIMES DURING CONSTRUCTION.
19. AN IOWA DOT UTILITY ACCOMMODATION PERMIT WILL BE REQUIRED FOR WORK WITHIN THE ROAD RIGHT-OF-WAY THAT IS NOT RELATED TO THE DRIVEWAY ENTRANCE. CONTRACTOR TO KEEP COPY OF PERMIT ON SITE AT ALL TIMES DURING CONSTRUCTIONS.

## CONTROL POINTS

IOWA REGIONAL COORDINATE SYSTEM ZONE 5 (WATERLOO)
NAD83(2011)(EPOCH 2010.00) IARTN DERIVED - US SURVEY FEET

CP100 N=8825676.48 E=15454641.75 Z=871.75
MAG NAIL CENTERLINE ASHPALT TRAIL +/- 75' SOUTHWEST OF GRAVEL ENTRANCE (AS SHOWN ON SURVEY)

CP101 N=8826427.59 E=15455188.39 Z=871.50
MAG NAIL CENTERLINE ASPHALT TRAIL @ TRAIL SIGN 45301 (AS SHOWN ON SURVEY)

CP102 N=8826515.15 E=15454466.81 Z=870.52
MAG NAIL CENTERLINE ASPHALT TRAIL NORTHWEST CORNER OF SITE @ START OF TREES (AS SHOWN ON SURVEY)

CP103 N=8826135.34 E=15454606.78 Z=869.99
1/2" REBAR WITH CONTROL CAP +/- 50' NORTH OF TRAIL, SOUTHWEST SIDE OF BUILDING (AS SHOWN ON SURVEY)

CP104 N=8826406.21 E=15454773.16 Z=869.58
CUT 'X' NORTHWEST CORNER PAVING ON NORTHERLY SIDE OF BUILDING (AS SHOWN ON SURVEY)

## BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

BM500 N=8826269 E=15455010.63 ELEV=868.90
RAILROAD SPIKE IN POWER POLE NORTH OF MCM LARGE SIGN

## UTILITY CONTACT INFORMATION

UTILITY CONTACT FOR MAPPING INFORMATION SHOWN AS RECEIVED FROM THE IOWA ONE CALL DESIGN REQUEST SYSTEM, TICKET NUMBER 551903014.

| | |
|---|---|
| CLEAR | MEDIACOM<br>Brian Kadner<br>(845)-544-9656<br>BKADNER@MEDIACOMCC.COM |
| FO1-FIBER OPTIC | CENTURYLINK<br>SADIE HULL<br>(918)-547-0147<br>sadie.hull@lumen.com |
| OE1-OVERHEAD ELECTRIC | MIDAMER-ELEC<br>Jordyn Weber<br>(319)-291-4728<br>jlweber@midamerican.com |
| FO2-FIBER OPTIC | MIDAMER-FIBER<br>Telecom On Call<br>(515)-281-2313<br>telecomoncall@midamerican.com |
| W1-WATER MAIN | WATERLOO WATER WORKS<br>CHAD COON<br>(232)-628-5013<br>Chad.Coon@waterloo-ia.org |

IOWA ONE CALL
1-800-292-8989
www.Iowaonecall.com
Know what's below. Call before you dig.

## PROPERTY DESCRIPTION

UNPLATTED WATERLOO WEST ALL THAT PART OF S 1/2 OF NE SE SEC 12 T 88 R 14 & THE SE OF SE LYING BETWEEN THE NORTHWESTERLY LINE OF THE C G W RR CO MAIN RIGHT OF WAY LINE & THE EASTERLY LINE OF THE C G W RR CO CEDAR FALLS BRANCH LINE

AND

UNPLATTED WATERLOO WEST ALL THAT PART OF THE S 1/2 NW SW SEC 7 T 88 R 13 LYING NW OF THE RIGHT OF WAY CGW RR

FORMING A PART OF WATERLOO, IOWA, AS RECORDED AT THE BLACK HAWK COUNTY RECORDERS OFFICE.

## PROPERTY ADDRESS

4734 SERGEANT RD
WATERLOO, IOWA 50701

## ZONING

M-1. LIGHT INDUSTRIAL

## BULK REGULATIONS

MINIMUM LOT AREA: NONE
YARD SETBACKS:
FRONT =25'
SIDE =10'
REAR =25'
MAXIMUM BUILDING HEIGHT =4 STORIES OR 48' MAX

## PARKING REQUIREMENTS

BUILDING (18,000SF)
1 SPACE FOR EVERY 500 SF OF FLOOR AREA (NOT INCLUDING STORAGE, WAREHOUSE, OR MANUFACTURING)

7,315 SF/500 x 1 PARKING SPACE =14.6 SPACES REQUIRED

23 STALLS PROVIDED (INCLUDING 1 ACCESSIBLE STALL)

## OPEN SPACE

TOTAL SITE AREA =6.83 ACRES
TOTAL OPEN SPACE=2.79 ACRES
2.79 AC / 6.83 AC = 40.8% OPEN SPACE

## POLLUTION PREVENTION NOTES

A. POLLUTION PREVENTION AND EROSION PROTECTION

1. CODE COMPLIANCE: THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL POTENTIAL POLLUTION AND SOIL EROSION CONTROL REQUIREMENTS OF THE IOWA CODE, THE IOWA DEPARTMENT OF NATURAL RESOURCES (IDNR) NPDES PERMIT, THE U.S. CLEAN WATER ACT AND ANY LOCAL ORDINANCES. THE CONTRACTOR SHALL TAKE ALL NECESSARY STEPS TO PROTECT AGAINST EROSION AND POLLUTION FROM THIS PROJECT SITE AND ALL OFF-SITE BORROW OR DEPOSIT AREAS DURING PERFORMANCE OR AS A RESULT OF PERFORMANCE.
2. DAMAGE CLAIMS: THE CONTRACTOR WILL HOLD THE OWNER AND ARCHITECT / ENGINEER HARMLESS FROM ANY AND ALL CLAIMS OF ANY TYPE WHATSOEVER RESULTING FROM DAMAGES TO ADJOINING PUBLIC OR PRIVATE PROPERTY, INCLUDING REASONABLE ATTORNEY FEES INCURRED TO OWNER. FURTHER, IF THE CONTRACTOR FAILS TO TAKE NECESSARY STEPS TO PROMPTLY REMOVE EARTH SEDIMENTATION OR DEBRIS WHICH COMES ONTO ADJOINING PUBLIC OR PRIVATE PROPERTY, THE OWNER MAY, BUT NEED NOT, REMOVE SUCH ITEMS AND DEDUCT THE COST THEREOF FROM AMOUNTS DUE TO THE CONTRACTOR.

B. STORM WATER DISCHARGE PERMIT

1. THIS PROJECT REQUIRES COVERAGE UNDER THE NPDES GENERAL PERMIT NO. 2 FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITIES FROM THE IDNR, AS REQUIRED BY THE ENVIRONMENTAL PROTECTION AGENCY (EPA). THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS ARE RESPONSIBLE FOR COMPLIANCE WITH AND FULFILLMENT OF ALL REQUIREMENTS OF THE NPDES GENERAL PERMIT NO. 2 AS SPECIFIED IN THE CONTRACT DOCUMENTS.
2. ALL DOCUMENTS RELATED TO THE STORM WATER DISCHARGE PERMIT, INCLUDING, BUT NOT LIMITED TO, THE NOTICE OF INTENT, PROOF OF PUBLICATIONS, DISCHARGE AUTHORIZATION LETTER, CURRENT SWPPP, SITE INSPECTION LOG, AND OTHER ITEMS, SHALL BE KEPT ON SITE AT ALL TIMES AND MUST BE PRESENTED TO ANY JURISDICTIONAL AGENCIES UPON REQUEST. FAILURE TO COMPLY WITH THE NPDES PERMIT REQUIREMENTS IS A VIOLATION OF THE CLEAN WATER ACT AND THE CODE OF IOWA.
3. A "NOTICE OF DISCONTINUATION" MUST BE FILED WITH THE IDNR UPON FINAL STABILIZATION OF THE DISTURBED SITE AND REMOVAL OF ALL TEMPORARY EROSION CONTROL MEASURES. ALL PLANS, INSPECTION REPORTS, AND OTHER DOCUMENTS MUST BE RETAINED FOR A PERIOD OF THREE YEARS AFTER PROJECT COMPLETION. THE CONTRACTOR SHALL RETAIN A RECORD COPY AND PROVIDE THE ORIGINAL DOCUMENTS TO THE OWNER UPON PROJECT ACCEPTANCE AND/OR SUBMITTAL OF THE NOTICE OF DISCONTINUATION.

C. POLLUTION PREVENTION PLAN

1. THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IS A SEPARATE DOCUMENT IN ADDITION TO THESE PLAN DRAWINGS. THE CONTRACTOR SHOULD REFER TO THE SWPPP FOR ADDITIONAL REQUIREMENTS AND MODIFICATIONS TO THE POLLUTION PREVENTION PLAN MADE DURING CONSTRUCTION.
2. THE SWPPP ILLUSTRATES GENERAL MEASURES AND BEST MANAGEMENT PRACTICES (BMP) FOR COMPLIANCE WITH THE PROJECT'S NPDES PERMIT COVERAGE. ALL BMP'S AND EROSION CONTROL MEASURES REQUIRED AS A RESULT OF CONSTRUCTION ACTIVITIES ARE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, NOTE AND IMPLEMENT. ADDITIONAL BMP'S FROM THOSE SHOWN ON THE PLAN MAY BE REQUIRED.
3. THE SWPPP AND SITE MAP SHOULD BE EXPEDITIOUSLY REVISED TO REFLECT CONSTRUCTION PROGRESS AND CHANGES AT THE PROJECT SITE.
4. THE CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH ALL REQUIREMENTS OF THE GENERAL PERMIT AND SWPPP, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING BMP'S UNLESS INFEASIBLE OR NOT APPLICABLE:
   a. UTILIZE OUTLET STRUCTURES THAT WITHDRAW WATER FROM THE SURFACE WHEN DISCHARGING FROM BASINS, PROVIDE AND MAINTAIN NATURAL BUFFERS AROUND SURFACE WATERS, DIRECT STORM WATER TO VEGETATED AREAS TO INCREASE SEDIMENT REMOVAL AND MAXIMIZE STORM WATER INFILTRATION, AND MINIMIZE SOIL COMPACTION.
   b. INSTALL PERIMETER AND FINAL SEDIMENT CONTROL MEASURES SUCH AS SILT BARRIERS, DITCH CHECKS, DIVERSION BERMS, OR SEDIMENTATION BASINS DOWNSTREAM OF SOIL DISTURBING ACTIVITIES PRIOR TO SITE CLEARING AND GRADING OPERATIONS.
   c. PRESERVE EXISTING VEGETATION IN AREAS NOT NEEDED FOR CONSTRUCTION AND LIMIT TO A MINIMUM THE TOTAL AREA DISTURBED BY CONSTRUCTION OPERATIONS AT ANY TIME.
   d. MAINTAIN ALL TEMPORARY AND PERMANENT EROSION CONTROL MEASURES IN WORKING ORDER, INCLUDING CLEANING, REPAIRING, REPLACEMENT, AND SEDIMENT REMOVAL THROUGHOUT THE PERMIT PERIOD. CLEAN OR REPLACE SILT CONTROL DEVICES WHEN THE MEASURES HAVE LOST 50% OF THEIR ORIGINAL CAPACITY.
   e. INSPECT THE PROJECT AREA AND CONTROL DEVICES (BY QUALIFIED PERSONNEL ASSIGNED BY THE CONTRACTOR) EVERY SEVEN CALENDAR DAYS. RECORD THE FINDINGS OF THESE INSPECTIONS AND ANY RESULTING ACTIONS IN THE SWPPP WITH A COPY SUBMITTED WEEKLY TO THE OWNER OR ENGINEER DURING CONSTRUCTION. REVISE THE SWPPP AND IMPLEMENT ANY RECOMMENDED MEASURES WITHIN 7 DAYS.
   f. PREVENT ACCUMULATION OF EARTH AND DEBRIS FROM CONSTRUCTION ACTIVITIES ON ADJOINING PUBLIC OR PRIVATE PROPERTIES, INCLUDING STREETS, DRIVEWAYS, SIDEWALKS, DRAINAGEWAYS, OR UNDERGROUND SEWERS. REMOVE ANY ACCUMULATION OF EARTH OR DEBRIS IMMEDIATELY AND TAKE REMEDIAL ACTIONS FOR FUTURE PREVENTION.
   g. INSTALL NECESSARY CONTROL MEASURES SUCH AS SILT BARRIERS, EROSION CONTROL MATS, MULCH, DITCH CHECKS OR RIPRAP AS SOON AS AREAS REACH THEIR FINAL GRADES AND AS CONSTRUCTION OPERATIONS PROGRESS TO ENSURE CONTINUOUS RUNOFF CONTROL. PROVIDE INLET AND OUTLET CONTROL MEASURES AS SOON AS STORM SEWERS ARE INSTALLED.
   h. RESPREAD A MINIMUM OF 8 INCHES OF TOPSOIL (INCLUDING TOPSOIL FOUND IN SOD) ON ALL DISTURBED AREAS, EXCEPT WHERE PAVEMENT, BUILDINGS OR OTHER IMPROVEMENTS ARE LOCATED.
   i. STABILIZE UNDEVELOPED, DISTURBED AREAS WITH MULCH, TEMPORARY SEED MIX, PERMANENT SEED MIX, SOD, OR PAVEMENT IMMEDIATELY AS SOON AS POSSIBLE UPON COMPLETION OR DELAY OF GRADING OPERATIONS. INITIATE STABILIZATION MEASURES IMMEDIATELY AFTER CONSTRUCTION ACTIVITY IS FINALLY COMPLETED OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WHICH WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS.
   j. COORDINATE LOCATIONS OF STAGING AREAS WITH THE OWNER AND RECORD IN THE SWPPP. UNLESS NOTED OTHERWISE, STAGING AREAS SHOULD CONTAIN THE FOLLOWING: JOB TRAILERS, FUELING / VEHICLE MAINTENANCE AREA, TEMPORARY SANITARY FACILITIES, MATERIALS STORAGE, AND CONCRETE WASHOUT FACILITY. CONTROL RUNOFF FROM STAGING AREAS WITH DIVERSION BERMS AND/OR SILT BARRIERS AND DIRECT TO A SEDIMENT BASIN OR OTHER CONTROL DEVICE WHERE POSSIBLE. CONCRETE WASHOUT MUST BE CONTAINED ONSITE.
   k. REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND SITE WASTE PRIOR TO FILING OF THE "NOTICE OF DISCONTINUATION".

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| 3 | AS PER CITY COMMENTS | 06-02-22 | JRC |
| 2 | AS PER CITY COMMENTS | 05-20-22 | JRC |
| 1 | AS PER CITY COMMENTS | 05-09-22 | LJM |

Engineer: JRC  Checked By: KMM  Scale: 1" =###
Technician:LJM  Date: 04-25-22  T-R-S: 88-14-12
Project No:122.0357.01  Sheet C101

MID COUNTRY SITE IMPROVEMENTS
PROJECT INFORMATION
WATERLOO, IOWA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 122.0357.01
Sheet C101

N89°46'30"E 373.52'

S89°22'34"E 362.87'

25' Building Setback

PROPOSED BUILDING 18,000 SF

Retaining Wall

1
297,472 SF
6.83 AC

EXISTING BUILDING

1000 Gallon LP

GRAVEL

CONCRETE

12" ST

15" ST

18" ST

24" ST

1100

184'

79.59'

868.90' West Rim

871.29' Rim

869.50' Rim CLEAN OUT
NO MEASURED INVERTS

S36°02'33"W 1153.10'

GM500

SERGEANT ROAD TRAIL

SERGEANT ROAD

SERGEANT RD

SOUTHLAND DR

CONCRETE

36.45' NW 24" CMP N

865.89' FL 30" RCP NE

## DEMOLITION PLAN NOTES

1. EXISTING FEATURES, PROTECT THE FOLLOWING:
   A. PAVEMENT TO REMAIN.
   B. EXISTING UTILITIES. COORDINATE ANY RELOCATIONS OR ADJUSTMENTS WITH UTILITY SERVICE PROVIDER AS NECESSARY.
   C. EXISTING GRANULAR SURFACE.
   D. EXISTING TREES.
   E. EXISTING SIGN.
   F. EXISTING BUILDING.

2. DEMOLITION, REMOVE THE FOLLOWING:
   A. REMOVE EXISTING GRANULAR SURFACE.TO LIMITS SHOWN. CONTRACTOR TO COORDINATE WITH OWNER TO DETERMINE QUALITY OF EXISTING GRANULAR SURFACE AND RESPREAD OR DISPOSE OF ACCORDINGLY.
   B. REMOVE AND DISPOSE OF EXISTING TRAIL TO LIMITS SHOWN.
   C. REMOVE EXISTING TREES TO LIMITS SHOWN.
   D. REMOVE EXISTING RAMP.
   E. REMOVE EXISTING PAVEMENT. CONTRACTOR TO SAW CUT TO FULL DEPTH AND DISPOSE OFF-SITE.

0 30
FEET

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| 3 | AS PER CITY COMMENTS | 06-02-22 | JRC |
| 2 | AS PER CITY COMMENTS | 05-20-22 | JRC |
| 1 | AS PER CITY COMMENTS | 05-09-22 | LJM |

Engineer: JRC | Checked By: KMM | Scale: 1" =30'
Technician:LJM | Date: 04-25-22 | T-R-S: 88-14-12

Project No:122.0357.01

Sheet C200

# MID COUNTRY SITE IMPROVEMENTS

WATERLOO, IOWA

DEMOLITION PLAN

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 122.0357.01

Sheet C200

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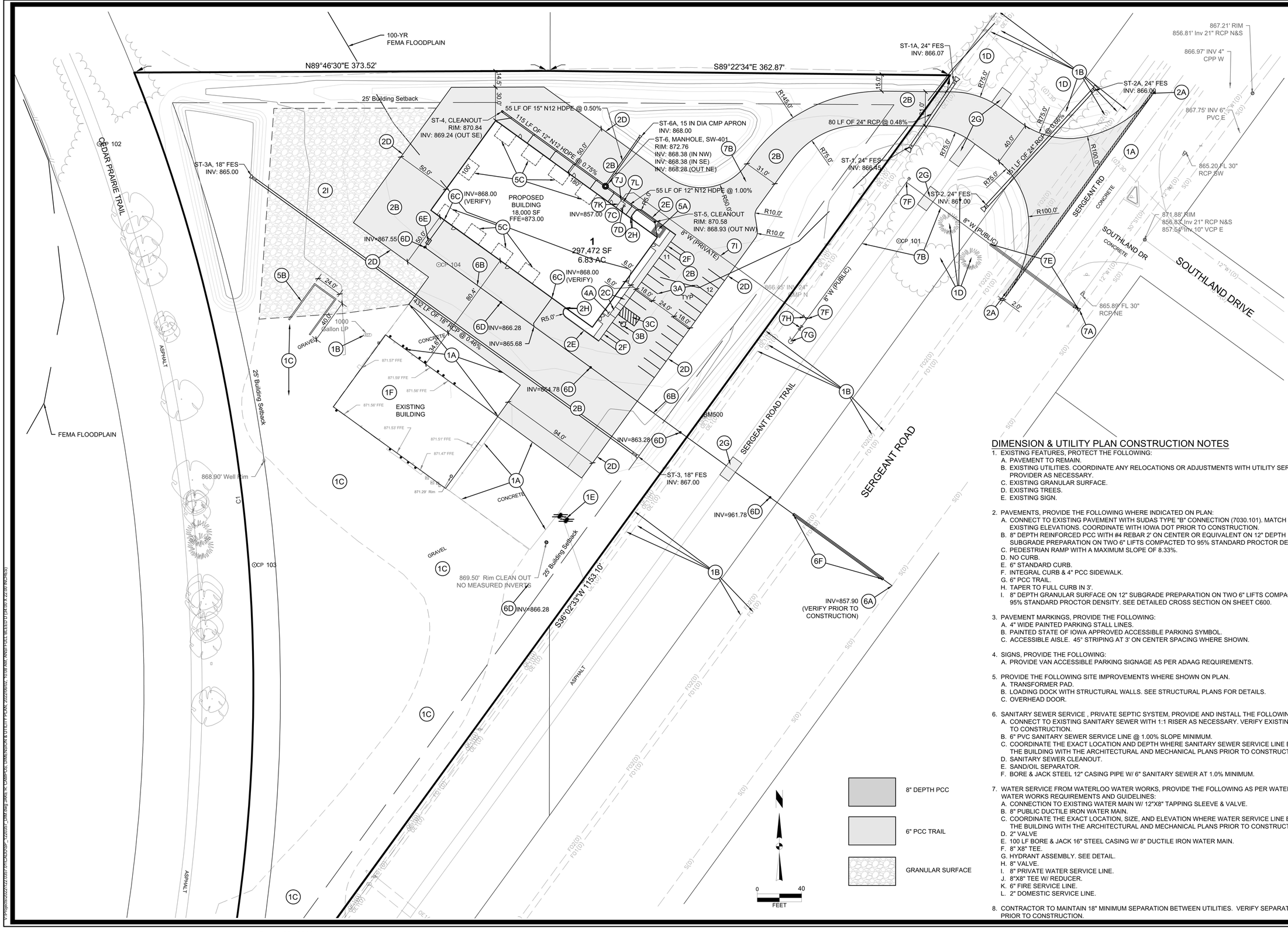


## DIMENSION & UTILITY PLAN CONSTRUCTION NOTES

1. EXISTING FEATURES, PROTECT THE FOLLOWING:
   A. PAVEMENT TO REMAIN.
   B. EXISTING UTILITIES. COORDINATE ANY RELOCATIONS OR ADJUSTMENTS WITH UTILITY SERVICE PROVIDER AS NECESSARY.
   C. EXISTING GRANULAR SURFACE.
   D. EXISTING TREES.
   E. EXISTING SIGN.

2. PAVEMENTS, PROVIDE THE FOLLOWING WHERE INDICATED ON PLAN:
   A. CONNECT TO EXISTING PAVEMENT WITH SUDAS TYPE "B" CONNECTION (7030.101). MATCH EXISTING ELEVATIONS. COORDINATE WITH IOWA DOT PRIOR TO CONSTRUCTION.
   B. 8" DEPTH REINFORCED PCC WITH #4 REBAR 2' ON CENTER OR EQUIVALENT ON 12" DEPTH SUBGRADE PREPARATION ON TWO 6" LIFTS COMPACTED TO 95% STANDARD PROCTOR DENSITY.
   C. PEDESTRIAN RAMP WITH A MAXIMUM SLOPE OF 8.33%.
   D. NO CURB.
   E. 6" STANDARD CURB.
   F. INTEGRAL CURB & 4" PCC SIDEWALK.
   G. 6" PCC TRAIL.
   H. TAPER TO FULL CURB IN 3'.
   I. 8" DEPTH GRANULAR SURFACE ON 12" SUBGRADE PREPARATION ON TWO 6" LIFTS COMPACTED TO 95% STANDARD PROCTOR DENSITY. SEE DETAILED CROSS SECTION ON SHEET C600.

3. PAVEMENT MARKINGS, PROVIDE THE FOLLOWING:
   A. 4" WIDE PAINTED PARKING STALL LINES.
   B. PAINTED STATE OF IOWA APPROVED ACCESSIBLE PARKING SYMBOL.
   C. ACCESSIBLE AISLE. 45° STRIPING AT 3' ON CENTER SPACING WHERE SHOWN.

4. SIGNS, PROVIDE THE FOLLOWING:
   A. PROVIDE VAN ACCESSIBLE PARKING SIGNAGE AS PER ADAAG REQUIREMENTS.

5. PROVIDE THE FOLLOWING SITE IMPROVEMENTS WHERE SHOWN ON PLAN.
   A. TRANSFORMER PAD.
   B. LOADING DOCK WITH STRUCTURAL WALLS. SEE STRUCTURAL PLANS FOR DETAILS.
   C. OVERHEAD DOOR.

6. SANITARY SEWER SERVICE , PRIVATE SEPTIC SYSTEM, PROVIDE AND INSTALL THE FOLLOWING:
   A. CONNECT TO EXISTING SANITARY SEWER WITH 1:1 RISER AS NECESSARY. VERIFY EXISTING PRIOR TO CONSTRUCTION.
   B. 6" PVC SANITARY SEWER SERVICE LINE @ 1.00% SLOPE MINIMUM.
   C. COORDINATE THE EXACT LOCATION AND DEPTH WHERE SANITARY SEWER SERVICE LINE ENTERS THE BUILDING WITH THE ARCHITECTURAL AND MECHANICAL PLANS PRIOR TO CONSTRUCTION.
   D. SANITARY SEWER CLEANOUT.
   E. SAND/OIL SEPARATOR.
   F. BORE & JACK STEEL 12" CASING PIPE W/ 6" SANITARY SEWER AT 1.0% MINIMUM.

7. WATER SERVICE FROM WATERLOO WATER WORKS, PROVIDE THE FOLLOWING AS PER WATERLOO WATER WORKS REQUIREMENTS AND GUIDELINES:
   A. CONNECTION TO EXISTING WATER MAIN W/ 12"X8" TAPPING SLEEVE & VALVE.
   B. 8" PUBLIC DUCTILE IRON WATER MAIN.
   C. COORDINATE THE EXACT LOCATION, SIZE, AND ELEVATION WHERE WATER SERVICE LINE ENTERS THE BUILDING WITH THE ARCHITECTURAL AND MECHANICAL PLANS PRIOR TO CONSTRUCTION.
   D. 2" VALVE
   E. 100 LF BORE & JACK 16" STEEL CASING W/ 8" DUCTILE IRON WATER MAIN.
   F. 8" X8" TEE.
   G. HYDRANT ASSEMBLY. SEE DETAIL.
   H. 8" VALVE.
   I. 8" PRIVATE WATER SERVICE LINE.
   J. 8"X8" TEE W/ REDUCER.
   K. 6" FIRE SERVICE LINE.
   L. 2" DOMESTIC SERVICE LINE.

8. CONTRACTOR TO MAINTAIN 18" MINIMUM SEPARATION BETWEEN UTILITIES. VERIFY SEPARATION PRIOR TO CONSTRUCTION.

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| 3 | AS PER CITY COMMENTS | 06-02-22 | JRC |
| 2 | AS PER CITY COMMENTS | 05-20-22 | JRC |
| 1 | AS PER CITY COMMENTS | 05-09-22 | LJM |

Engineer: JRC | Checked By: KMM | Scale: 1" =40'
Technician:LJM | Date: 04-25-22 | T-R-S: 88-14-12
Project No:122.0357.01

Sheet C300

# MID COUNTRY SITE IMPROVEMENTS

WATERLOO, IOWA

DIMENSION & UTILITY PLAN

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 122.0357.01
Sheet C300

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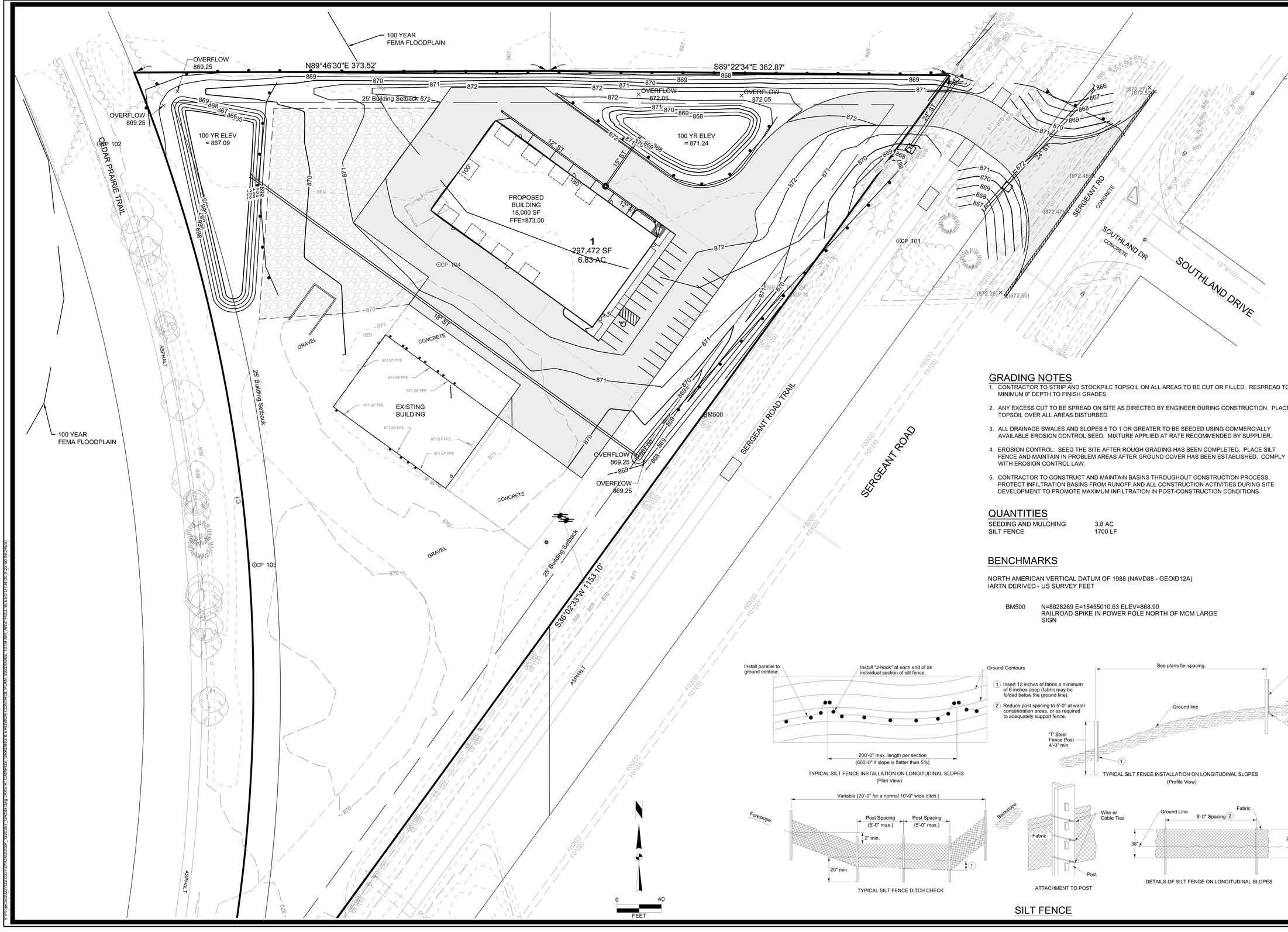


## GRADING NOTES

1. CONTRACTOR TO STRIP AND STOCKPILE TOPSOIL ON ALL AREAS TO BE CUT OR FILLED. RESPREAD TO MINIMUM 8" DEPTH TO FINISH GRADES.
2. ANY EXCESS CUT TO BE SPREAD ON SITE AS DIRECTED BY ENGINEER DURING CONSTRUCTION. PLACE TOPSOIL OVER ALL AREAS DISTURBED.
3. ALL DRAINAGE SWALES AND SLOPES 5 TO 1 OR GREATER TO BE SEEDED USING COMMERCIALLY AVAILABLE EROSION CONTROL SEED. MIXTURE APPLIED AT RATE RECOMMENDED BY SUPPLIER.
4. EROSION CONTROL: SEED THE SITE AFTER ROUGH GRADING HAS BEEN COMPLETED. PLACE SILT FENCE AND MAINTAIN IN PROBLEM AREAS AFTER GROUND COVER HAS BEEN ESTABLISHED. COMPLY WITH EROSION CONTROL LAW.
5. CONTRACTOR TO CONSTRUCT AND MAINTAIN BASINS THROUGHOUT CONSTRUCTION PROCESS, PROTECT INFILTRATION BASINS FROM RUNOFF AND ALL CONSTRUCTION ACTIVITIES DURING SITE DEVELOPMENT TO PROMOTE MAXIMUM INFILTRATION IN POST-CONSTRUCTION CONDITIONS.

## QUANTITIES

| | |
|---|---|
| SEEDING AND MULCHING | 3.8 AC |
| SILT FENCE | 1700 LF |

## BENCHMARKS

NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88 - GEOID12A)
IARTN DERIVED - US SURVEY FEET

BM500 N=8826269 E=15455010.63 ELEV=868.90
RAILROAD SPIKE IN POWER POLE NORTH OF MCM LARGE SIGN




1. Insert 12 inches of fabric a minimum of 6 inches deep (fabric may be folded below the ground line).
2. Reduce post spacing to 5'-0" at water concentration areas, or as required to adequately support fence.

TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES
(Plan View)




TYPICAL SILT FENCE INSTALLATION ON LONGITUDINAL SLOPES
(Profile View)




TYPICAL SILT FENCE DITCH CHECK




ATTACHMENT TO POST




DETAILS OF SILT FENCE ON LONGITUDINAL SLOPES

## SILT FENCE

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| 3 | AS PER CITY COMMENTS | 06-02-22 | JRC |
| 2 | AS PER CITY COMMENTS | 05-20-22 | JRC |
| 1 | AS PER CITY COMMENTS | 05-09-22 | LJM |

Engineer: JRC | Checked By: KMM | Scale: 1" =40'
Technician:LJM | Date: 04-25-22 | T-R-S: 88-14-12
Project No:122.0357.01

Sheet C400

# MID COUNTRY SITE IMPROVEMENTS

## GRADING & EROSION CONTROL PLAN

## WATERLOO, IOWA


SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com


SNYDER & ASSOCIATES

Project No: 122.0357.01
Sheet C400

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373.52'

S89°22'34"E 362.87'

25' Building Setback

OVERFLOW
872.05

OVERFLOW
872.05

872.29
HP

871.62
HP

100 YR ELEV
= 871.24

PROPOSED
BUILDING
18,000 SF

FFE=873.00

12" ST

15" ST

24" ST

18" ST

1
297,472 SF
6.83 AC

872.85 TC
872.35 G
872.82 TC
872.32 G

872.82 TC
872.32 G

872.85 TC
872.35 G

872.82 TC
872.32 G

872.22×

872.20

871.65

(871.38)

(871.32)

872.60

872.34

872.05

872.14

871.66

871.30

871.27

871.00

(870.70)

870.75

(870.75)

871.00

(870.71)

871

870

(871.44)

(869.81)

CONCRETE

EXISTING
BUILDING

871.57' FFE

871.59' FFE

871.56' FFE

871.56' FFE

871.53' FFE

871.51' FFE

871.47' FFE

CP 104

AST

AC

OVF

0 20
FEET

(871.48)

(871.39)

871.15

871.25

871.65

871.75

(872.27)

(872.52)

(872.48)

(872.47)

(872.25)

(872.50)

SERGEANT RD

CONCRETE

SOUTHLAND DR

CONCRETE

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| 3 | AS PER CITY COMMENTS | 06-02-22 | JRC |
| 2 | AS PER CITY COMMENTS | 05-20-22 | JRC |
| 1 | AS PER CITY COMMENTS | 05-09-22 | LJM |

Engineer: JRC
Checked By: KMM
Technician: LJM
Date: 04-25-22
Scale: 1" =20'
T-R-S: 88-14-12
Project No: 122.0357.01

Sheet C401

MID COUNTRY SITE IMPROVEMENTS

WATERLOO, IOWA

DETAILED GRADING PLAN

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 122.0357.01

Sheet C401

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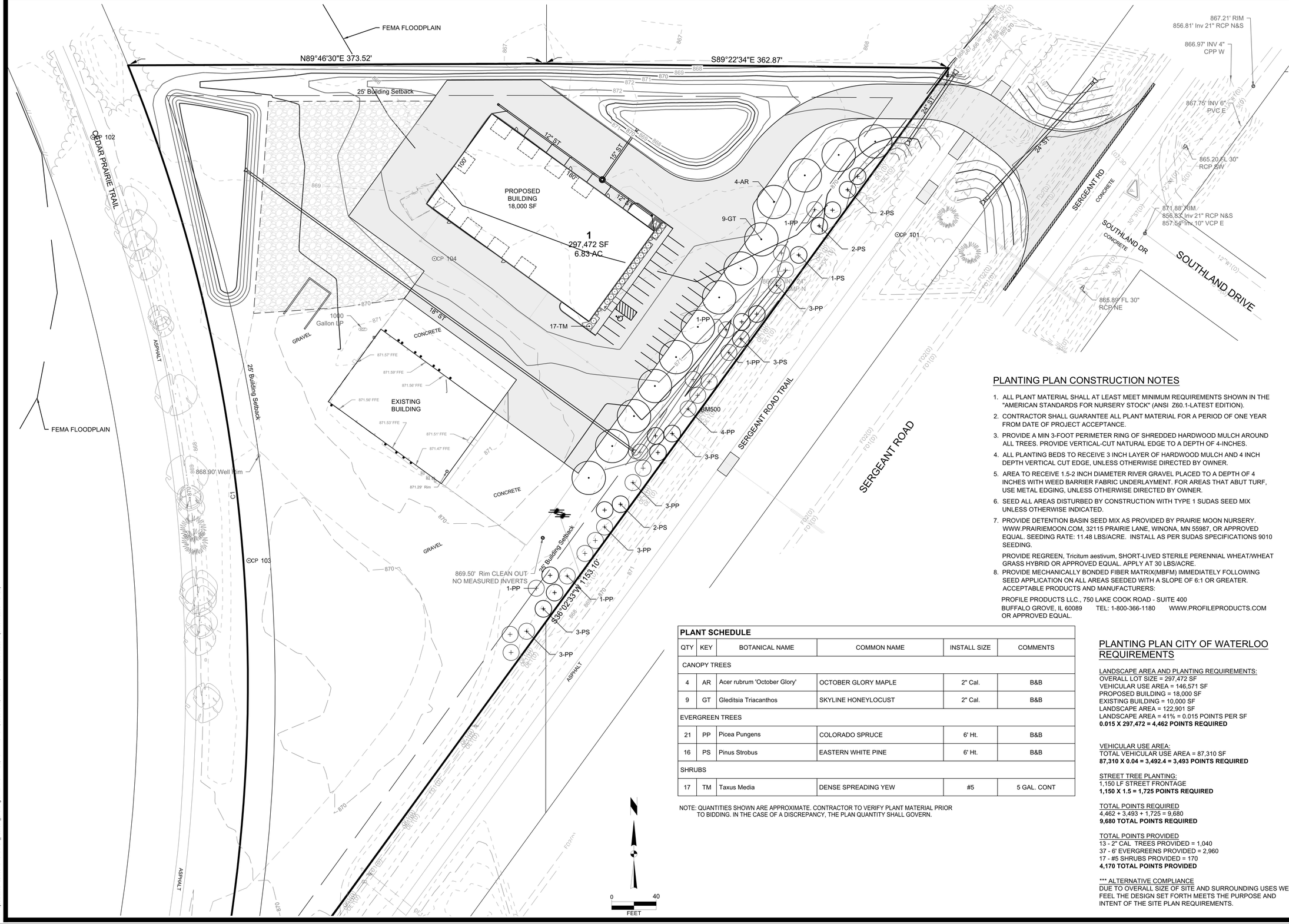


## PLANTING PLAN CONSTRUCTION NOTES

1. ALL PLANT MATERIAL SHALL AT LEAST MEET MINIMUM REQUIREMENTS SHOWN IN THE "AMERICAN STANDARDS FOR NURSERY STOCK" (ANSI Z60.1-LATEST EDITION).
2. CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF ONE YEAR FROM DATE OF PROJECT ACCEPTANCE.
3. PROVIDE A MIN 3-FOOT PERIMETER RING OF SHREDDED HARDWOOD MULCH AROUND ALL TREES. PROVIDE VERTICAL-CUT NATURAL EDGE TO A DEPTH OF 4-INCHES.
4. ALL PLANTING BEDS TO RECEIVE 3 INCH LAYER OF HARDWOOD MULCH AND 4 INCH DEPTH VERTICAL CUT EDGE, UNLESS OTHERWISE DIRECTED BY OWNER.
5. AREA TO RECEIVE 1.5-2 INCH DIAMETER RIVER GRAVEL PLACED TO A DEPTH OF 4 INCHES WITH WEED BARRIER FABRIC UNDERLAYMENT. FOR AREAS THAT ABUT TURF, USE METAL EDGING, UNLESS OTHERWISE DIRECTED BY OWNER.
6. SEED ALL AREAS DISTURBED BY CONSTRUCTION WITH TYPE 1 SUDAS SEED MIX UNLESS OTHERWISE INDICATED.
7. PROVIDE DETENTION BASIN SEED MIX AS PROVIDED BY PRAIRIE MOON NURSERY. WWW.PRAIRIEMOON.COM, 32115 PRAIRIE LANE, WINONA, MN 55987, OR APPROVED EQUAL. SEEDING RATE: 11.48 LBS/ACRE. INSTALL AS PER SUDAS SPECIFICATIONS 9010 SEEDING.

   PROVIDE REGREEN, Tricitum aestivum, SHORT-LIVED STERILE PERENNIAL WHEAT/WHEAT GRASS HYBRID OR APPROVED EQUAL. APPLY AT 30 LBS/ACRE.
8. PROVIDE MECHANICALLY BONDED FIBER MATRIX(MBFM) IMMEDIATELY FOLLOWING SEED APPLICATION ON ALL AREAS SEEDED WITH A SLOPE OF 6:1 OR GREATER. ACCEPTABLE PRODUCTS AND MANUFACTURERS:

   PROFILE PRODUCTS LLC., 750 LAKE COOK ROAD - SUITE 400
   BUFFALO GROVE, IL 60089 TEL: 1-800-366-1180 WWW.PROFILEPRODUCTS.COM
   OR APPROVED EQUAL.

**PLANT SCHEDULE**

| QTY | KEY | BOTANICAL NAME | COMMON NAME | INSTALL SIZE | COMMENTS |
|---|---|---|---|---|---|
| CANOPY TREES | | | | | |
| 4 | AR | Acer rubrum 'October Glory' | OCTOBER GLORY MAPLE | 2" Cal. | B&B |
| 9 | GT | Gleditsia Triacanthos | SKYLINE HONEYLOCUST | 2" Cal. | B&B |
| EVERGREEN TREES | | | | | |
| 21 | PP | Picea Pungens | COLORADO SPRUCE | 6' Ht. | B&B |
| 16 | PS | Pinus Strobus | EASTERN WHITE PINE | 6' Ht. | B&B |
| SHRUBS | | | | | |
| 17 | TM | Taxus Media | DENSE SPREADING YEW | #5 | 5 GAL. CONT |

NOTE: QUANTITIES SHOWN ARE APPROXIMATE. CONTRACTOR TO VERIFY PLANT MATERIAL PRIOR TO BIDDING. IN THE CASE OF A DISCREPANCY, THE PLAN QUANTITY SHALL GOVERN.

## PLANTING PLAN CITY OF WATERLOO REQUIREMENTS

LANDSCAPE AREA AND PLANTING REQUIREMENTS:
OVERALL LOT SIZE = 297,472 SF
VEHICULAR USE AREA = 146,571 SF
PROPOSED BUILDING = 18,000 SF
EXISTING BUILDING = 10,000 SF
LANDSCAPE AREA = 122,901 SF
LANDSCAPE AREA = 41% = 0.015 POINTS PER SF
**0.015 X 297,472 = 4,462 POINTS REQUIRED**

VEHICULAR USE AREA:
TOTAL VEHICULAR USE AREA = 87,310 SF
**87,310 X 0.04 = 3,492.4 = 3,493 POINTS REQUIRED**

STREET TREE PLANTING:
1,150 LF STREET FRONTAGE
**1,150 X 1.5 = 1,725 POINTS REQUIRED**

TOTAL POINTS REQUIRED
4,462 + 3,493 + 1,725 = 9,680
**9,680 TOTAL POINTS REQUIRED**

TOTAL POINTS PROVIDED
13 - 2" CAL TREES PROVIDED = 1,040
37 - 6' EVERGREENS PROVIDED = 2,960
17 - #5 SHRUBS PROVIDED = 170
**4,170 TOTAL POINTS PROVIDED**

*** ALTERNATIVE COMPLIANCE
DUE TO OVERALL SIZE OF SITE AND SURROUNDING USES WE FEEL THE DESIGN SET FORTH MEETS THE PURPOSE AND INTENT OF THE SITE PLAN REQUIREMENTS.

| MARK | REVISION | DATE |
|---|---|---|
| 3 | AS PER CITY COMMENTS | 06-02-22 JRC |
| 2 | AS PER CITY COMMENTS | 05-20-22 JRC |
| 1 | AS PER CITY COMMENTS | 05-09-22 LJM |

Engineer: JRC Checked By: KMM Scale: 1" =40'
Technician:LJM Date: 04-25-22 T-R-S: 88-14-12
Project No:122.0357.01

Sheet C500

MID COUNTRY SITE IMPROVEMENTS

PLANTING PLAN

WATERLOO, IOWA

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 122.0357.01

Sheet C500

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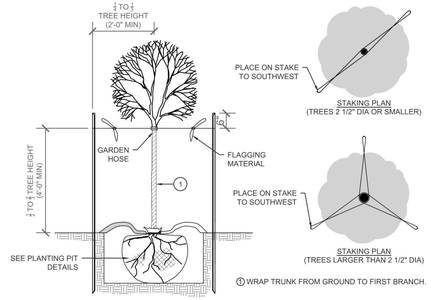
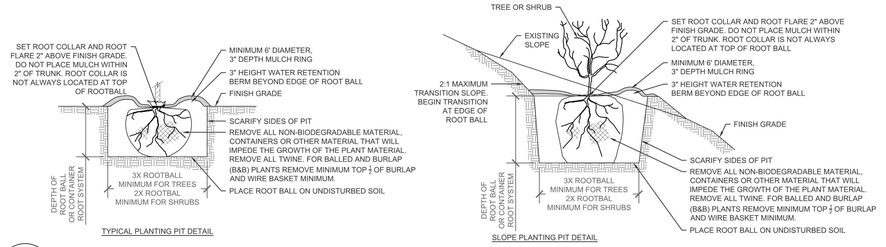


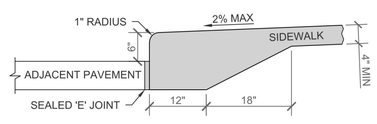

1 C600 DECIDUOUS TREES STAKING DETAIL

NO SCALE



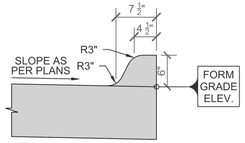

2 C600 PLANTING PIT DETAILS

NO SCALE



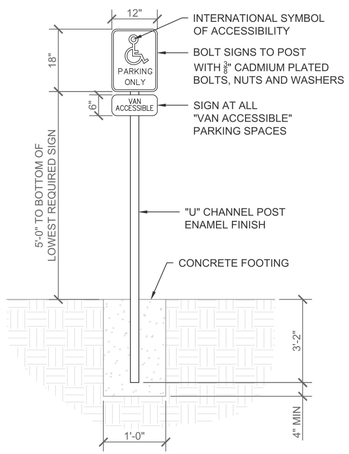

3 C600 INTEGRAL SIDEWALK AND CURB DETAIL

NO SCALE




4 C600 6-INCH STANDARD CURB

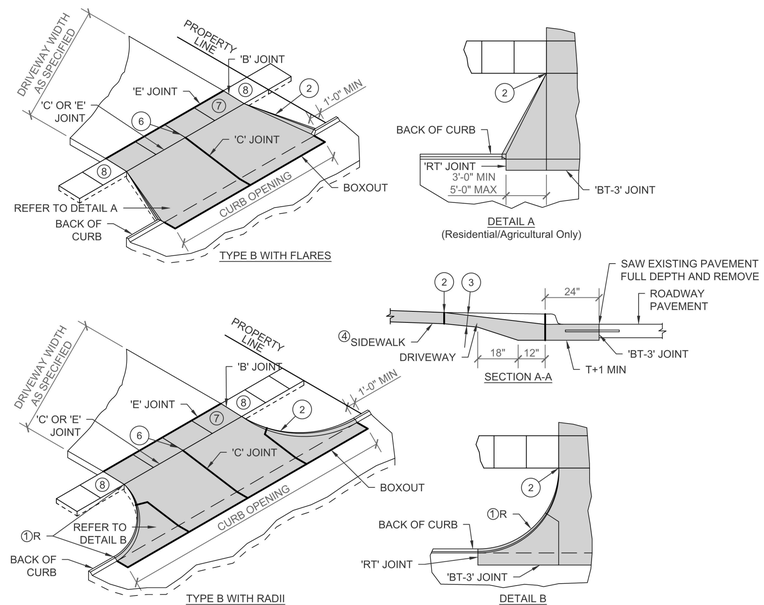
NO SCALE




NOTE: SIGNS AS PER ADAAG STANDARDS

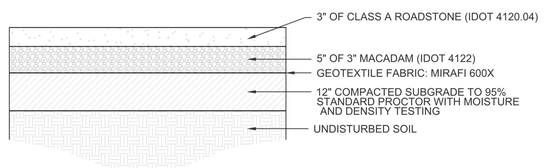
6 C600 ACCESSIBLE PARKING SIGN

NO SCALE




5 C600 CONCRETE DRIVEWAY, TYPE B

NO SCALE




7 C600 GRANULAR HARDSTAND PAVEMENT CROSS SECTIONS

NO SCALE

① DRIVEWAY RADIUS (R). RESIDENTIAL: 10 FOOT MINIMUM, 15 FOOT MAXIMUM. COMMERCIAL AND INDUSTRIAL: AS SPECIFIED IN THE CONTRACT DOCUMENTS.

② TRANSITION THE CURB HEIGHT TO 0 INCHES AT END OF TAPER/RADIUS OR AT THE FRONT EDGE OF SIDEWALK. DO NOT EXTEND RAISED CURB ACROSS SIDEWALK.

③ PAVEMENT THICKNESS. RESIDENTIAL: 6 INCHES MINIMUM. COMMERCIAL AND INDUSTRIAL: 7 INCHES MINIMUM.

④ SIDEWALK THICKNESS THROUGH DRIVEWAY TO MATCH THICKNESS OF DRIVEWAY.

⑤ IF LONGITUDINAL JOINT IS LOCATED 48 INCHES OR LESS FROM THE BACK OF CURB, EXTENDED BOXOUT TO JOINT LINE. FULL DEPTH SAW CUT IS STILL REQUIRED.

⑥ FOR ALLEYS, INVERT THE PAVEMENT CROWN 2% TOWARD CENTER OF ALLEY.

⑦ TARGET CROSS SLOPE OF 1.5% WITH A MAXIMUM CROSS SLOPE OF 2.0%. IF SPECIFIED IN THE CONTRACT DOCUMENTS, CONSTRUCT THE SIDEWALK THROUGH THE DRIVEWAY 5 FEET WIDE TO SERVE AS A PASSING SPACE.

⑧ IF CROSS SLOPE OF ADJACENT SIDEWALK PANEL EXCEEDS 2.0%, REMOVE AND REPLACE TO TRANSITION FROM EXISTING SIDEWALK TO SIDEWALK THROUGH DRIVEWAY. IF ELEVATION CHANGE REQUIRES A CURB RAMP, COMPLY WITH FIGURE 7030.205; VERIFY NEED FOR DETECTABLE WARNING PANEL WITH ENGINEER.

| MARK | REVISION | DATE | BY |
|---|---|---|---|
| 3 | AS PER CITY COMMENTS | 06-02-22 | JRC |
| 2 | AS PER CITY COMMENTS | 05-20-22 | JRC |
| 1 | AS PER CITY COMMENTS | 05-09-22 | LJM |

Engineer: JRC | Checked By: KMM | Scale: 1" =###"
Technician:LJM | Date: 04-25-22 | T-R-S: 88-14-12
Project No:122.0357.01

Sheet C600

MID COUNTRY SITE IMPROVEMENTS

WATERLOO, IOWA

SITE DETAILS

SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: 122.0357.01

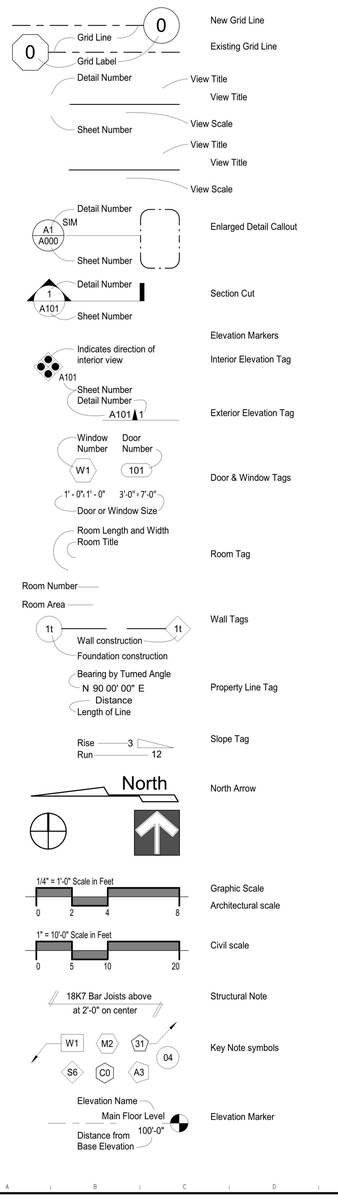
Sheet C600

V:\Projects\2022\122.0357\ACAD\SP - 122.0357 - PLAN.dwg JAKE R. CAMPOS, SITE DETAILS, 4/22/2022 10:10 AM, ANSI FULL BLEED D (34.00 X 22.00 INCHES)

# Office/Shop Waterloo Facility
# Mid Country Machinery, Inc

## Waterloo, Iowa

### Symbols Legend

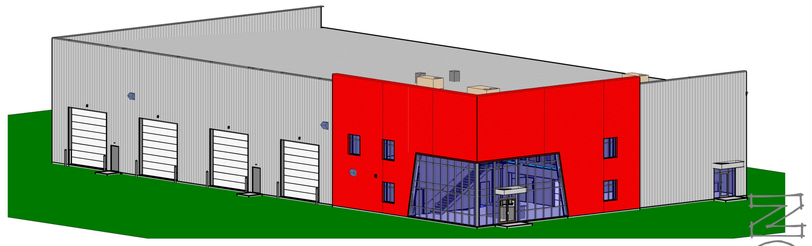



### Abbreviations List

| | |
|---|---|
| A | |
| & | AND |
| @ | AT |
| AB | ANCHOR BOLT |
| AC | AIR CONDITIONING |
| ACC | ACCESSIBLE |
| ACT | ACOUSTIC CEILING TILE |
| ADJ | ADJACENT |
| AFF | ABOVE FINISHED FLOOR |
| AGGR | AGGREGATE |
| ALT | ALTERNATE |
| ALUM | ALUMINUM |
| ANOD | ANODIZED |
| APPROX | APPROXIMATE |
| ARCH | ARCHITECTURAL |
| ASPH | ASPHALT |
| ATTN | ATTENTION |
| AUTO | AUTOMATIC |
| AV | AUDIOVISUAL |
| B | |
| BD | BOARD |
| BIT | BITUMINOUS |
| BLDG | BUILDING |
| BLKG | BLOCKING |
| BM | BEAM |
| BO | BOTTOM OF |
| BOT | BOTTOM |
| BRG | BEARING |
| BRK | BRICK |
| BRKT | BRACKET |
| BSMNT | BASEMENT |
| C | |
| C | CHANNEL |
| CAB | CABINET |
| CB | CEMENT BOARD |
| CC | CENTER TO CENTER |
| CCTV | CLOSED CIRCUIT TELEVISION |
| CEM | CEMENT |
| CER | CERAMIC |
| CG | CORNER GUARD |
| CI | CAST IRON |
| CIP | CAST-IN-PLACE |
| CJ | CONTROL JOINT |
| CL | CENTERLINE |
| CLG | CEILING |
| CLR | CLEAR |
| CNTR | COUNTER |
| CO | CLEANOUT |
| COL | COLUMN |
| CONC | CONCRETE |
| COND | CONDITION |
| CONN | CONNECTION |
| CONST | CONSTRUCTION |
| CONT | CONTINUOUS |
| CONTR | CONTRACTOR |
| COORD | COORDINATE |
| CORR | CORRIDOR |
| CPT | CARPET |
| CT | CERAMIC TILE |
| CTR | CENTER |
| CW | COLD WATER |
| D | |
| DBL | DOUBLE |
| DEG | DEGREE |
| DEMO | DEMOLISH |
| DEPT | DEPARTMENT |
| DF | DRINKING FOUNTAIN |
| DIA | DIAMETER |
| DIFF | DIFFUSER |
| DIM | DIMENSION |
| DISP | DISPENSER |
| DIV | DIVISION |
| DMPF | DAMP PROOFING |
| DN | DOWN |
| DO | DOOR OPENING |
| DR | DOOR |
| DRN | DRAIN |
| DS | DOWN SPOUT |
| DTL | DETAIL |
| DW | DISHWASHER |
| DWG | DRAWING |
| DWR | DRAWER |
| E | |
| CMU | CONCRETE MASONRY UNIT |
| E | EAST |
| EA | EACH |
| EB | EXPANSION BOLT |
| EJ | EXPANSION JOINT |
| EL | ELEVATION |
| ELEC | ELECTRICAL |
| ELEV | ELEVATOR |
| EMER | EMERGENCY |
| ENCL | ENCLOSURE |
| ENG | ENGINEER |
| EP | ELECTRICAL PANEL |
| EPDM | ETHYLENE PROPYLENE DIENE M-CLASS |
| EQ | EQUAL |
| EQUIP | EQUIPMENT |
| EXH | EXHAUST |
| EXIST | EXISTING |
| EXP | EXPANSION |
| EXPS | EXPOSED |
| EXT | EXTERIOR |
| F | |
| FA | FIRE ALARM |
| FB | FACE BRICK |
| FD | FLOOR DRAIN |
| FD | FLOOR DRAIN |
| FDC | FIRE DEPARTMENT CONNECTION |
| FE | FIRE EXTINGUISHER |
| FEC | FIRE EXTINGUISHER CABINET |
| FF&E | FURNITURE, FIXTURES AND EQUIPMENT |
| FHC | FIRE HOSE CABINET |
| FIN | FINISH |
| FIXT | FIXTURE |
| FLASH | FLASHING |
| FLR | FLOOR |
| FLUOR | FLUORESCENT |
| FND | FOUNDATION |
| FO | FACE OF |
| FP | FIRE PROTECTION |
| FR | FIRE RESISTANT |
| FRC | FIBER REINFORCED CONCRETE |
| FRT | FIRE RETARDANT TREATED |
| FT | FEET/FOOT |
| FTG | FOOTING |
| FURN | FURNITURE |
| FURR | FURRING |
| FWC | FABRIC WALL COVERING |
| FWP | FABRIC WRAPPED PANEL |
| G | |
| GA | GAUGE |
| GALV | GALVANIZED |
| GB | GRAB BAR |
| GC | GENERAL CONTRACT |
| GEN | GENERAL |
| GFRC | GLASS FIBER REINFORCED CONCRETE |
| GL | GLASS |
| GLAZ | GLAZING |
| GRAN | GRANULAR |
| GRD | GROUND |
| GSM | GALVANIZED SHEET METAL |
| GV | GAS VALVE |
| GWB | GYPSUM WALL BOARD |
| GYP | GYPSUM |
| H | |
| HB | HOSE BIBB |
| HC | HANDICAPPED |
| HDWD | HARDWOOD |
| HDWR | HARDWARE |
| HGT | HEIGHT |
| HM | HOLLOW METAL |
| HNDRL | HANDRAIL |
| HO | HOLD OPEN |
| HORIZ | HORIZONTAL |
| HR | HOUR |
| HRC | HOSE REEL CABINET |
| HTG | HEATING |
| HVAC | HEATING VENTILATION AND AIR CONDITIONING |
| HW | HOT WATER |
| I | |
| ID | INSIDE DIAMETER |
| IN | INCH/INCHES |
| INCL | INCLUDED/INCLUDING |
| INFO | INFORMATION |
| INSUL | INSULATION |
| INT | INTERIOR |
| INTERM | INTERMEDIATE |
| INV | INVERT |
| J | |
| JAN | JANITOR |
| JC | JANITOR'S CLOSET |
| JST | JOIST |
| JT | JOINT |
| K | |
| KIT | KITCHEN |
| KO | KNOCK OUT |
| L | |
| LAM | LAMINATE |
| LAV | LAVATORY |
| LB | POUNDS |
| LT | LIGHT |
| M | |
| MAS | MASONRY |
| MAX | MAXIMUM |
| MECH | MECHANICAL |
| MED | MEDIUM |
| MFR | MANUFACTURER |
| MH | MAN HOLE |
| MIN | MINIMUM |
| MISC | MISCELLANEOUS |
| MO | MASONRY OPENING |
| MTD | MOUNTED |
| MTG | MOUNTING |
| MTL | METAL |
| N | |
| N | NORTH |
| NA | NOT APPLICABLE |
| NIC | NOT IN CONTRACT |
| NO | NUMBER |
| NOM | NOMINAL |
| NTS | NOT TO SCALE |
| O | |
| OA | OUTSIDE AIR |
| OC | ON CENTER |
| OD | OUTSIDE DIAMETER |
| OD | OVERFLOW DRAIN |
| OFCI | OWNER FURNISHED, CONTRACTOR INSTALLED |
| OFOI | OWNER FURNISHED, OWNER INSTALLED |
| OH | OVERHEAD |
| OPG | OPENING |
| OPP | OPPOSITE |
| ORD | OVERFLOW ROOF DRAIN |
| P | |
| PAV | PAVING |
| PBD | PARTICLE BOARD |
| PC | PRECAST |
| PERF | PERFORATED |
| PERIM | PERIMETER |
| PERP | PERPENDICULAR |
| PI. | PLATE |
| PLAM | PLASTIC LAMINATE |
| PLAS | PLASTER |
| PLF | POUNDS PER LINEAR FOOT |
| PLYWD | PLYWOOD |
| PNL | PANEL |
| PNT | PAINT |
| POL | POLISHED |
| PR | PAIR |
| PREFAB | PREFABRICATED |
| PROJ | PROJECT |
| PSF | POUNDS PER SQUARE FOOT |
| PT | PRESSURE TREATED |
| PTD | PAINTED |
| PVC | POLYVINYL CHLORIDE |
| Q | |
| QT | QUARRY TILE |
| QTY | QUANTITY |
| R | |
| RA | RETURN AIR |
| RAD | RADIUS |
| RB | RESILIENT BASE |
| RBR | RUBBER |
| RCP | REFLECTED CEILING PLAN |
| RD | ROOF DRAIN |
| REC | RECOMMENDED |
| REF | REFERENCE |
| REFR | REFRIGERATOR |
| REG | REGISTER |
| REINF | REINFORCED |
| REM | REMOVABLE |
| REQ | REQUIRE/REQUIRED |
| RESIL | RESILIENT |
| REV | REVISION/REVISED |
| RM | ROOM |
| RO | ROUGH OPENING |
| S | |
| S | SOUTH |
| SA | SUPPLY AIR |
| SC | SOLID CORE |
| SCHED | SCHEDULE |
| SD | STORM DRAIN |
| SEC | SECTION |
| SF | SQUARE FEET/FOOT |
| SH | SPRINKLER HEAD |
| SHR | SHOWER |
| SHT | SHEET |
| SIM | SIMILAR |
| SM | SURFACE MOUNTED |
| SP | STANDPIPE |
| SPEC | SPECIFICATION |
| SPKR | SPEAKER |
| SQ | SQUARE |
| SS | STAINLESS STEEL |
| STC | SOUND TRANSMISSION COEFFICIENT |
| STL | STEEL |
| STOR | STORAGE |
| STRG | STRINGER |
| STRUCT | STRUCTURAL |
| SUSP | SUSPENDED |
| SYM | SYMMETRICAL |
| SYS | SYSTEM |
| T | |
| T | TREAD |
| T&B | TOP AND BOTTOM |
| T&G | TONGUE AND GROOVE |
| TB | TOWEL BAR |
| TBD | TO BE DETERMINED |
| TEL | TELEPHONE/TELECOM |
| TEMP | TEMPERED TEMPORARY TEMPERATURE |
| THK | THICKNESS |
| THRU | THROUGH |
| TKBD | TACK BOARD |
| TLT | TOILET |
| TO | TOP OF |
| TOB | TOP OF BEAM |
| TOC | TOP OF CONCRETE |
| TOS | TOP OF STEEL |
| TOW | TOP OF WALL |
| TS | TUBE STEEL |
| TV | TELEVISION |
| TYP | TYPICAL |
| U | |
| UNFIN | UNFINISHED |
| UNO | UNLESS NOTED OTHERWISE |
| UON | UNLESS OTHERWISE NOTED |
| URNL | URINAL |
| V | |
| VAC | VENTILATION AND AIR CONDITIONING |
| VAR | VARIES |
| VCT | VINYL COMPOSITION TILE |
| VERT | VERTICAL |
| VEST | VESTIBULE |
| V/F | VERIFY IN FIELD |
| VP | VISION PANEL |
| VR | VAPOR RETARDER |
| VT | VINYL TILE |
| VWC | VINYL WALL COVERING |
| W | |
| W | WEST |
| W/ | WITH |
| W/O | WITHOUT |
| WC | WATER CLOSET |
| WD | WOOD |
| WIN | WINDOW |
| WM | WIRE MESH |
| WP | WATERPROOF/WATERPROOFING |
| WPM | WATERPROOF MEMBRANE |
| WS | WEATHER-STRIPPING |
| WSCT | WAINSCOT |
| WT | WEIGHT |
| WWF | WELDED WIRE FABRIC |
| WWM | WELDED WIRE MESH |

### Materials Legend

- Earth
- Earth - Undisturbed
- Gravel
- Sand
- Brick
- Masonry
- Concrete
- Steel
- Aluminum
- Wood - Finish
- Wood - Framing
- Plywood
- Insulation - Rigid
- Insulation - Celulose
- Insulation - Batt
- Gypsum
- Shingles
- EIFS Finish



3D Perspective

Jensen Builders and their consultants have completed these design documents to the level of detail requested by our client. The level of detail may range from schematic design document(s) mainly conveying programming information to fully detailed engineered documents and specifications. However, the clients intent and expectations are that these documents be used as the basis for design for an all-inclusive completed project based upon industry standards for all disciplines and governing authorities requirements.

The Contractor acknowledges by submission of their bid that they have a thorough understanding of the project and of the Owner/Landlord's & Tenant's expectations for a completed project. The Contractor also acknowledges that the Contractor has thoroughly reviewed these documents and has requested of the Owner, Tenant, Architect, Engineers or others any and all clarifications, and has received clear answers to said clarifications, required to resolve outstanding issues related to the completeness and accuracy of the design documents for estimating and construction purposes. The Contractor further acknowledges that the Contractor's bid includes all components of construction, including but not limited to: General Requirements, Concrete, Masonry, Metals, Wood, Plastics, Thermal, Moisture, Openings, Finishes, Fire Suppression, Plumbing, HVAC, Electrical, Communications, Safety, Security, Earthwork, Site, Utilities; for a completed project based upon industry standards for all disciplines and governing authorities requirements. Any and all components not included in this bid are identified on the bid submission as "not included in this contract." The design documents do not represent the means and methods of construction. The Contractor also acknowledges sequencing and means and methods of construction shall be the sole responsibility of the Contractor, and any and all costs associated with the means and methods of construction are included in the base bid.

### Drawing Index


GENERAL
G100 Cover Sheet

STRUCTURAL
S101 Structural Foundation Plan
S102 Upper Floor Level Framing Plan
S103 Structural Details

ARCHITECTURAL
A101 Main Floor Level Plan
A102 Upper Floor Level Plan
A103 Roof Plan
A110 Main Floor Level Reflected Ceiling Plan
A111 Upper Floor Level Reflected Ceiling Plan
A201 Exterior Elevations
A301 Building Sections and Wall Styles
A302 Stair Sections and Details
A401 Door & Finish Schedules and Details
A402 Enlarged Plans, Interior Elevations and Casework Sections
A403 Enlarged Floor Plans and Interior Elevations


NOT FOR CONSTRUCTION


JENSEN Limited BUILDERS
1983 35 YEARS 2018
JENSEN BUILDERS, LTD.
Design-Build General Contractor

1175 South 32nd Street
Fort Dodge, IA 50501
Phone: (515) 573-3292
Fax: (515) 573-5146

2097 NE 60th Avenue
Des Moines, IA 50313
Phone: (515) 292-5000
Fax: (515) 292-5100

www.jensenbuilders.com


**Office/Shop Waterloo Facility**
**Mid Country Machinery, Inc**
**Waterloo, Iowa**

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 01-06-2022 | Preliminary 1 |
| 2 | 03-01-2022 | Preliminary 2 |
| 3 | 03-04-2022 | Preliminary 3 |

| | |
|---|---|
| PROJECT NO: | 22_004 22-xxx |
| DRAWN BY: | CEB |
| CHECKED BY: | Checker |
| CHECKED BY: | |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SHEET TITLE

**Cover Sheet**

**G100**

SHEET: OF: 4


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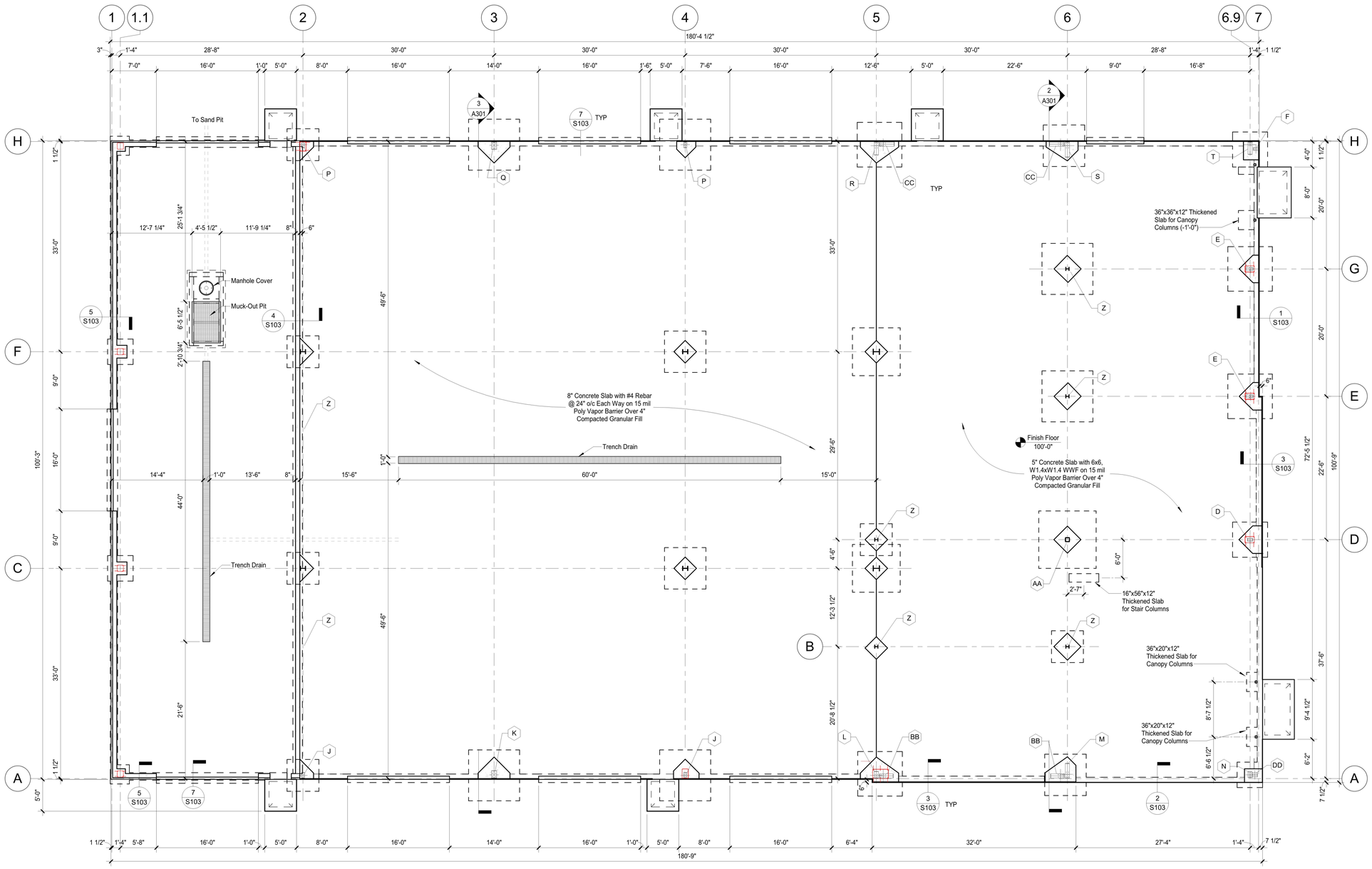
## General Foundation Notes

(A) Refers to Chief anchor bolt "Mark" Chief order number B3017629.

1. All anchor bolts shall conform to ASTM F1554 - 36ksi.
2. Base of all column elevations = 100'-0" unless noted otherwise.
3. Concrete foundations to be 3,000psi - Concrete slabs to be 4,000 pst.
4. All reinforcing to be grade 60.
5. #4 bar lap = 2'-0" - #5 bar lap = 3'-4" - #6 bar lap = 4'-0".
6. Foundation design base on 2,000psf soil bearing capacity.
7. Foundation wall reinforcing shall continue through column footings.
8. Changes in elevation for footings and foundation walls are for design intent only. Actual elevations shall be verified with final grade during construction. Maintain 42" minimum frost protection on all footings.
9. All concrete shall be saw cut. If saw cuts are not specified contact Architect or Engineer. If possible saw cut under demising walls.
10. Concrete to be placed over dry sub-grade to prevent heaving in winter.
11. Forms where concrete is to be exposed shall be smooth and free from defects.
12. Exterior paving to be 1 1/2" lower than interior finish floor sloping away from building. Where no paving, top of grade to be a minimum of 6" below finish floor.
13. Concrete slab shall be installed true to a plane with no deviations greater than 1/4" in 10'-0" in any direction and free from blemishes and trowel marks.
14. Apply trowel finish to monolithic slab surface exposed to view and slab surface to be covered with resilient flooring, carpet, ceramic or quarry tile,pain, or another thin film-finish coating system. Grind smooth any surface defects that would telegraph through applied floor coverings system.
15. Apply a non-slip finish perpendicular to main traffic route to all exterior concrete platforms, steps, and ramps.
16. All concrete shall be reinforced unless otherwise noted.
17. Prior to commencing work contractor to verify elevation of existing floor. Contractor to ensure alignment of new and existing floor elevations.




A S101 **Foundation Plan**
1/8" = 1'-0"
1/8" = 1'-0" Scale in Feet

NOT FOR CONSTRUCTION


JENSEN Limited BUILDERS
1983 35 YEARS 2018
JENSEN BUILDERS, LTD.
Design-Build General Contractor
1175 South 32nd Street
Fort Dodge, IA 50501
Phone: (515) 573-3292
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2097 NE 60th Avenue
Des Moines, IA 50313
Phone: (515) 292-5000
Fax: (515) 292-5100
www.jensenbuilders.com


# Office/Shop Waterloo Facility
# Mid Country Machinery, Inc
## Waterloo, Iowa

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 03-01-2022 | Preliminary 2 |

PROJECT NO: 22_004 22-xxx
DRAWN BY: CEB
CHECKED BY: Checker
CHECKED BY:
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SHEET TITLE

**Structural Foundation Plan**

**S101**

SHEET: 4 OF: 4

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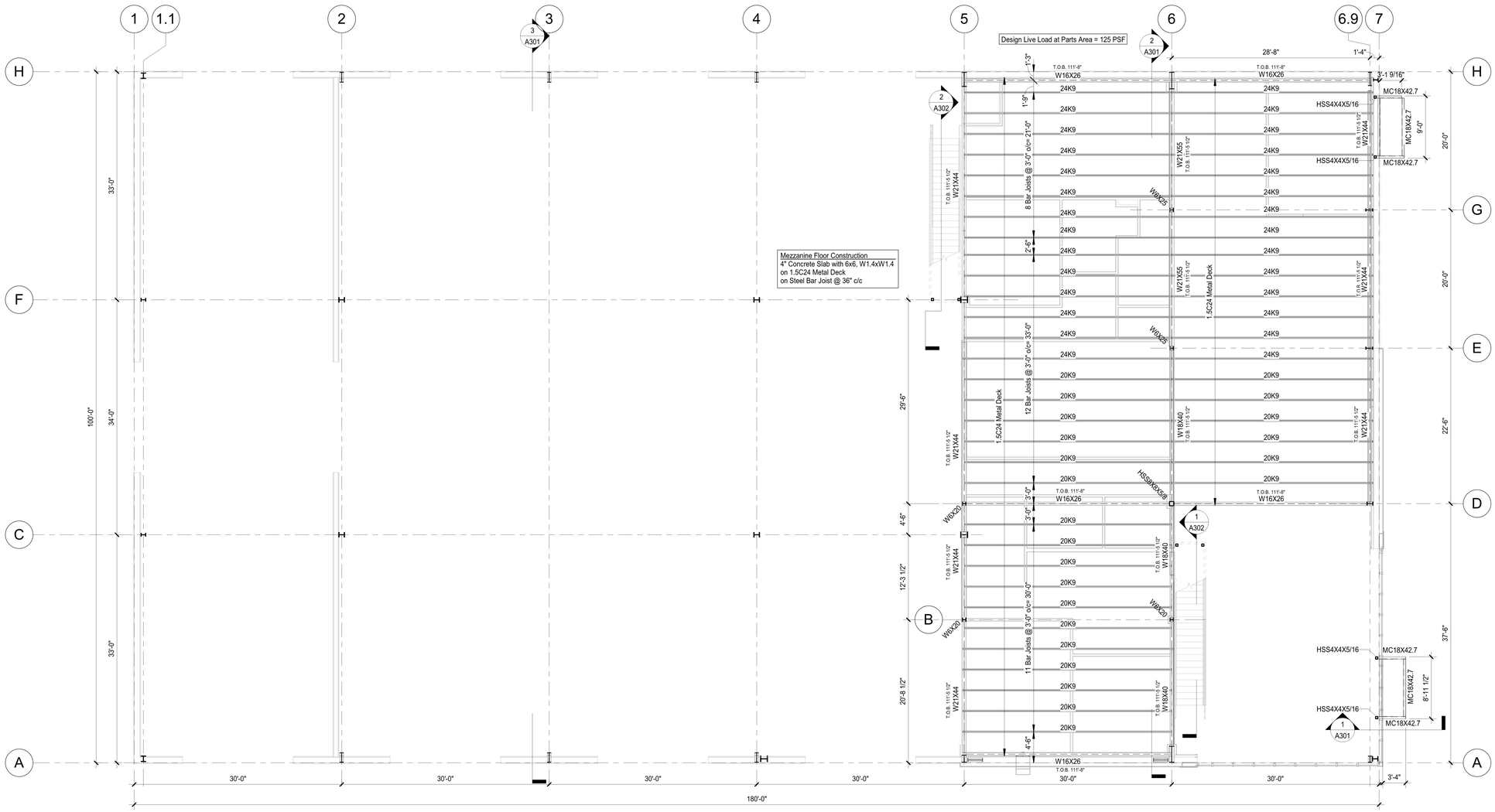


True

Plan

1 S102 **Upper Floor Level Framing Plan**

1/8" = 1'-0"

1/8" = 1'-0" Scale in Feet

0 4 8 16

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**JENSEN BUILDERS, LTD.**
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Fax: (515) 292-5100

www.jensenbuilders.com

# Office/Shop Waterloo Facility
## Mid Country Machinery, Inc
Waterloo, Iowa

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 01-28-2022 | Structural |
| 2 | 03-01-2022 | Preliminary 2 |

| | |
|---|---|
| PROJECT NO: | 22_004 22-xxx |
| DRAWN BY: | CEB |
| CHECKED BY: | Checker |
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SHEET TITLE

**Upper Floor Level Framing Plan**

**S102**

SHEET: OF: 4

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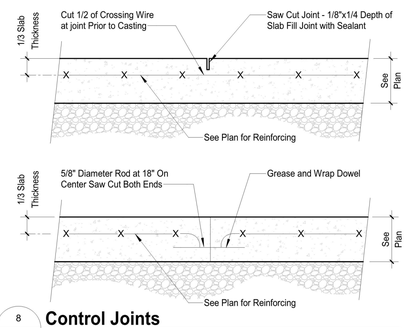
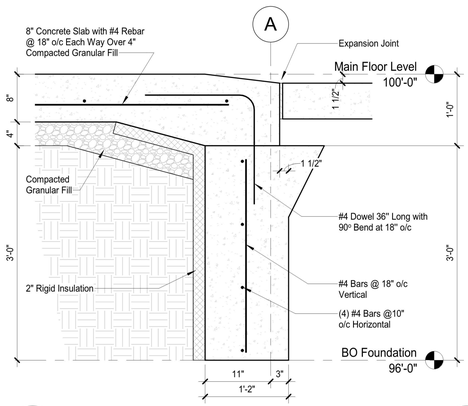
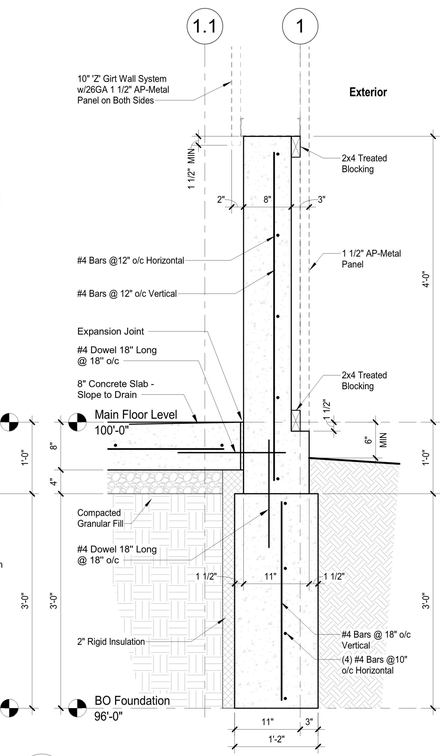
**Note:**
Maximum Joint Spacing Shall be 30 Times the slab thickness in each direction unless shown otherwise on plan



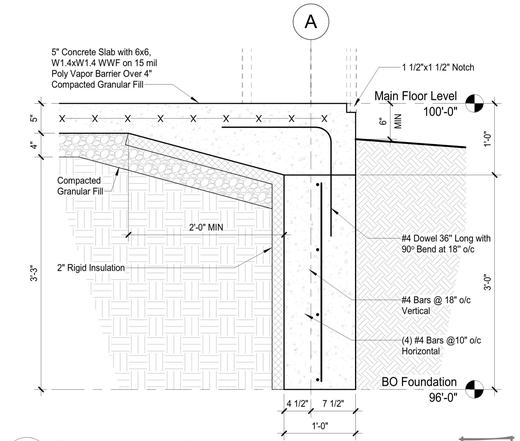

8 / S103 **Control Joints**
1 1/2" = 1'-0"



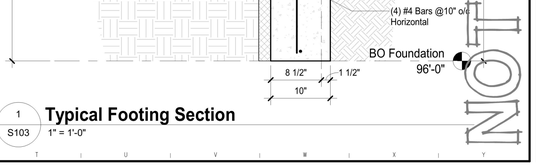

7 / S103 **Typical Footing Section at OHD**
1" = 1'-0"



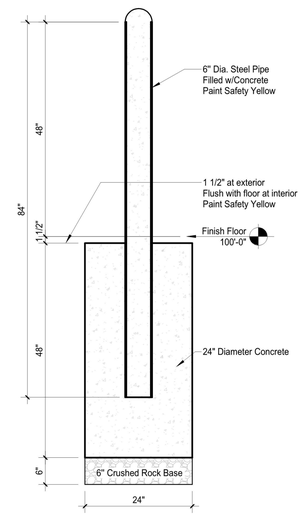

5 / S103 **Footing Section at Wash Bay (Ext Wall)**
1" = 1'-0"



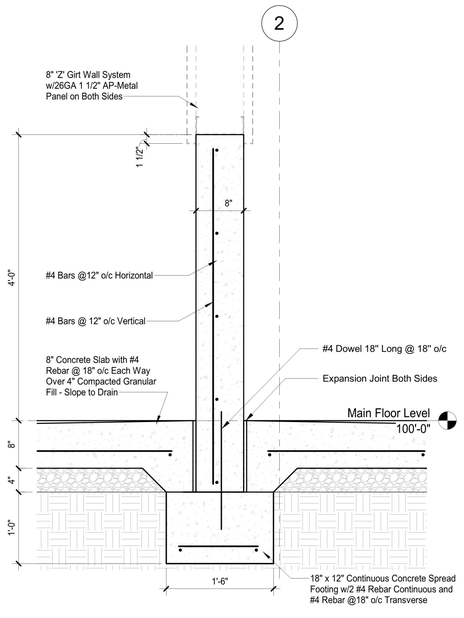

3 / S103 **Typical Footing Section at Horizontal Siding**
1" = 1'-0"




2 / S103 **Typical Footing Section at Storefront**
1" = 1'-0"




6 / S103 **Pipe Bollard Section**
3/4" = 1'-0"




4 / S103 **Thickend Slab Detail @ Wash Bay (Int Wall)**
1" = 1'-0"




1 / S103 **Typical Footing Section**
1" = 1'-0"

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# Office/Shop Waterloo Facility
# Mid Country Machinery, Inc
Waterloo, Iowa

| # | DATE | DESCRIPTION |
|---|---|---|
| | | |

| | |
|---|---|
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| DRAWN BY: | CEB |
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SHEET TITLE

**Structural Details**

**S103**

SHEET: OF: 4

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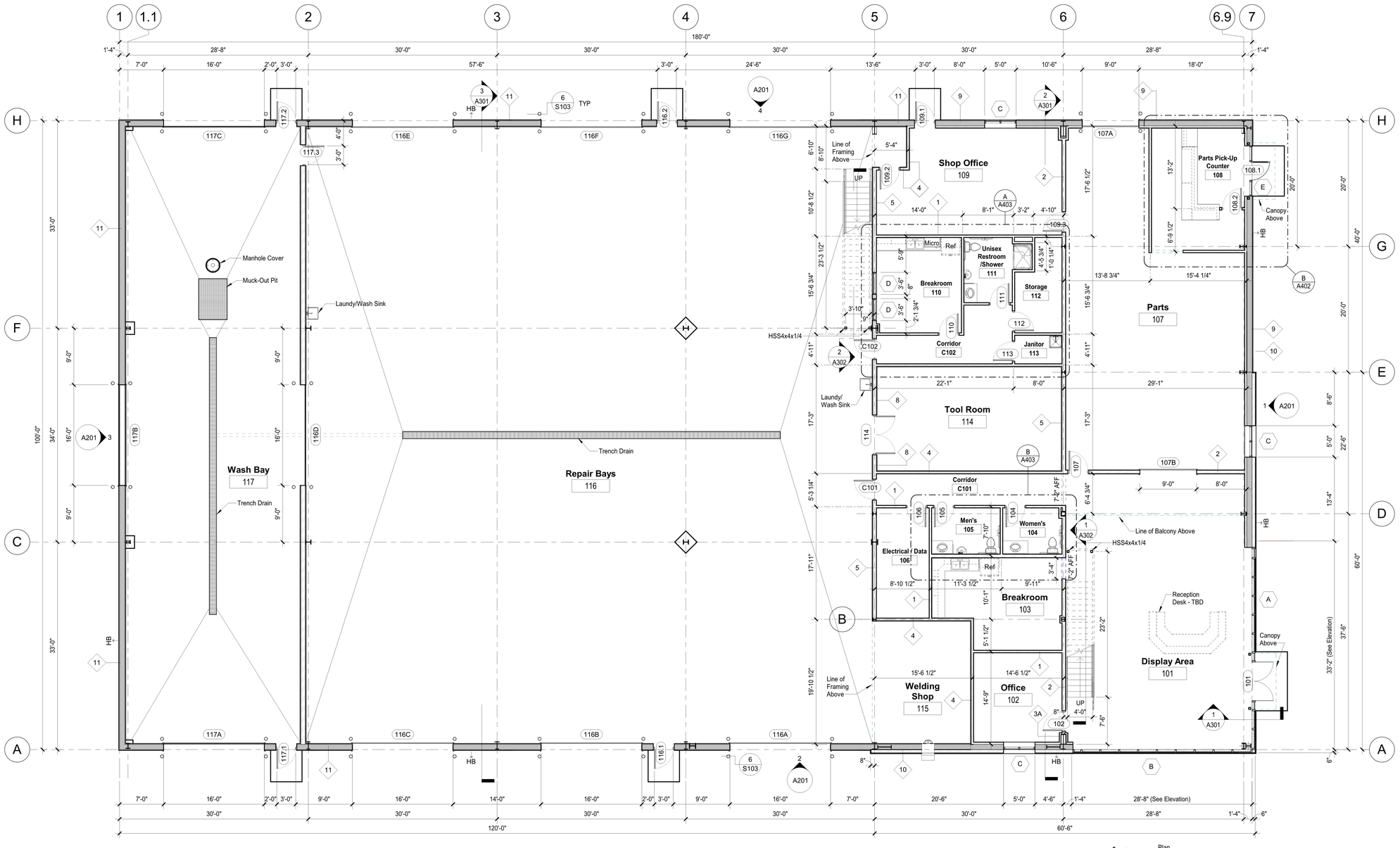
## General Construction Notes

1. All work shall be completed in accordance with locally adopted building codes and ordinances.
2. Contractor to coordinate their work with the work of all other trades to ensure proper sequencing of installation.
3. Contractor to verify actual dimensions and conditions with respect to the extent of work indicated prior to commencement of this project. Notify the Architect immediately of significant discrepancies which may impact aesthetics, durability, cost and/or schedules.
4. Dimensions are to face of existing finish material, face of new studs or centerline of structure unless noted otherwise.
5. The owner shall be notified of all utility shutoff, temporary or permanent, 48 hours prior to shutoff. All shutoffs shall be coordinated with the owner to minimize the impact on the owner's operations.
6. All site information, fixtures and equipment shown is provided for coordination purposes only. The layout is considered conceptual. Refer to civil, mechanical, electrical, plumbing, fire and life safety, etc.. for specific design information.
7. Provide positive drainage of surface water away from building without ponding of water adjacent to building or on pavements.
8. Contractor to coordinate all above ceiling attic work lighting, ductwork or other systems to ensure interference conditions are avoided.
9. Caulk and seal all expansion - control joints, saw cut joints at all interior and exterior masonry and concrete.
10. Provide adequate wood blocking for millwork, fixtures, equipment, plumbing fixtures and accessories, electric panels. roof access ladder, furniture or by owner items, etc..
11. All openings through walls, floors, ceiling or other that are not being reused or were created during construction shall be patched with like materials and colored to match existing.
12. All conduits, pipes, wiring, rough-in, etc.. should be held as tight as possible to supporting construction, or be kept inside wall cavities. Nothing shall be below the main edge of roof supporting structural components, nothing shall be exposed in finished spaces, nothing shall prevent a smooth finished surface as noted on the drawings - plumbing shall not be ran in exterior walls. Placement coordination between the trades is required.
13. Damage to existing building materials shall be repaired or replaced to the owners satisfaction at the contractor expense.
14. Touch-up and restore finishes where damaged by construction efforts. Remove spilled, splashed and spotted paints or stains from all surfaces. Take care not to mar surfaces during the cleaning process. Remove from the premises rubbish and accumulated materials of any nature not caused by others so as to leave the work area clean, orderly and acceptable condition.

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# Office/Shop Waterloo Facility
## Mid Country Machinery, Inc
### Waterloo, Iowa

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SHEET TITLE

**Main Floor Level Plan**

**A101**

SHEET: OF: 4

## General Construction Notes

1. All work shall be completed in accordance with locally adopted building codes and ordinances.
2. Contractor to coordinate their work with the work of all other trades to ensure proper sequencing of installation.
3. Contractor to verify actual dimensions and conditions with respect to the extent of work indicated prior to commencement of this project. Notify the Architect immediately of significant discrepancies which may impact aesthetics, durability, cost and/or schedules.
4. Dimensions are to face of existing finish material, face of new studs or centerline of structure unless noted otherwise.
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7. Provide positive drainage of surface water away from building without ponding of water adjacent to building or on pavements.
8. Contractor to coordinate all above ceiling attic work lighting, ductwork or other systems to ensure interference conditions are avoided.
9. Caulk and seal all expansion - control joints, saw cut joints at all interior and exterior masonry and concrete.
10. Provide adequate wood blocking for millwork, fixtures, equipment, plumbing fixtures and accessories, electric panels. roof access ladder, furniture or by owner items, etc..
11. All openings through walls, floors, ceiling or other that are not being reused or were created during construction shall be patched with like materials and colored to match existing.
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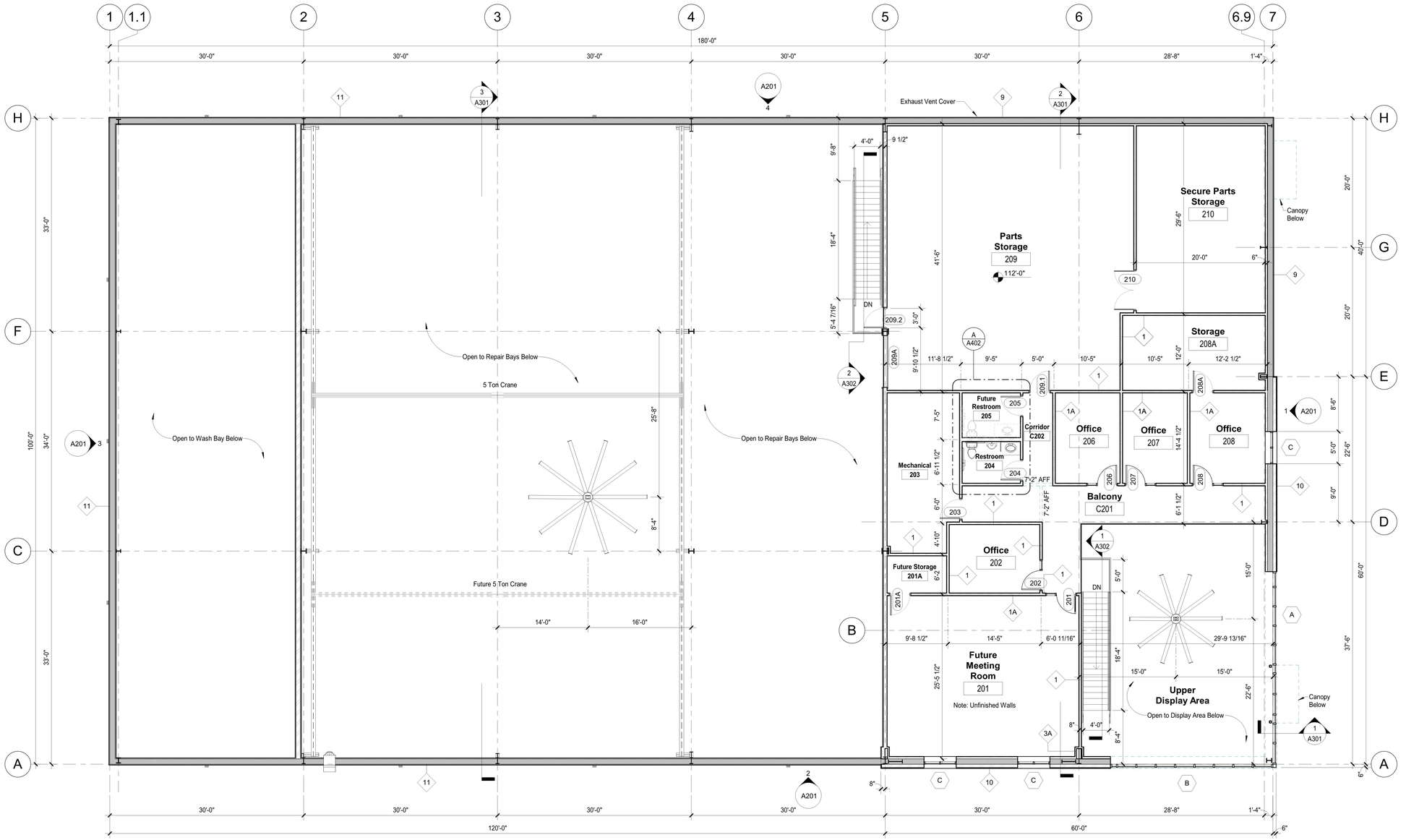


Plan

A A102 **Upper Floor Level Plan**

1/8" = 1'-0"

1/8" = 1'-0" Scale in Feet

0 4 8 16

NOT FOR CONSTRUCTION


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## Waterloo, Iowa

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| 2 | 03-01-2022 | Preliminary 2 |
| 3 | 03-04-2022 | Preliminary 3 |

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CHECKED BY: Checker
CHECKED BY:
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SHEET TITLE

**Upper Floor Level Plan**

**A102**

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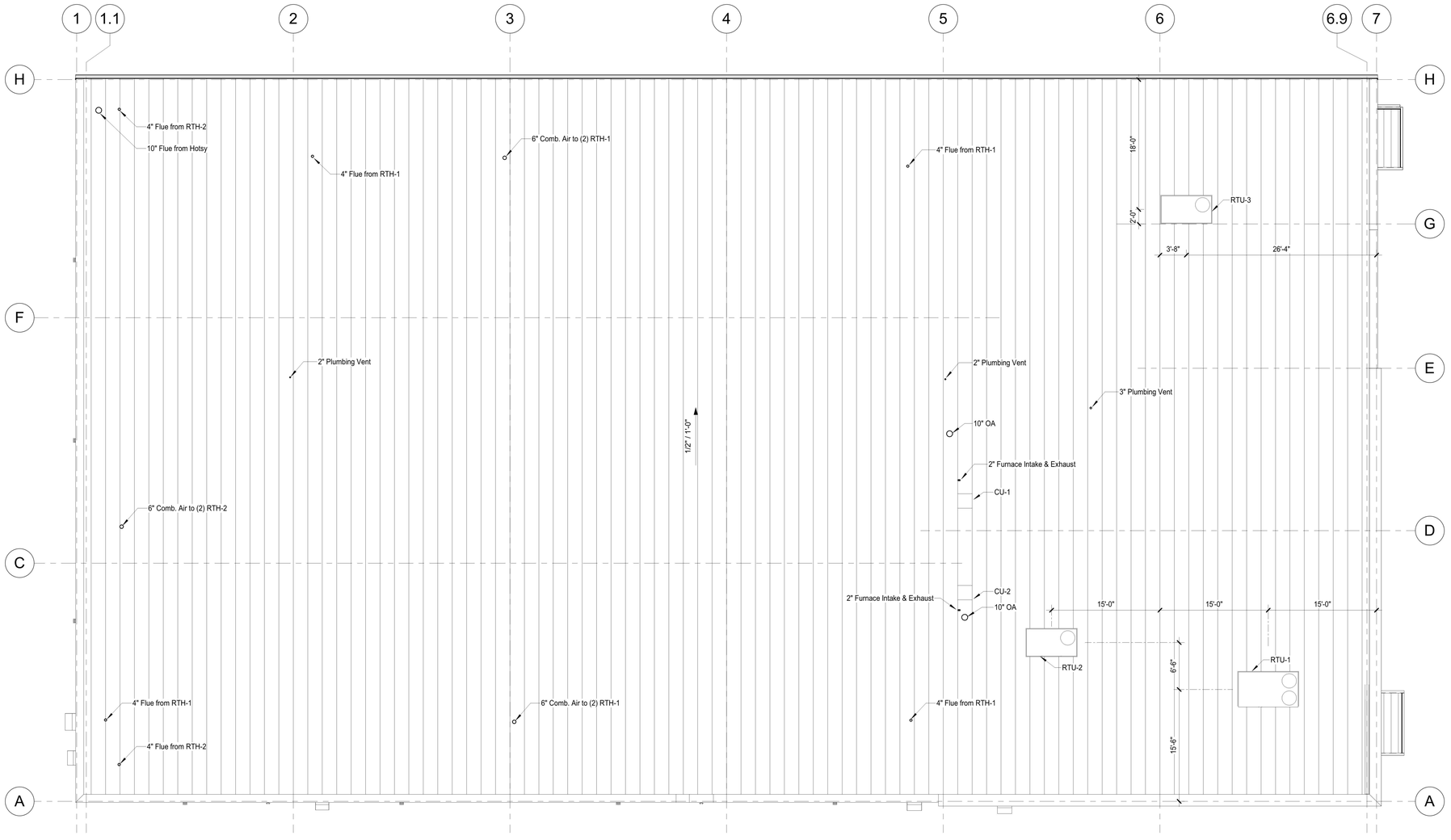


True

Plan

1 / A103 **Roof Plan**

1/8" = 1'-0"

1/8" = 1'-0" Scale in Feet

0 4 8 16

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## Waterloo, Iowa

| # | DATE | DESCRIPTION |
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| 2 | 03-04-2022 | Preliminary 3 |

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**Roof Plan**

**A103**

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## Lighting Symbols

- 2x4 Fluorescent troffer with prismatic lens, electronic ballast and t8 lamps
- 2x4 Fluorescent troffer with parabolic lens, electronic ballast and t8 lamps
- 2x4 LED fixture with prismatic lens
- 1x4 Fluorescent surface mounted fixture with prismatic lens, electronic ballast and t8 lamps
- 1x4 Fluorescent pendant fixture with prismatic lens, electronic ballast and t8 lamps
- Under cabinet fixture
- Pendant fixture
- Wall mounted exterior fixture
- Recessed can light
- Directional recessed mini can light

The intent of this plan is for LAYOUT purposes ONLY. Building codes shall govern materials and installation guidelines. All lights to be of the highest energy efficiency.

## General Ceiling Notes

1. Ceiling grid to be centered each way within rooms and are as shown on the reflected ceiling plan, unless noted otherwise.
2. All electrical, mechanical, plumbing and fire protection devices are to be centered within ceiling panels, unless noted otherwise.
3. Refer to mechanical, electrical, plumbing and fire protection (if applicable) drawings for ductwork, devices, equipment and fixtures not shown on the reflected ceiling plans. Coordinate location of these items with those shown.
4. In rooms and/or areas scheduled to have exposed structure, all materials and finishes to extend to underside of roof or floor deck, unless noted otherwise.
5. Wall gypsum board shall extend 6" minimum above highest adjacent ceiling at partitions not identified to be full-height. Brace top of wall to structure above with framing at 48" on center.
6. Gypsum board vertical returns on soffits and bulkheads to extend 6" minimum above highest adjacent ceiling height, unless noted otherwise.
7. Coordinate locations of access panels located in ceilings with all other trades to avoid interference conditions. Verify panel location with Architect.
8. Paint all exposed steel, conduit, ductwork, piping, etc.. in rooms and/or areas noted or scheduled to receive panted finishes.
9. Provide support wire above the ceiling at 2'-0" on center on ceiling grid members around all ceiling mounted projection screen locations noted on the drawings.
10. Escutcheons at all ceiling penetrations provided by ceiling installer, unless noted otherwise.
11. Hold gypsum board and/or cement board 1/2" off steel structure.




True Plan

A110 Main Floor Level Reflected Ceiling Plan

1/8" = 1'-0"

1/8" = 1'-0" Scale in Feet

0 4 8 16

NOT FOR CONSTRUCTION

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### Waterloo, Iowa

| # | DATE | DESCRIPTION |
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SHEET TITLE

**Main Floor Level Reflected Ceiling Plan**

**A110**

SHEET: 22 OF: 4

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## Lighting Symbols

- 2x4 Fluorescent troffer with prismatic lens, electronic ballast and t8 lamps
- 2x4 Fluorescent troffer with parabolic lens, electronic ballast and t8 lamps
- 2x4 LED fixture with prismatic lens
- 1x4 Fluorescent surface mounted fixture with prismatic lens, electronic ballast and t8 lamps
- 1x4 Fluorescent pendant fixture with prismatic lens, electronic ballast and t8 lamps
- Under cabinet fixture
- Pendant fixture
- Wall mounted exterior fixture
- Recessed can light
- Directional recessed mini can light

The intent of this plan is for LAYOUT purposes ONLY. Building codes shall govern materials and installation guidelines. All lights to be of the highest energy efficiency.

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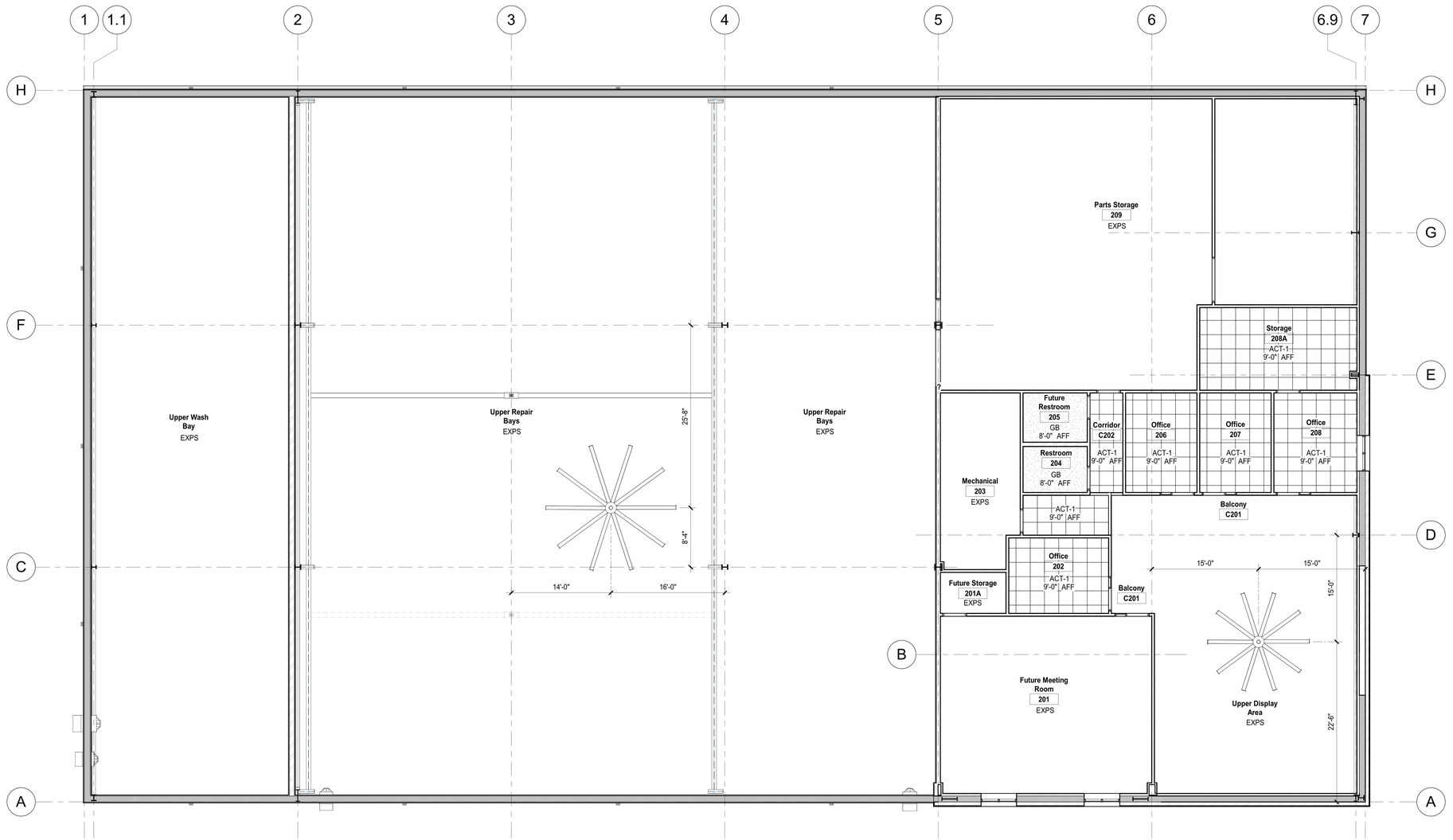
9. Provide support wire above the ceiling at 2'-0" on center on ceiling grid members around all ceiling mounted projection screen locations noted on the drawings.
10. Escutcheons at all ceiling penetrations provided by ceiling installer, unless noted otherwise.
11. Hold gypsum board and/or cement board 1/2" off steel structure.




True

Plan

A111 — **Upper Floor Level Reflected Ceiling Plan**

1/8" = 1'-0"

1/8" = 1'-0" Scale in Feet

0 4 8 16

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Design-Build General Contractor

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Waterloo, Iowa

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| 3 | 03-04-2022 | Preliminary 3 |

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SHEET TITLE

**Upper Floor Level Reflected Ceiling Plan**

**A111**

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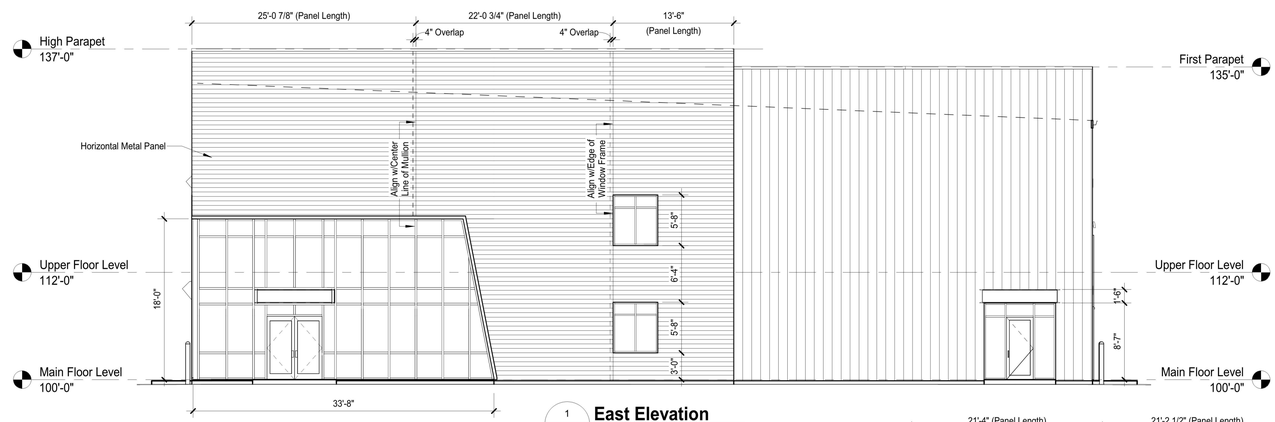
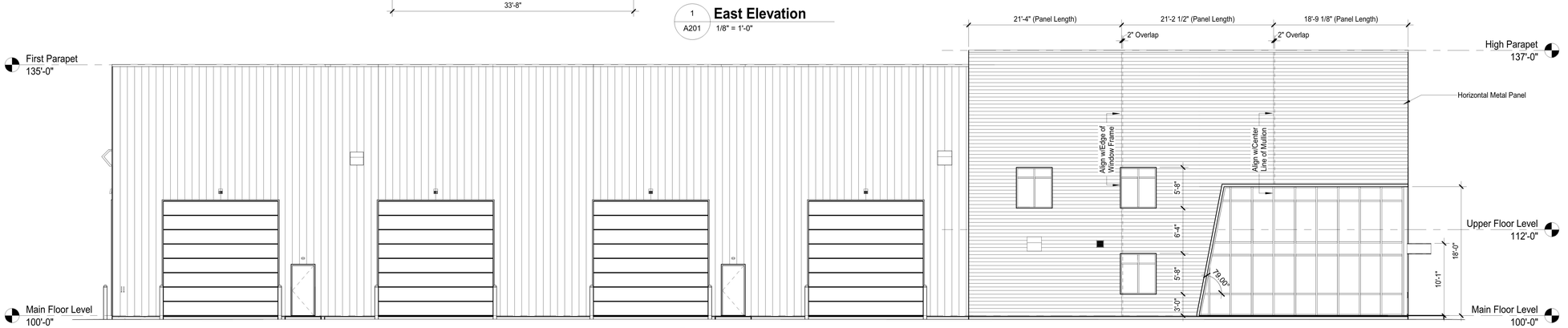
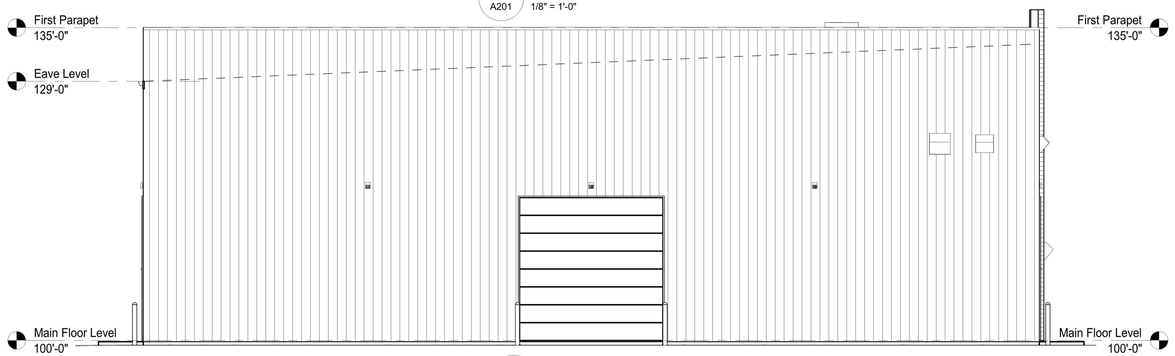


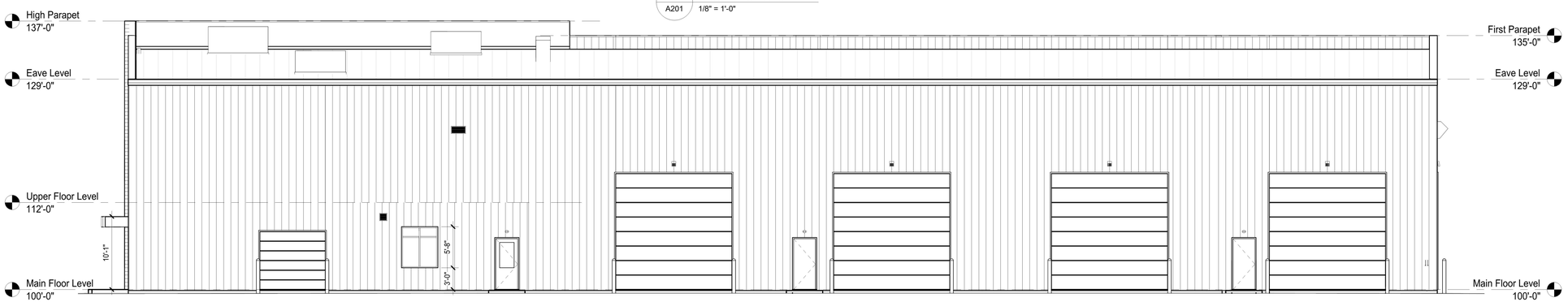

1 A201 **East Elevation** 1/8" = 1'-0"




2 A201 **South Elevation** 1/8" = 1'-0"




3 A201 **West Elevation** 1/8" = 1'-0"




4 A201 **North Elevation** 1/8" = 1'-0"

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# Office/Shop Waterloo Facility
# Mid Country Machinery, Inc
## Waterloo, Iowa

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**Exterior Elevations**

**A201**

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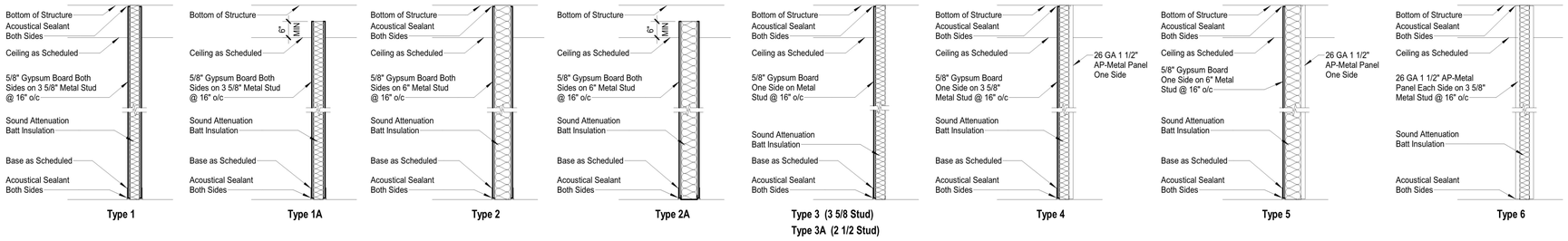
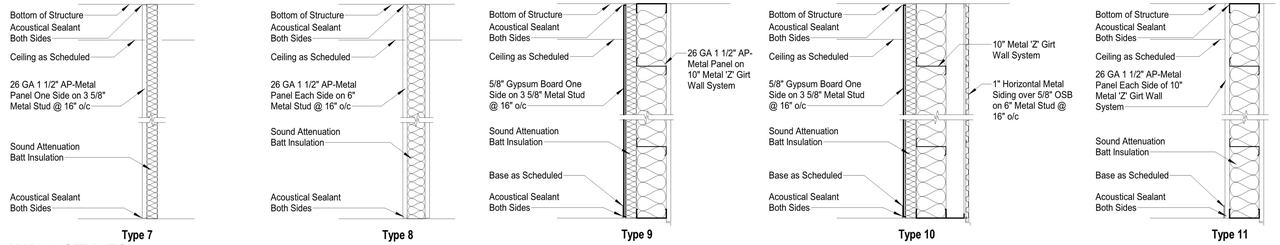
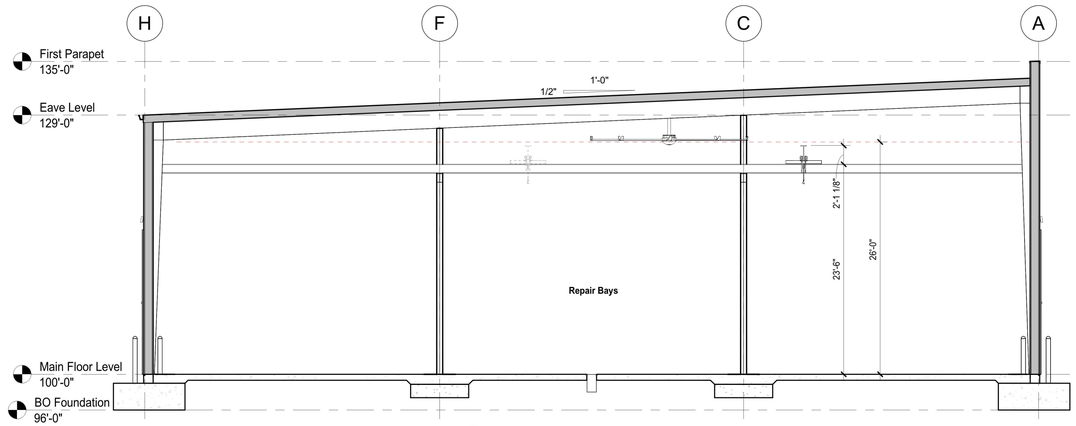


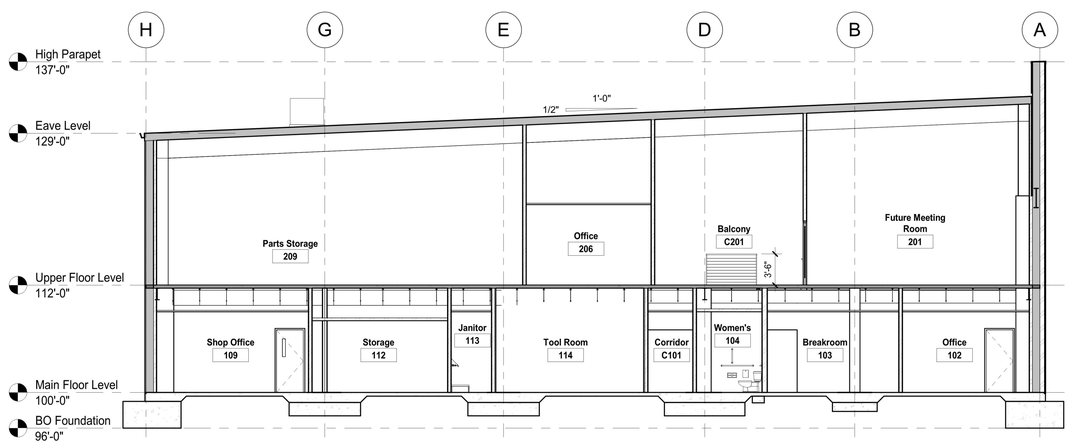




## WALL STYLES

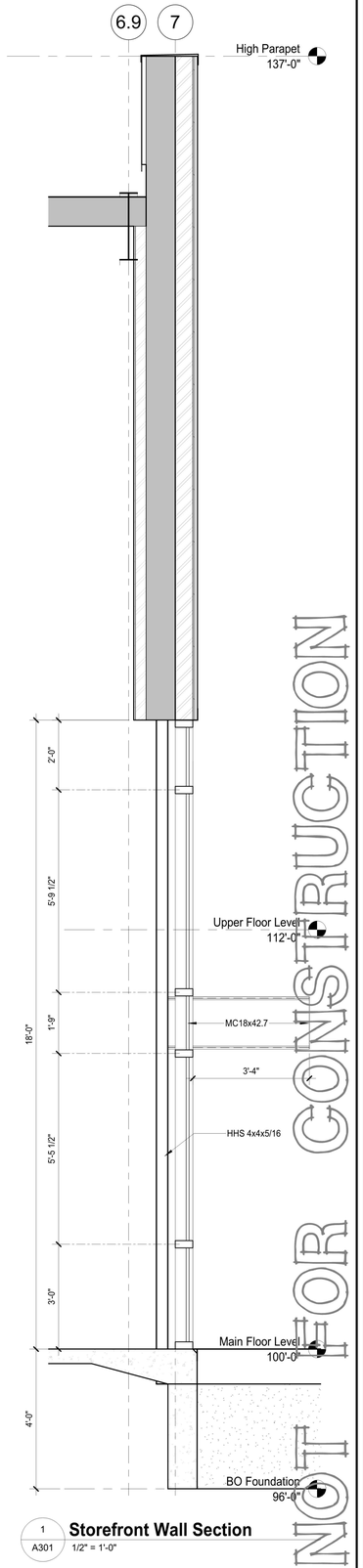
1/2" = 1'-0"




3 / A301 **Building Section at Repair Bays**
1/8" = 1'-0"




2 / A301 **Building Section**
1/8" = 1'-0"




1 / A301 **Storefront Wall Section**
1/2" = 1'-0"

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JENSEN Limited BUILDERS 35 YEARS 1983 2018

**JENSEN BUILDERS, LTD.**

Design-Build General Contractor

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Fort Dodge, IA 50501
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2097 NE 60th Avenue
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Phone: (515) 292-5000
Fax: (515) 292-5100

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# Office/Shop Waterloo Facility
# Mid Country Machinery, Inc
## Waterloo, Iowa

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 01-06-2022 | Preliminary 1 |
| 2 | 03-01-2022 | Preliminary 2 |

| | |
|---|---|
| PROJECT NO: | 22_004 22-xxx |
| DRAWN BY: | CEB |
| CHECKED BY: | Checker |
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**Building Sections and Wall Styles**

**A301**

SHEET: 25 OF: 4

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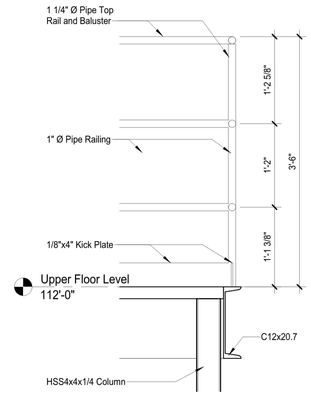
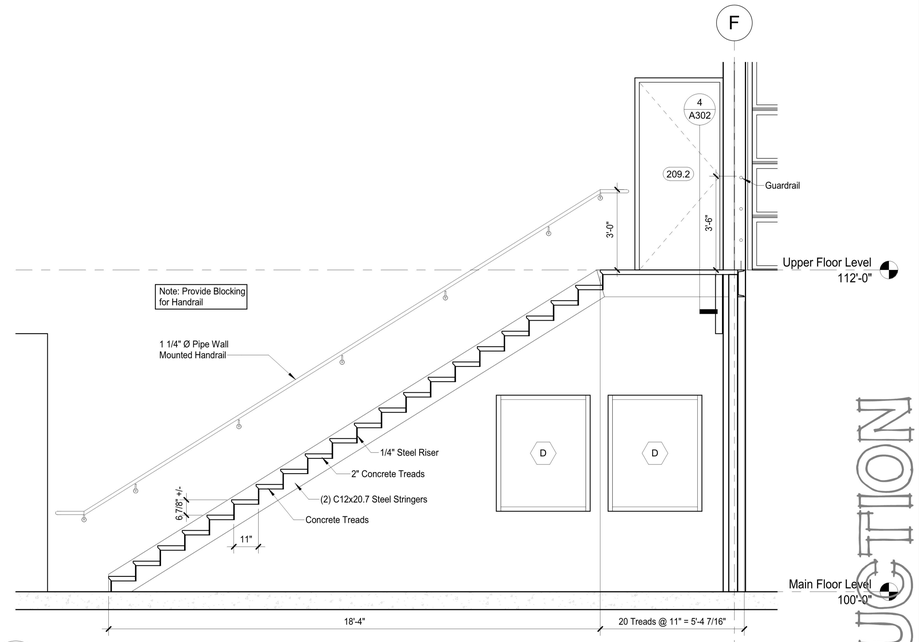
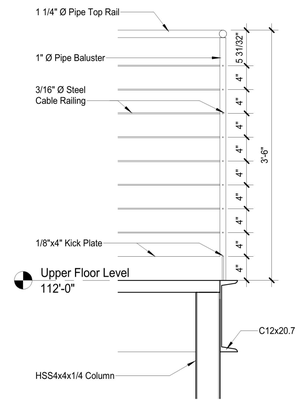


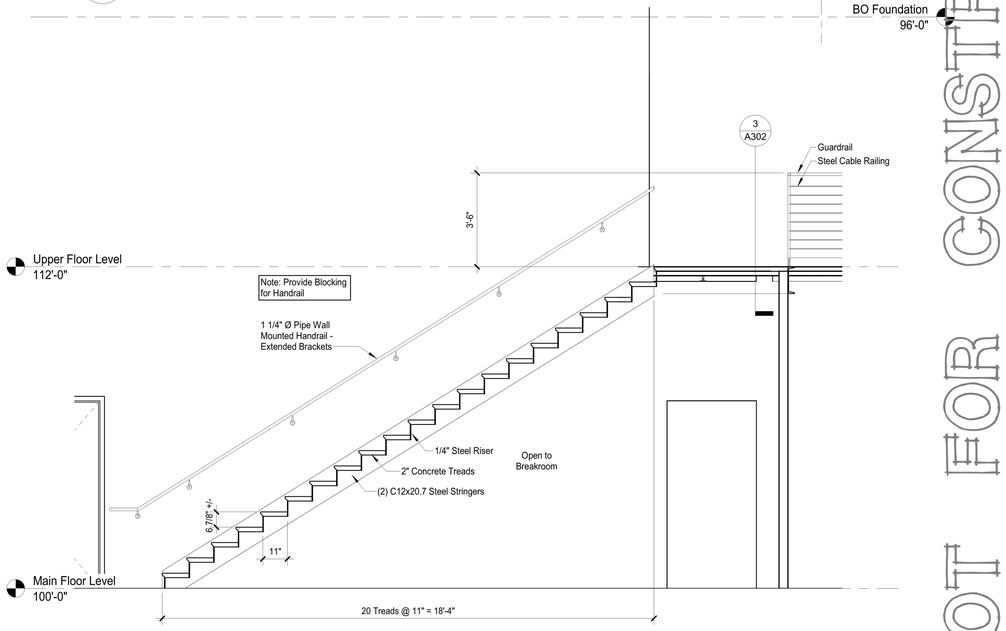

4 A302 **Stair Guardrail Section**
1" = 1'-0"




2 A302 **Stair Section - Repair Bays (117)**
3/8" = 1'-0"




3 A302 **Stair Cable Guardrail Section**
1" = 1'-0"




1 A302 **Stair Section - Display Area (101)**
3/8" = 1'-0"

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**Stair Sections and Details**

**A302**

SHEET: OF: 4

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## Finish Materials List

**FLOORS:**

| | |
|---|---|
| CPTT | Carpet Tile, Patcraft, Series Action Planks, Size, Color |
| EP | Epoxy 1/8" thick seamless Chip/Flake or Hybrid flooring system with light traction surface, Brand, Color |
| PC | Polished Concrete, Level 1 Grind, Salt & Pepper |
| PT-1 | Porcelain Tile with traction surface, Brand, Style, Color, Latapoxy 2000 Grout |
| LVT-1 | Luxury Vinyl Tile, Patcraft, Subtractive Layers, Size, Color |
| SC | Sealed Concrete |

**BASE:**

| | |
|---|---|
| COVE | 4" High Epoxy 1/8" thick seamless Chip/Flake or Hybrid flooring system |
| RB | 4" Rubber Base with premolded inside and outside corners, Brand, Color |
| VB | Vinyl Base with premolded inside and outside corners, Brand, Color |

**WALLS:**

| | |
|---|---|
| GB | Gypsum Board, Unfinished tape and float only |
| LP | Metal Liner Panel |
| PNT-1 | Paint, Brand, Color |
| PNT-2 | Paint, Brand, Color |
| VWC | Vinyl Wall Covering, Commercial Grade minimum 0.08 gauge heat weld seams, Use Cant Strip at integral base, Brand, Color |

**CEILINGS:**

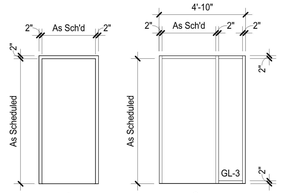
| | |
|---|---|
| ACT-1 | Lay-in Acoustical Tile Ceiling System, 24"x24" Tile, Sag Resistant, Beveled edge |
| GB | Gypsum Board, Unfinished tape and float only |
| PNT-3 | Paint, Brand, Color |
| EXPS | Exposed |

## ROOM FINISH SCHEDULE

| Room No | Room Name | Floor | Base | Walls | | | | Ceiling | | Remarks |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | North | East | West | South | Finish | Height | |
| 101 | Display Area | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | EXPS | 32'-0" | |
| 102 | Office | CPTT | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | ACT-1 | 9'-0" | |
| 103 | Breakroom | SC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | ACT-1 | 9'-0" | |
| 104 | Women's | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | GB/PNT-2 | 8'-0" | |
| 105 | Men's | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | GB/PNT-2 | 8'-0" | |
| 106 | Electrical / Data | SC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | EXPS | 11'-6" | |
| 107 | Parts | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | EXPS | 11'-6" | |
| 108 | Parts Pick-Up Counter | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | ACT-1 | 9'-0" | |
| 108A | Parts Counter | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | ACT-1 | 9'-0" | |
| 109 | Shop Office | SC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | EXPS | 11'-6" | |
| 110 | Breakroom | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | GB/PNT-2 | 8'-0" | |
| 111 | Unisex Restroom /Shower | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | GB/PNT-2 | 8'-0" | |
| 112 | Storage | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | GB/PNT-2 | 8'-0" | |
| 113 | Janitor | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | ACT-1 | 9'-0" | |
| 114 | Tool Room | SC | - | LP | LP | LP | LP | EXPS | 11'-6" | |
| 115 | Welding Shop | PC | - | LP | LP | LP | LP | EXPS | 11'-6" | |
| 116 | Repair Bays | SC | - | LP | LP | LP | LP | EXPS | 32'-0" | |
| 117 | Wash Bay | SC/LB | - | LP | LP | LP | LP | EXPS | 32'-0" | LP Starts @ 48" AFF, Ceiling HT Varies |
| 201 | Future Meeting Room | PC | - | GB | GB | GB | GB | ACT-1 | 9'-0" | |
| 201A | Future Storage | SC | - | PNT-1 | PNT-1 | PNT-1 | PNT-1 | | | |
| 202 | Office | CPTT | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | ACT-1 | 9'-0" | |
| 203 | Mechanical | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | EXPS | 16'-2" | |
| 204 | Restroom | PC | VB | GB/PNT-2 | GB/PNT-2 | GB/PNT-2 | GB/PNT-2 | GB/PNT-2 | 8'-0" | |
| 205 | Future Restroom | PC | - | GB | GB | GB | GB | GB/PNT-2 | 8'-0" | |
| 206 | Office | CPTT | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | ACT-1 | 9'-0" | |
| 207 | Office | CPTT | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | ACT-1 | 9'-0" | |
| 208 | Office | CPTT | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | ACT-1 | 9'-0" | |
| 208A | Storage | CPTT | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | ACT-1 | 9'-0" | |
| 209 | Parts Storage | SC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | EXPS | 16'-2" | |
| 210 | Secure Parts Storage | SC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | EXPS | 16'-2" | |
| C101 | Corridor | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | ACT-1 | 9'-0" | |
| C102 | Corridor | PC | VB | LP | LP | LP | LP | ACT-1 | 9'-0" | |
| C201 | Balcony | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | ACT-1 | 9'-0" | |
| C202 | Corridor | PC | VB | PNT-1 | PNT-1 | PNT-1 | PNT-1 | ACT-1 | 9'-0" | |

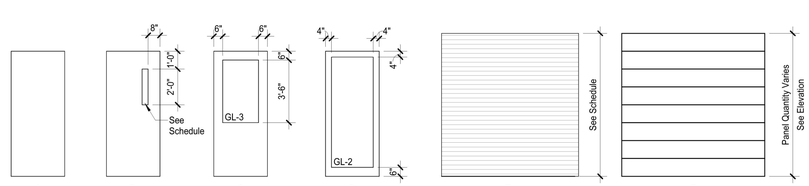
## DOOR AND OPENING SCHEDULE

| Door No | Room Name | Door Panel | | | | | | Door Frame | | Comments |
|---|---|---|---|---|---|---|---|---|---|---|
| | | Width | Height | Thickness | Material | Type | Glazing | Door Rating | Material | Type | |
| 101 | Display Area | 6'-2" | 7'-1" | 1 3/4" | Alum | D | GL-2 | | Alum | A | |
| 102 | Office | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 1 | |
| 104 | Women's | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 1 | |
| 105 | Men's | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 1 | |
| 106 | Electrical / Data | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 1 | |
| 107 | Parts | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 1 | |
| 107A | Parts | 9'-0" | 8'-0" | 2" | STL | F | | | STL | 1 | Overhead |
| 107B | Parts | 9'-0" | 8'-0" | 2" | STL | F | | | STL | 1 | Overhead |
| 108.1 | Parts Pick-Up Counter | 3'-0" | 7'-0" | 1 3/4" | Alum | D | GL-2 | | Alum | E | |
| 108.2 | Parts Pick-Up Counter | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | WD | 1 | |
| 109.1 | Shop Office | 3'-0" | 7'-0" | 1 3/4" | HM | B | GL-2 | | HM | 1 | |
| 109.2 | Shop Office | 3'-0" | 7'-0" | 1 3/4" | HM | C | GL-3 | | HM | 1 | |
| 109.3 | Shop Office | 3'-0" | 7'-0" | 1 3/4" | HM | B | GL-2 | | HM | 1 | |
| 110 | Breakroom | 3'-0" | 7'-0" | 1 3/4" | HM | C | GL-3 | | HM | 1 | |
| 111 | Unisex Restroom /Shower | 3'-0" | 7'-0" | 1 3/4" | HM | A | | | HM | 1 | |
| 112 | Storage | 3'-0" | 7'-0" | 1 3/4" | HM | A | | | HM | 1 | |
| 113 | Janitor | 3'-0" | 7'-0" | 1 3/4" | HM | A | | | HM | 1 | |
| 114 | Tool Room | 6'-0" | 7'-0" | 1 3/4" | HM | B | GL-3 | | HM | 1 | |
| 116.1 | Repair Bays | 3'-0" | 7'-0" | 1 3/4" | HM | A | | | HM | 1 | |
| 116.2 | Repair Bays | 3'-0" | 7'-0" | 1 3/4" | HM | A | | | HM | 1 | |
| 116A | Repair Bays | 16'-0" | 16'-0" | 2" | STL | F | | | STL | 1 | Overhead |
| 116B | Repair Bays | 16'-0" | 16'-0" | 2" | STL | F | | | STL | 1 | Overhead |
| 116C | Repair Bays | 16'-0" | 16'-0" | 2" | STL | F | | | STL | 1 | Overhead |
| 116D | Repair Bays | 16'-0" | 16'-0" | 2" | STL | F | | | STL | 1 | Overhead |
| 116E | Repair Bays | 16'-0" | 16'-0" | 2" | STL | F | | | STL | 1 | Overhead |
| 116F | Repair Bays | 16'-0" | 16'-0" | 2" | STL | F | | | STL | 1 | Overhead |
| 116G | Repair Bays | 16'-0" | 16'-0" | 2" | STL | F | | | STL | 1 | Overhead |
| 117.1 | Wash Bay | 3'-0" | 7'-0" | 1 3/4" | HM | A | | | HM | 1 | |
| 117.2 | Wash Bay | 3'-0" | 7'-0" | 1 3/4" | HM | A | | | HM | 1 | |
| 117.3 | Wash Bay | 3'-0" | 7'-0" | 1 3/4" | HM | B | GL-3 | | HM | 1 | |
| 117A | Wash Bay | 16'-0" | 16'-0" | 2" | STL | F | | | STL | 1 | Overhead |
| 117B | Wash Bay | 16'-0" | 16'-0" | 2" | STL | F | | | STL | 1 | Overhead |
| 117C | Wash Bay | 16'-0" | 16'-0" | 2" | STL | F | | | HM | 1 | Overhead |
| 201 | Future Meeting Room | 3'-0" | 7'-0" | 1 3/4" | WD | D | GL-3 | | HM | 2 | |
| 201A | Future Storage | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 1 | |
| 202 | Office | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 2 | |
| 203 | Mechanical | 3'-0" | 7'-0" | 1 3/4" | HM | A | | | HM | 1 | |
| 204 | Restroom | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 1 | |
| 205 | Future Restroom | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 1 | |
| 206 | Office | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 2 | |
| 207 | Office | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 2 | |
| 208 | Office | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 2 | |
| 208A | Storage | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 1 | |
| 209.1 | Parts Storage | 3'-0" | 7'-0" | 1 3/4" | WD | A | | | HM | 1 | |
| 209.2 | Parts Storage | 3'-0" | 7'-0" | 1 3/4" | HM | A | | | HM | 1 | |
| 209A | Parts Storage | 8'-0" | 8'-0" | 3" | STL | F | | | STL | 1 | Overhead |
| 210 | Secure Parts Storage | 6'-0" | 7'-0" | 1 3/4" | HM | A | | | HM | 1 | |
| C101 | Corridor | 3'-0" | 7'-0" | 1 3/4" | HM | B | GL-3 | | HM | 1 | |
| C102 | Corridor | 3'-0" | 7'-0" | 1 3/4" | HM | B | GL-3 | | HM | 1 | |



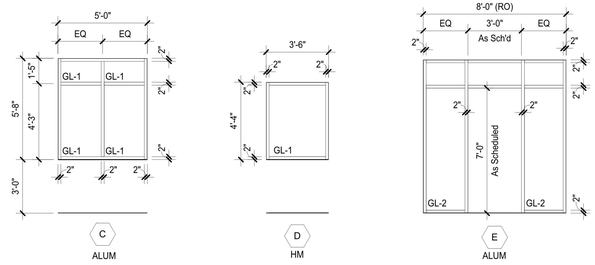

## Door Frame Types

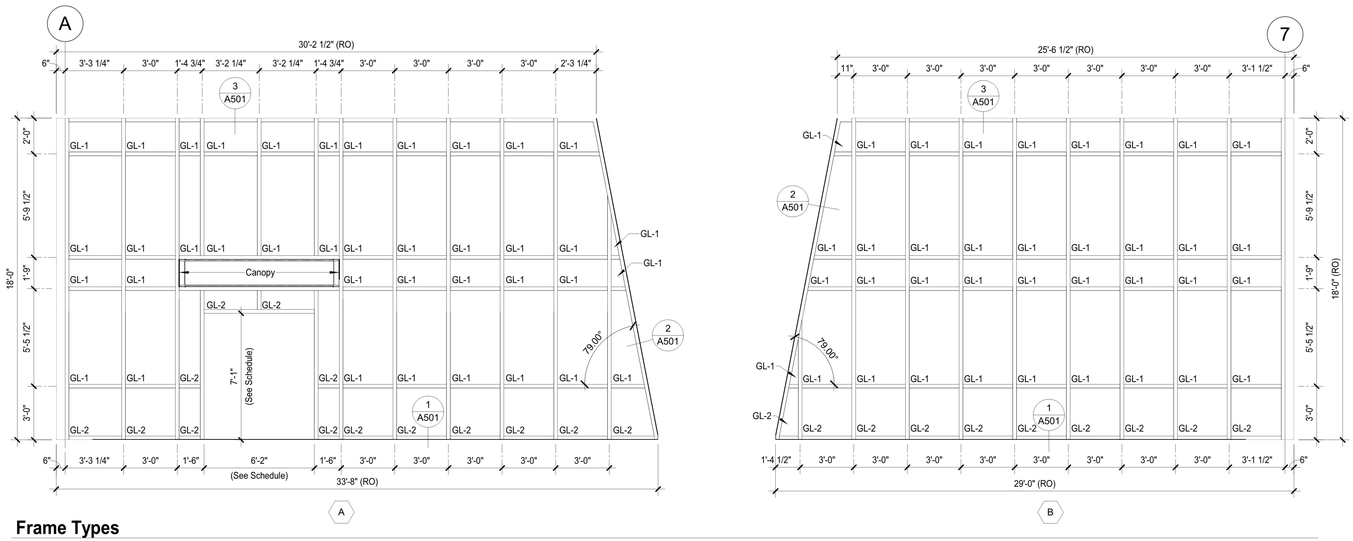
1/4" = 1'-0"




## Door Types

1/4" = 1'-0"




## Frame Types

1/4" = 1'-0"

## General Door and Frame Notes

1. Overall dimensions shown are rough opening sizes only. Manufacturer to allow 3/8" shim space at perimeter.
2. All frames to be 2" nominal frame dimension unless noted otherwise. Actual dimension may vary by manufacturer.
3. All aluminum window and door frames to have factory applied finish as selected by owner.
4. All hollow metal frames to be hot dipped galvanized to prevent deterioration. All hollow metal frames to be factory primed and ready for final painting in field.
5. It shall be the responsibility of the glazing subcontractor to provide safety glass as required by local codes.
6. See details for head, jamb and sill conditions unless noted otherwise.
7. All exterior overhead doors to match adjacent siding color.

## Door Materials Legend

| | |
|---|---|
| ALUM | Aluminum, Clear Anodized |
| HM | Hollow Metal |
| WD | Wood |

GLAZING:

| | |
|---|---|
| GL-1 | Gray, Low E, Insulated, Double Pane |
| GL-2 | Clear, Low E, Insulated, Double Pane, Tempered |
| GL-3 | Clear, Single Pane, Tempered |

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**Door & Finish Schedules and Details**

**A401**

SHEET: OF: 4

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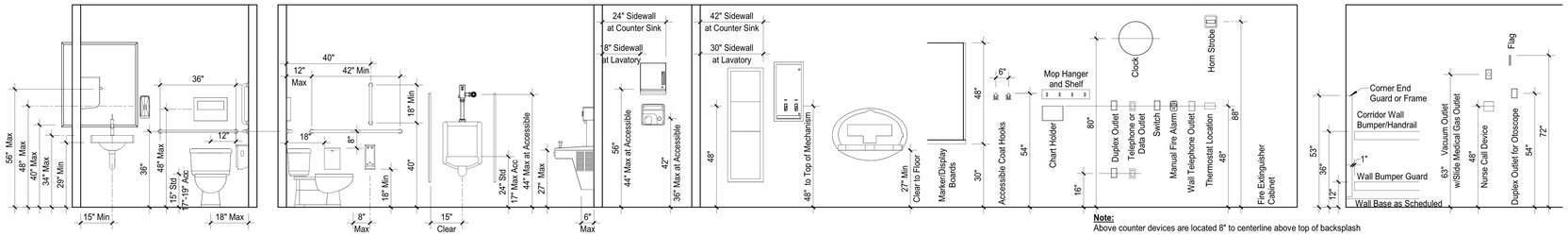
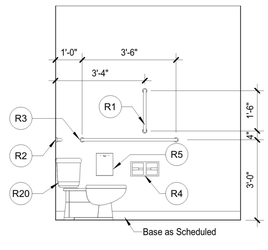


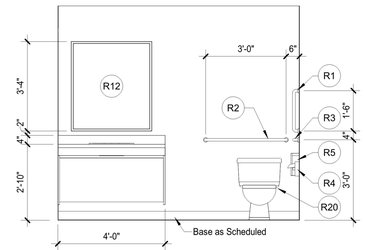

**Note:**
Above counter devices are located 8" to centerline above top of backsplash

## Standard Mounting Heights

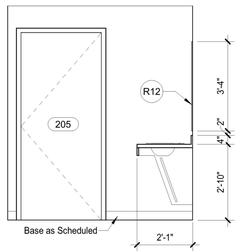
3/8" = 1'-0"



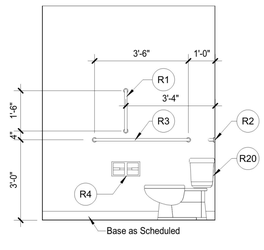

4 A402 **Future Restroom - West (205)**
3/8" = 1'-0"



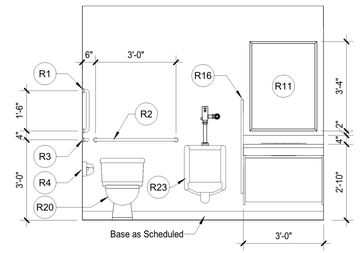

5 A402 **Future Restroom - South (205)**
3/8" = 1'-0"



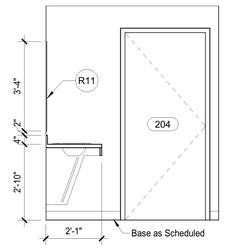

6 A402 **Future Restroom - East (205)**
3/8" = 1'-0"




7 A402 **Restroom - West (204)**
3/8" = 1'-0"



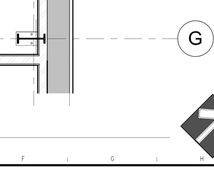

8 A402 **Restroom - North (204)**
3/8" = 1'-0"




9 A402 **Restroom - East (204)**
3/8" = 1'-0"



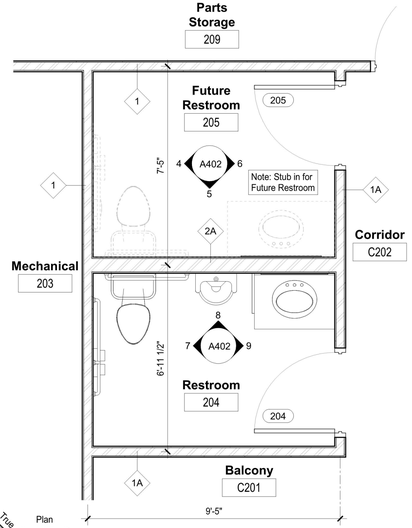

10 A402 **Parts Counter Section**
1/2" = 1'-0"




12 A402 **ADA Compliant Counter Detail**
1/2" = 1'-0"




B A402 **Enlarged Parts Counter Plan**
3/8" = 1'-0"




A A402 **Enlarged Restroom Plans ( 208 & 209)**
3/8" = 1'-0"




3 A402 **Casework Detail**
1 1/2" = 1'-0"




2 A402 **Casework Detail**
1 1/2" = 1'-0"




1 A402 **Casework Detail**
1 1/2" = 1'-0"

## Keynote Legend

| | |
|---|---|
| C1 | 3/4" particle board - cover exposed surfaces w/ plastic laminate |
| C2 | Wire door / drawer pull (loop) - provide keyed locks as shown on elevations 1/4" liner panel - cover exposed surface w/ plastic laminate |
| C3 | Provide non-combustible wood blocking as required |
| C5 | 3/4" particle board shelf - cover exposed surfaces w/ plastic laminate - verify quantity w/ elevation - drilled holes & peg shelf supports |
| C6 | Optional - light fixture - verify location with electrical lighting plan and interior elevations |
| C7 | Optional - particle board light valance at task light locations - cover w/ plastic laminate. |
| C8 | 3/4" particle board countertop w/ integral backsplash - cover w/ plastic laminate - use water resistant particle board at countertops w/ sinks |
| C9 | Drawer unit constructed with 3/4" particle board & 1/4" plywood bottom - cover all exposed surfaces of drawer face with plastic laminate. - provide metal roller bearing drawer slides |
| C12 | Resilient base to cover toe base - verify existence with elevation |
| C15 | Bulkhead / soffit above. Reference reflected ceiling plan for ceiling conditions |
| C19 | Optional garbage disposal, |
| C22 | Optional trim |
| R1 | 18" grab bar |
| R2 | 36" grab bar |
| R3 | 42" grab bar |
| R4 | Toilet paper dispenser |
| R5 | Feminine napkin disposal |
| R11 | Mirror 30" x 40" |
| R12 | Mirror 36" x 40" |
| R16 | Urinal partition 18" x 42" |
| R20 | Ada toilet |
| R23 | Ada urinal |

JENSEN Limited BUILDERS 35 YEARS 1983 2018
JENSEN BUILDERS, LTD.
Design-Build General Contractor
1175 South 32nd Street
Fort Dodge, IA 50501
Phone: (515) 573-3292
Fax: (515) 573-5146
2097 NE 60th Avenue
Des Moines, IA 50313
Phone: (515) 292-5000
Fax: (515) 292-5100
www.jensenbuilders.com

# Office/Shop Waterloo Facility
## Mid Country Machinery, Inc
Waterloo, Iowa

NOT FOR CONSTRUCTION

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 01-06-2022 | Preliminary 1 |
| 2 | 03-01-2022 | Preliminary 2 |

| | |
|---|---|
| PROJECT NO: | 22_004 22-xxx |
| DRAWN BY: | CEB |
| CHECKED BY: | Checker |
| CHECKED BY: | |
| COPYRIGHT: | JENSEN BUILDERS, LTD. |

SHEET TITLE

**Enlarged Plans, Interior Elevations and Casework Sections**

**A402**

SHEET: OF: 4

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C:\Users\CharlieB\Documents\Mid Country Machine - Waterloo_JBLDMcharlieb.rvt 3/4/2022 9:13:15 AM

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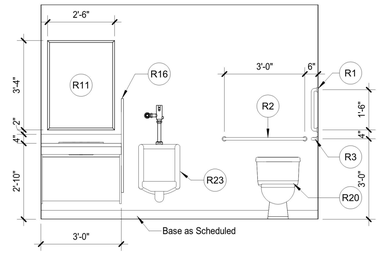
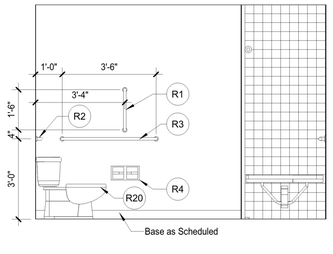
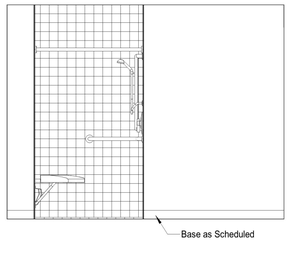


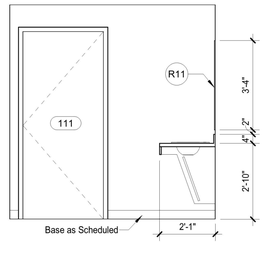

1 A403 **Unisex Restroom/Shower - West (111)**
3/8" = 1'-0"



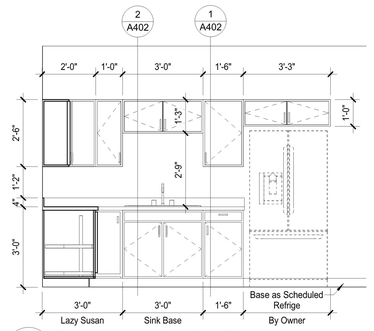

2 A403 **Unisex Restroom/Shower - North (111)**
3/8" = 1'-0"



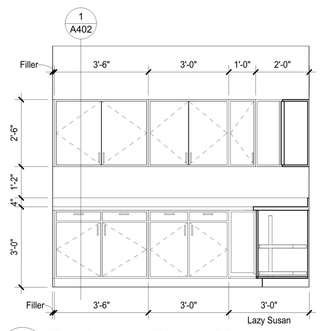

3 A403 **Unisex Restroom/Shower - East (111)**
3/8" = 1'-0"



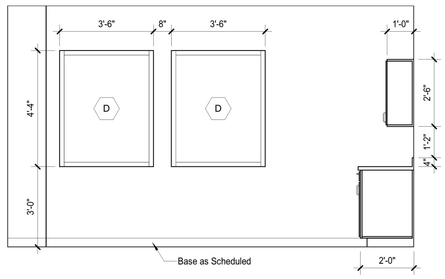

4 A403 **Unisex Restroom/Shwr - South (111)**
3/8" = 1'-0"



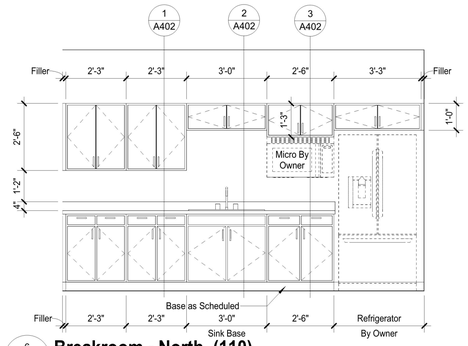

14 A403 **Breakroom - North (103)**
3/8" = 1'-0"



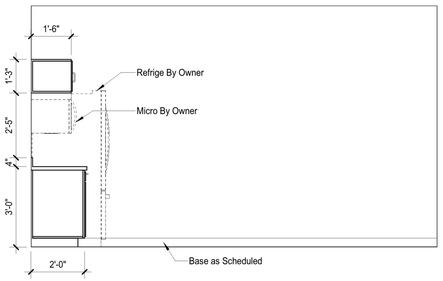

15 A403 **Breakroom - West (103)**
3/8" = 1'-0"



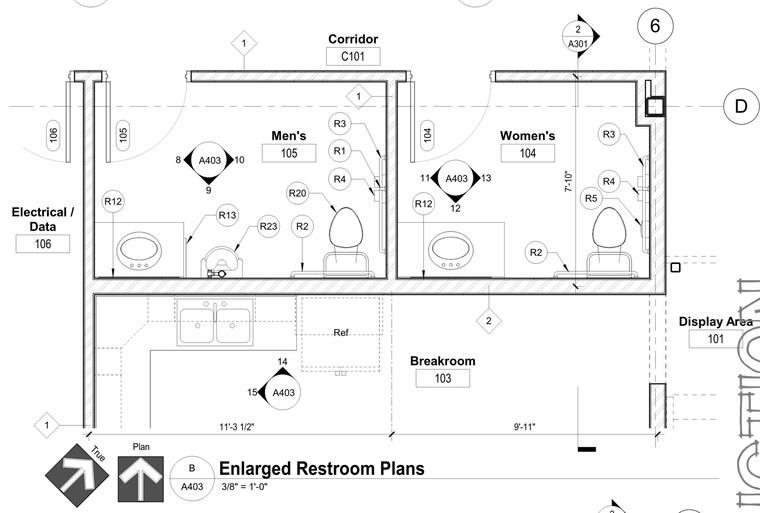

5 A403 **Breakroom - West (110)**
3/8" = 1'-0"




6 A403 **Breakroom - North (110)**
3/8" = 1'-0"



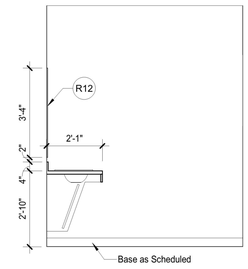

7 A403 **Breakroom - East (110)**
3/8" = 1'-0"



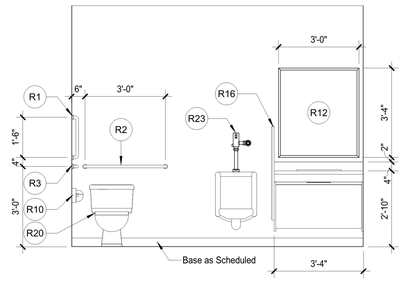

B A403 **Enlarged Restroom Plans**
3/8" = 1'-0"

**Keynote Legend**

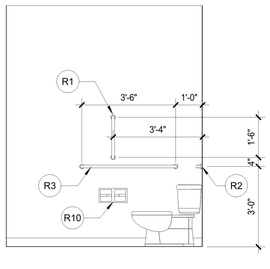
R1 18" grab bar
R2 36" grab bar
R3 42" grab bar
R4 Toilet paper dispenser
R5 Feminine napkin disposal
R10 Paper towel dispenser
R11 Mirror 30" x 40"
R12 Mirror 36" x 40"
R13 Mirror 48" x 40"
R16 Urinal partition 18" x 42"
R20 Ada toilet
R23 Ada urinal



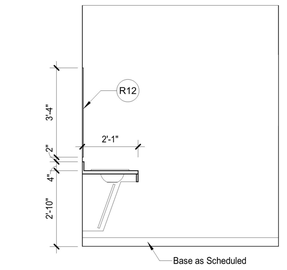

8 A403 **Men's - West (105)**
3/8" = 1'-0"



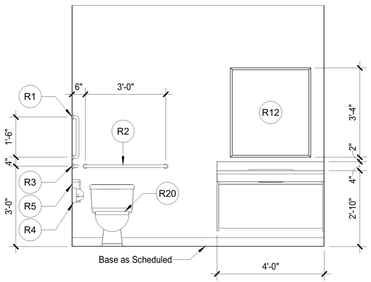

9 A403 **Men's - South (105)**
3/8" = 1'-0"



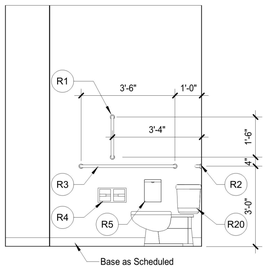

10 A403 **Men's - East (105)**
3/8" = 1'-0"



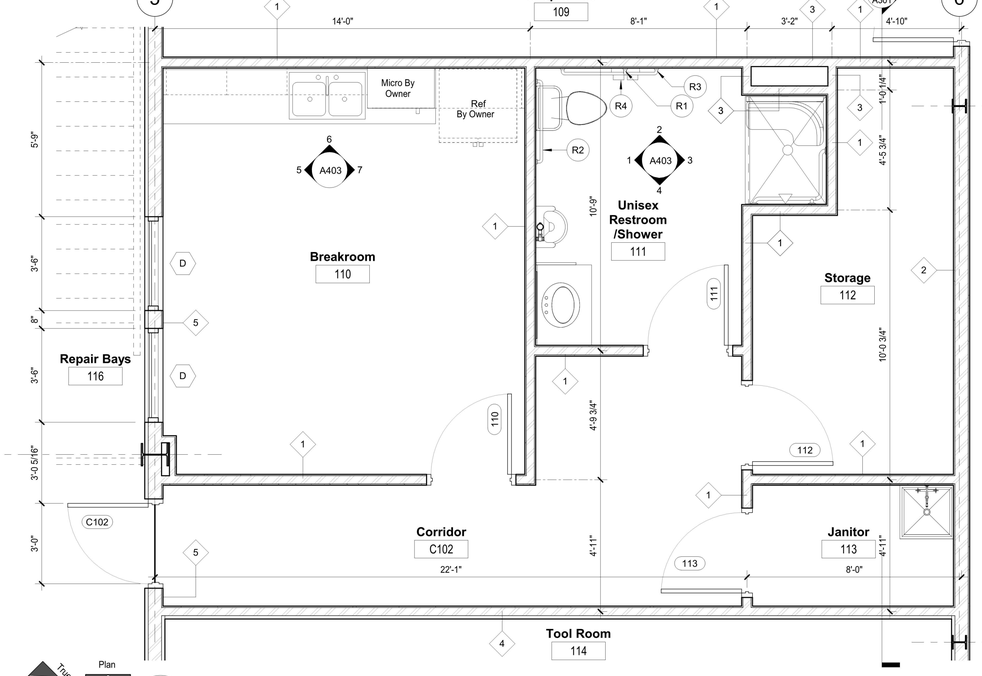

11 A403 **Women's - West (104)**
3/8" = 1'-0"




12 A403 **Women's - South (104)**
3/8" = 1'-0"




13 A403 **Women's - East (104)**
3/8" = 1'-0"




A A403 **Enlarged Breakroom and Unisex Restroom/Shower Floor Plans**
3/8" = 1'-0"

NOT FOR CONSTRUCTION

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1983 35 YEARS 2018
JENSEN BUILDERS, LTD.
Design-Build General Contractor

1175 South 32nd Street
Fort Dodge, IA 50501
Phone: (515) 573-3292
Fax: (515) 573-5146

2097 NE 60th Avenue
Des Moines, IA 50313
Phone: (515) 292-5000
Fax: (515) 292-5100

www.jensenbuilders.com

# Office/Shop Waterloo Facility
# Mid Country Machinery, Inc
Waterloo, Iowa

| # | DATE | DESCRIPTION |
|---|---|---|
| 1 | 01-06-2022 | Preliminary 1 |
| 2 | 03-01-2022 | Preliminary 2 |

| | |
|---|---|
| PROJECT NO: | 22_004 22-xxx |
| DRAWN BY: | CEB |
| CHECKED BY: | Checker |
| CHECKED BY: | |
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SHEET TITLE

**Enlarged Floor Plans and Interior Elevations**

**A403**

SHEET: OF: 4

# CITY OF WATERLOO

**Council Communication**

Resolution approving a Purchase Agreement with SofSurfaces, Inc., of Petrolia, Canada, in the amount of $85,000.00, in conjunction with the FY2023 Lafayette Park Playground Resurfacing Project, and authorizing the Mayor and City Clerk to execute said documents.

**City Council Meeting**: 8/15/2022
**Prepared**: 7/19/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| SofSurface Sourcewell Quote | Backup Material |
| Sourcewell SofSurfaces Inc. Contract/Price list | Backup Material |
| Sourcewell SofSurfaces Supporting Documents | Backup Material |
| Iowa Legal References Sourcewell | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving a Purchase Agreement with SofSurfaces, Inc., of Petrolia, Canada, in the amount of $85,000.00, in conjunction with the FY2023 Lafayette Park Playground Resurfacing Project, and authorizing the Mayor and City Clerk to execute said documents. |
| Submitted by: | Submitted By: Travis Nichols, Facilities/Project Manager |
| Recommended Action: | Request Council approve purchase agreement SofSurfaces of Petrolia, Canada in the amount of $85,000.00, in conjunction with the FY2023 Lafayette Park Playground Resurfacing Project, and authorizing the Mayor and City Clerk to execute said documents. |
| Summary Statement: | This project provides for the removal and replacement of rubberized safety tile at Lafayette Park play areas. This Purchase Agreement was based on National Contract pricing through Sourcewell (formally the National Joint Powers Alliance) Contract #010521-SFS, expiration 2/17/2025. See attachments for copy of Request for Proposal and other supporting documentation. This purchase is allowed under Iowa Code 28E.3: Joint Exercise of Power. The Purchase Agreement also contains additional warranty discount through manufacturer. |
| Data/Analysis and Strategies: | This project supports the Strategic Plan Strategy 4.5: Maintain and develop community services and city facilities that support quality of place. |

Expenditure Required/Source of Funds: G. O. Bonds $85,000

# Quotation

**19-Jul-2022** | **Quote No.: Q105805-5-TP**

| | | | | | |
|---|---|---|---|---|---|
| **Attn:** | Travis Nichols | **Project:** | **Lafayette Park Waterloo** | | |
| **Customer:** | City of Waterloo | **Phone:** | 319-291-4370 | | |
| **Address:** | 1101 Campbell Ave | **Fax:** | | **Project Contact:** | |
| **City/State:** | Waterloo, IA 50701 | **E-mail:** | Travis.Nichols@Waterloo.IA.Org | **Phone / Fax:** | |

duraSAFE™ RUBBER PLAYGROUND TILES

Contact SSI:
800.263.2363 / Fax 519.882.2697

**Area No. 1 of 2 - Area 1 + Area 2 Swings & Play Equipment 2 to 5 Yrs. (Lafayette Park, Waterloo)**

| | | | | | |
|---|---|---|---|---|---|
| **Installation Site:** | Lafayette Park, Waterloo | **Ship To:** | Lafayette Park, Waterloo | **Quote Type:** | DuraSAFE Installed, Surface Mount |
| **Address:** | 1800 Lafayette Street | **Address:** | 1800 Lafayette Street | **Sub Base Type:** | Concrete (cured 10 days) |
| **City / State:** | Waterloo, IA 50703 | **City / State:** | Waterloo, IA 50703 | **Area (Sq. Ft.):** | 2072 |

| Unit | Qty. | Color | Description | Thickness | Drop Ht. | Weight | List Price | Total Weight | Total List | Unit Cost |
|---|---|---|---|---|---|---|---|---|---|---|
| Each | 93 | Midnight Black | DuraSAFE "Plus" | 4.25" | 8' 0" | 33.47 | $45.00 | 3112.71 | $4,185.00 | $28.06 |
| Each | 104 | Midnight Black | DuraSAFE "Plus" | 4.25" | 8' 0" | 33.47 | $45.00 | 3480.88 | $4,680.00 | $28.06 |
| Each | 187 | Turf Green | DuraSAFE "Plus" | 4.25" | 8' 0" | 34.02 | $49.50 | 6361.74 | $9,256.50 | $30.87 |
| Each | 176 | Turf Green | DuraSAFE "Plus" | 4.25" | 8' 0" | 34.02 | $49.50 | 5987.52 | $8,712.00 | $30.87 |
| Each | 125 | | Adhesive - Tile to Tile (tube) | | | 1.65 | $9.25 | 206.25 | $1,156.25 | $9.25 |
| Each | 1 | | Bostik Greenfusion Adhesive - Tile to Base | | | 56.80 | $241.00 | 56.80 | $241.00 | $241.00 |
| Each | 35 | | Polyurethane Foam Sealant | | | 1.17 | $9.25 | 40.95 | $323.75 | $9.25 |
| Each | 1 | | SofSURFACES SOURCEWELL CONTRACT No. 010521-SFS | | | 0.00 | $0.00 | 0.00 | $0.00 | $0.00 |

Sub Total (Material Only): **$28,554.50**

**Area No. 2 of 2 - Area 3 + Area 4 - Swings & Playground Equipment - 5 to 12 Yrs. (Lafayette Park, Waterloo)**

| | | | | | |
|---|---|---|---|---|---|
| **Installation Site:** | Lafayette Park, Waterloo | **Ship To:** | Lafayette Park, Waterloo | **Quote Type:** | DuraSAFE Installed, Surface Mount |
| **Address:** | 1800 Lafayette Street | **Address:** | 1800 Lafayette Street | **Sub Base Type:** | Concrete (cured 10 days) |
| **City / State:** | Waterloo, IA 50703 | **City / State:** | Waterloo, IA 50703 | **Area (Sq. Ft.):** | 3428 |

| Unit | Qty. | Color | Description | Thickness | Drop Ht. | Weight | List Price | Total Weight | Total List | Unit Cost |
|---|---|---|---|---|---|---|---|---|---|---|
| Each | 167 | Midnight Black | DuraSAFE "Plus" | 4.25" | 8' 0" | 33.47 | $50.00 | 5589.49 | $8,350.00 | $31.18 |
| Each | 120 | Midnight Black | DuraSAFE "Plus" | 4.25" | 8' 0" | 33.47 | $50.00 | 4016.40 | $6,000.00 | $31.18 |
| Each | 269 | Turf Green | DuraSAFE "Plus" | 4.25" | 8' 0" | 34.02 | $55.00 | 9151.38 | $14,795.00 | $34.30 |
| Each | 361 | Turf Green | DuraSAFE "Plus" | 4.25" | 8' 0" | 34.02 | $55.00 | 12281.22 | $19,855.00 | $34.30 |
| Each | 204 | | Adhesive - Tile to Tile (tube) | | | 1.65 | $9.25 | 336.60 | $1,887.00 | $9.25 |
| Each | 3 | | Bostik Greenfusion Adhesive - Tile to Base | | | 56.80 | $241.00 | 170.40 | $723.00 | $241.00 |
| Each | 44 | | Polyurethane Foam Sealant | | | 1.17 | $9.25 | 51.48 | $407.00 | $9.25 |

Sub Total (Material Only): **$52,017.00**

# Installation

Prevailing Wage / Fair Wage - Not included

## • Tearout

- Labour — Remove/dispose of Existing Tiles
- Equipment Rental - Bobcat - Included

## • Installation

- Labour
- Surface Mount - Included
- Equipment Rental - Bobcat - Included
- Waste Bucket - Included
- Travel - Mobilization - Included
- Security - Not Included - To be supplied by others if required

IMPORTANT

This quotation has been priced based on the following realities:

1. At any point during the installation process, sofSURFACES Installation crews, or certified installation crews acting on behalf of sofSURFACES will have complete and uninterrupted access to the site until the construction phase of the project has been completed.

2. sofSURFACES will not be responsible for damages incurred to grounds throughout the installation process (this includes: concrete, grading, grass, gardens and/or plants, flowers etc.). It is understood by both parties that heavy equipment may be required in order to efficiently complete the project or gain access to the site.

3. sofSURFACES will not be held responsible for any ground repair needed and will make every effort to ensure that any property damage to the grounds is kept to a minimum throughout the duration of the project.

(Quoted value is subject to change upon notice of any ancillary costs. Additional costs may include [but are not limited to] required entry fees, special training, certifications, background checks and security clearances not previously identified as required or if the installation needs to be completed during weekend hours, within a very narrow window of time or under restricted special circumstances). A $1,200/day fee will be charged for each day that our installers are on site after the agreed upon start date if the site is not ready for the installation to begin. A site features form, required photos request, completed dimensions verification form and elevation form request will be sent out for completion after the order is placed. These forms must be completed in full and returned no later than 4 business days prior to the scheduled installation start date otherwise the installation may be rescheduled to a later date at the discretion of the Installation Project Manager until said forms have been completed.

*****PLEASE NOTE: Should the sub base for your project be Compacted Granular, it MUST meet the following specification: (Type 1) 3/4 minus) compacted to 95% S.P.D. Not "clear" gravel.*****

Undersigned for City of Waterloo accepts the terms and conditions which apply to this quotation.

X

**SIGNED** Travis Nichols **DATE**

# Tile Layout - Area Nº 1 - Area 1 + Area 2  Swings & Play Equipment 2 to 5 Yrs. (Lafayette Park, Waterloo)

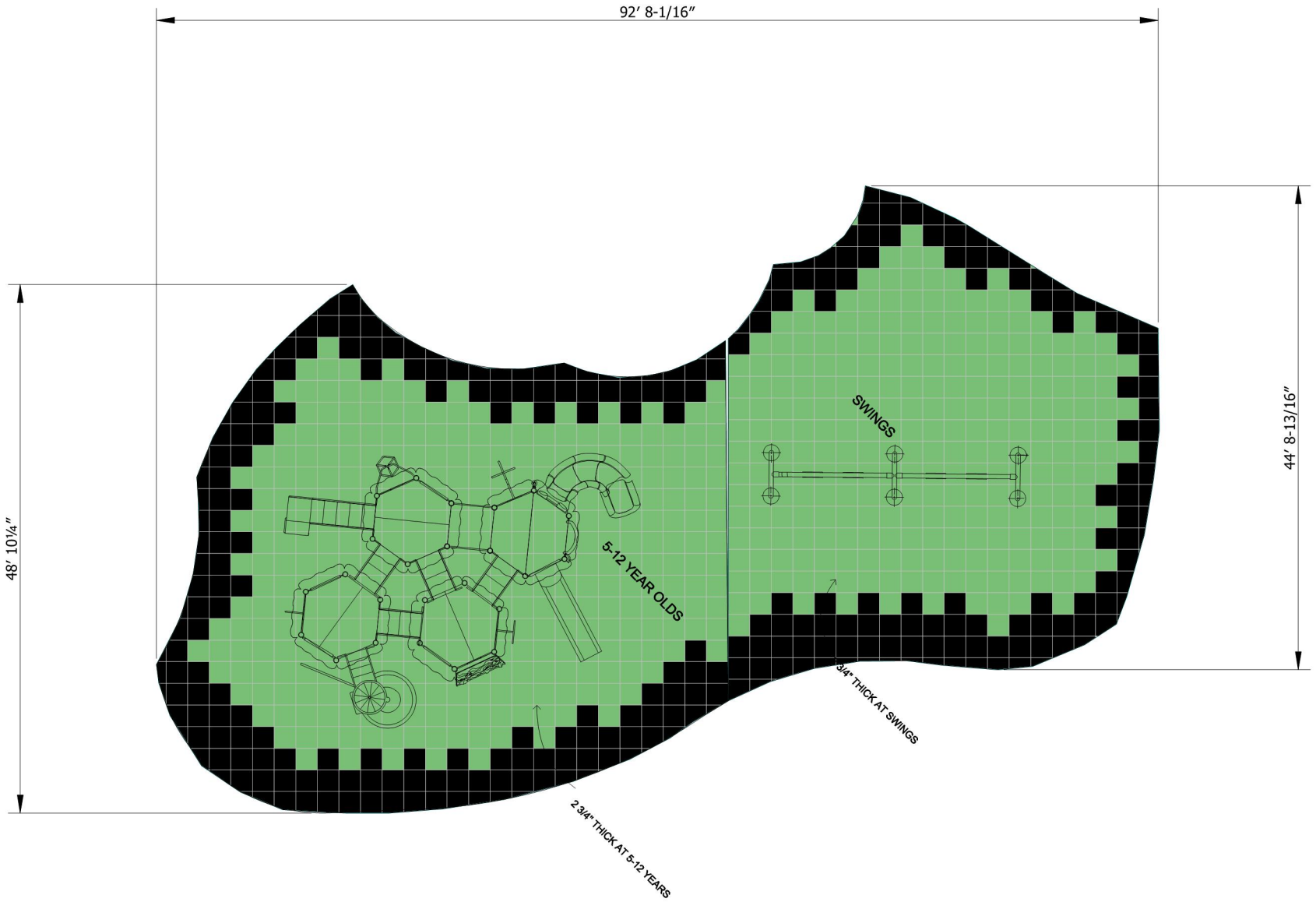
**Area (Sq. Ft.):** 2072




X _____ The material quantities proposed are based on this layout. If the layout is altered, this may influence the quantities needed for a successful installation. Please initial that you understand and agree.

# Tile Layout - Area Nº 2 - Area 3 + Area 4 - Swings & Playground Equipment - 5 to 12 Yrs. (Lafayette Park, Waterlo

**Area (Sq. Ft.):** 3428




X _____ The material quantities proposed are based on this layout. If the layout is altered, this may influence the quantities needed for a successful installation. Please initial that you understand and agree.

Pallets: 26 Weight: 53054

Dealer: Carson Kramer - Clarksville, IA

Shipping Options: Need Van, Residential Delivery

*duraSAFE® Rubber Playground Tiles were engineered with the use of tile to tile adhesive as part of the installation process. As a result, the duraSAFE warranty revolves around the mandatory use of adhesive for all outdoor projects. Projects which are installed in a manner other than those outlined in sofSURFACES' duraSAFE Installation Procedures" will void the full duraSAFE Warranty.*

*Upon timely completion of the project, sofSURFACES Inc. shall be entitled to, and shall submit a payment request for, the amount indicated herein. In the event that only substantial completion is accomplished (i.e., the site is usable but not completely finished), sofSURFACES Inc. shall be entitled to, and shall submit a payment request for, up to 95% of the amount indicated herein, allowing for the customer to reserve 5% until completion of the project, upon which time sofSURFACES Inc. shall be entitled to, and shall submit a payment request for, the remaining balance owed. Quoted value is subject to change upon notice of additional associated costs. Additional costs may include (but are not limited to) required entry fees, special training, certifications, background checks and security clearances.*

*15% Restock fee and shipping for plus tiles. No returns on premium tiles.*

*The drawings within this quote are based on measurements supplied to sofSURFACES and are not professional engineered drawings. It is the project manager's responsibility (not sofSURFACES or its dealer) to provide sofSURFACES with correct measurements and to ensure that all site specifications and site preparations (including without limitation slopes, ramps, and transition components) are compliant with local building codes, and prepared to sofSURFACES' requirements.*

*duraSAFE Plus Series tiles are manufactured utilizing recycled rubber. With aging and exposure to UV there is potential for carbon black-rub off. Please contact sofSURFACES for assistance.*

| | | |
|---|---|---|
| Total List Price: | | $80,571.50 |
| Sourcewell Discount: | 10% | ($8,057.15) |
| Manufacturers Discount | 28.25% | ($20,485.30) |
| Total (After Third Party Discount): | | $52,029.04 |
| Installation: | | $26,321.09 |
| Shipping and Handling Charge: | | $6,649.87 |
| Total in USD Funds: | | **$85,000.00** |
| Cost per sq.ft.: | | $15.45 |

Finance Options Available

| | | | |
|---|---|---|---|
| *Estimated Monthly Payment, | 1 Year Term: Min. Order = | $10,000.00 | $6,302.31 USD |
| | 2 Year Term: Min. Order = | $25,000.00 | $3,293.26 USD |
| | 3 Year Term: Min. Order = | $35,000.00 | $2,303.89 USD |

*Monthly payment based on minimum 15% down deposit. Final Rate subject to OAC. For more information please contact our Finance Controller at 1-800-263-2363 or m.patterson@sofsurfaces.com.

FOR MAILED US PAYMENTS:
Sof Surfaces Inc.
Dept CH 19173
Palatine, IL 60055-9173

FOR COURIERED US PAYMENTS:
Sof Surfaces Inc. - Lockbox 19173
5505 N Cumberland Avenue, STE 307
Chicago, IL 50656-1471

FOR CANADIAN PAYMENTS:
Sof Surfaces Inc.
4393 Discovery Line
Petrolia, ON, N0N 1R0

Undersigned for City of Waterloo accepts the terms and conditions which apply to this quotation.

X

**SIGNED** Travis Nichols **DATE**

**Quote valid for 60 days.**

DocuSign Envelope ID: 2C9D3312-0422-4A5D-9463-7C19EC80996A



Sourcewell

**Solicitation Number: RFP #010521**

# CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and SofSurfaces, Inc., 4393 Discovery Line, Petrolia ON N0N1R0, Canada (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

## 1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

## 2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

## 3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

## 4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

## 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

## 9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

## 10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. WAIVER. If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## 12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

*5. Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

## 14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

## 15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

## 16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

**18. INSURANCE**

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## 19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

## 20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## 21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

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agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations & Procurement/CPO

Date: 2/15/2021 | 10:35 PM CST

SofSurfaces, Inc.

DocuSigned by:
By: Brennan Prins
C975A1B29A14472...

Brennan Prins
Title: Director

Date: 2/16/2021 | 5:49 AM PST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 2/16/2021 | 7:50 AM CST

# 2022 Product & Accessory Price List

| Customer Name |
| --- |
| **Sourcewell U.S. Pricing** |

| Please Select Currency, Unit & Discount | |
| --- | --- |
| Select Price List | USD |
| Imperial / Metric | *Imperial* |
| Select Discount % | *10.00%* |

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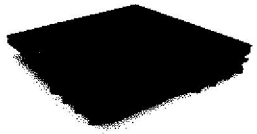
RUBBER PLAYGROUND TILES

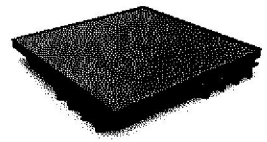
**Plus Series:** *Midnight Black*



*Tile Shown: 3.25" Midnight Black*

| Thickness | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" | 5.25" |
|---|---|---|---|---|---|---|---|---|---|---|
| Fall Height | 3' | 4' | 5' | 6' | 7' | 8' | 9' | 10' | 11' | 12' |
| Price USD | $32.40 | $33.30 | $36.90 | $38.70 | $40.50 | $45.00 | $46.80 | $48.60 | $50.40 | $51.30 |
| Price $ / Sq Ft | $8.10 | $8.33 | $9.23 | $9.68 | $10.13 | $11.25 | $11.70 | $12.15 | $12.60 | $12.83 |
| Pallet Count | 90 | 78 | 72 | 66 | 66 | 48 | 48 | 42 | 42 | 42 |
| Weight ea. (lbs) | 23.61 | 24.45 | 26.47 | 29.11 | 31.21 | 33.47 | 36.36 | 36.87 | 39.27 | 39.61 |

**Plus Series Solid Colors:** *Terracotta, Turf Green, Ocean Blue, & Saddle Brown*



*Tile Shown: 3.25" Turf Green*

| Thickness | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" | 5.25" |
|---|---|---|---|---|---|---|---|---|---|---|
| Fall Height | 3' | 4' | 5' | 6' | 7' | 8' | 9' | 10' | 11' | 12' |
| Price USD | $36.90 | $37.80 | $41.40 | $43.20 | $45.00 | $49.50 | $51.30 | $53.10 | $54.90 | $55.80 |
| Price $ / Sq Ft | $9.23 | $9.45 | $10.35 | $10.80 | $11.25 | $12.38 | $12.83 | $13.28 | $13.73 | $13.95 |
| Pallet Count | 90 | 78 | 72 | 66 | 66 | 48 | 48 | 42 | 42 | 42 |
| Weight ea. (lbs) | 24.16 | 25 | 27.02 | 29.66 | 31.76 | 34.02 | 36.91 | 37.42 | 39.82 | 40.16 |

**Premium 10% Series Colors:** *Black, Blue, Red, Yellow, Green, Light Gray & Medium Gray*



*Tile Shown: 3.25" Blue*

| Thickness | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" | 5.25" |
|---|---|---|---|---|---|---|---|---|---|---|
| Fall Height | 3' | 4' | 5' | 6' | 7' | 8' | 9' | 10' | 11' | 12' |
| Price USD | $47.70 | $48.60 | $50.40 | $54.00 | $54.90 | $60.30 | $62.10 | $64.80 | $66.60 | $67.50 |
| Price $ / Sq Ft | $11.93 | $12.15 | $12.60 | $13.50 | $13.73 | $15.08 | $15.53 | $16.20 | $16.65 | $16.88 |
| Pallet Count | 90 | 78 | 72 | 66 | 66 | 48 | 48 | 42 | 42 | 42 |
| Weight ea. (lbs) | 25 | 25.75 | 27.35 | 29.45 | 31.89 | 35.31 | 38.75 | 39.41 | 39.75 | 41.43 |

***All Tiles are 24 in x 24 in***

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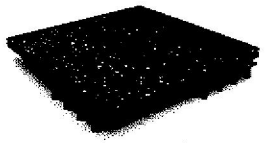
RUBBER PLAYGROUND TILES

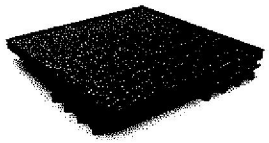
**Premium 35% Series Color Blends:** *Pewter, Ivory, Pumpkin Spice, Sapphire, Shamrock & Lava*



*Tile Shown: 3.25" Sapphire*

| Thickness | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" | 5.25" |
|---|---|---|---|---|---|---|---|---|---|---|
| Fall Height | 3' | 4' | 5' | 6' | 7' | 8' | 9' | 10' | 11' | 12' |
| Price USD | $49.50 | $50.40 | $52.20 | $55.80 | $56.70 | $62.10 | $63.90 | $66.60 | $69.30 | $69.30 |
| Price $ / Sq Ft | $12.38 | $12.60 | $13.05 | $13.95 | $14.18 | $15.53 | $15.98 | $16.65 | $17.33 | $17.33 |
| Pallet Count | 90 | 78 | 72 | 66 | 66 | 48 | 48 | 42 | 42 | 42 |
| Weight ea. (lbs) | 25 | 25.75 | 27.35 | 29.45 | 31.89 | 35.31 | 38.75 | 39.41 | 39.75 | 41.43 |

**Premium 70% Series Color Blends:** *Smoke, Aquamarine, Forest Green & Red Rock*



*Tile Shown: 3.25" Aquamarine*

| Thickness | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" | 5.25" |
|---|---|---|---|---|---|---|---|---|---|---|
| Fall Height | 3' | 4' | 5' | 6' | 7' | 8' | 9' | 10' | 11' | 12' |
| Price USD | $51.30 | $52.20 | $54.00 | $57.60 | $58.50 | $63.90 | $65.70 | $68.40 | $71.10 | $71.10 |
| Price $ / Sq Ft | $12.83 | $13.05 | $13.50 | $14.40 | $14.63 | $15.98 | $16.43 | $17.10 | $17.78 | $17.78 |
| Pallet Count | 90 | 78 | 72 | 66 | 66 | 48 | 48 | 42 | 42 | 42 |
| Weight ea. (lbs) | 25 | 25.75 | 27.35 | 29.45 | 31.89 | 35.31 | 38.75 | 39.41 | 39.75 | 41.43 |

**Premium 95% Series Color Blends:** *Sedona, Sierra Brown, Granite, Tuscan Red, Sangria, Denim, Emerald Green, Safari & Azure*



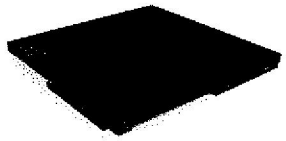
*Tile Shown: 3.25" Safari*

| Thickness | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" | 5.25" |
|---|---|---|---|---|---|---|---|---|---|---|
| Fall Height | 3' | 4' | 5' | 6' | 7' | 8' | 9' | 10' | 11' | 12' |
| Price USD | $53.10 | $54.00 | $55.80 | $59.40 | $60.30 | $65.70 | $67.50 | $70.20 | $72.90 | $73.80 |
| Price $ / Sq Ft | $13.28 | $13.50 | $13.95 | $14.85 | $15.08 | $16.43 | $16.88 | $17.55 | $18.23 | $18.45 |
| Pallet Count | 90 | 78 | 72 | 66 | 66 | 48 | 48 | 42 | 42 | 42 |
| Weight ea. (lbs) | 25 | 25.75 | 27.35 | 29.45 | 31.89 | 35.31 | 38.75 | 39.41 | 39.75 | 41.43 |

***All Tiles are 24 in x 24 in***

duraTRAIN®
RUBBER FITNESS TILES

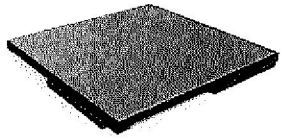
**Plus Series:** *Midnight Black*



*Tile Shown: 1.25" Plus Black*

| | |
|---|---|
| **Thickness** | 1.25" |
| **Fall Height** | N/A |
| **Price USD** | $28.80 |
| **Price $ / Sq Ft** | $7.20 |
| **Pallet Count** | 104 |
| **Weight ea. (lbs)** | 19.40 |

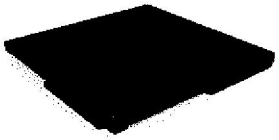
**Plus Series Solid Colors:** *Slate Gray*



*Tile Shown: 1.25" Slate Gray*

| | |
|---|---|
| **Thickness** | 1.25" |
| **Fall Height** | N/A |
| **Price USD** | $34.20 |
| **Price $ / Sq Ft** | $8.55 |
| **Pallet Count** | 104 |
| **Weight ea. (lbs)** | 19.62 |

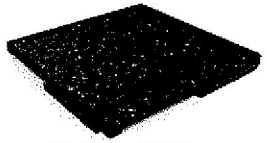
**Premium 10% Series Colors:** *Black, Blue, Red, Yellow, Green, Light Gray & Medium Gray*



*Tile Shown: 1.25" Red (10% Color)*

| | |
|---|---|
| **Thickness** | 1.25" |
| **Fall Height** | N/A |
| **Price USD** | $36.00 |
| **Price $ / Sq Ft** | $9.00 |
| **Pallet Count** | 104 |
| **Mass ea. (kg)** | 21.25 |

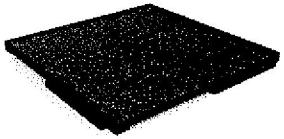
**Premium 35% Series Color Blends:** *Pewter, Ivory, Pumpkin Spice, Sapphire, Shamrock & Lava*



*Tile Shown: 1.25" Pewter*

| | |
|---|---|
| **Thickness** | 1.25" |
| **Fall Height** | N/A |
| **Price USD** | $39.60 |
| **Price $ / Sq Ft** | $9.90 |
| **Pallet Count** | 104 |
| **Weight ea. (lbs)** | 21.25 |

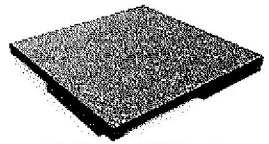
**Premium 70% Series Color Blends:** *Smoke, Aquamarine, Forest Green & Red Rock*



*Tile Shown: 1.25" Aquamarine*

| | |
|---|---|
| **Thickness** | 1.25" |
| **Fall Height** | N/A |
| **Price USD** | $43.20 |
| **Price $ / Sq Ft** | $10.80 |
| **Pallet Count** | 104 |
| **Weight ea. (lbs)** | 21.25 |

**Premium 95% Series Color Blends:** *Sedona, Sierra Brown, Granite, Tuscan Red, Sangria, Denim, Emerald Green, Safari & Azure*



*Tile Shown: 1.25" Granite*

| | |
|---|---|
| **Thickness** | 1.25" |
| **Fall Height** | N/A |
| **Price USD** | $46.80 |
| **Price $ / Sq Ft** | $11.70 |
| **Pallet Count** | 104 |
| **Weight ea. (lbs)** | 21.25 |

***All Tiles are 24 in x 24 in***

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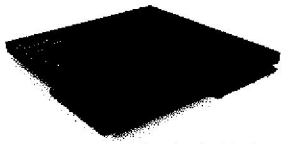
RUBBER ACOUSTIC TILES

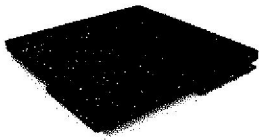
**Plus Series:** *Midnight Black*



*Tile Shown: 2.0" Midnight Black*

| Thickness | 2.00" | 2.75" | 3.25" |
|---|---|---|---|
| Fall Height | N/A | N/A | N/A |
| Price USD | **$39.60** | **$43.20** | **$46.80** |
| Price $ / Sq Ft | $9.90 | $10.80 | $11.70 |
| Pallet Count | 90 | 72 | 66 |
| Weight ea. (lbs) | 25.00 | 28.71 | 32.40 |

**Premium 10% Series Colors:** *Black, Blue, Red, Yellow, Green, Light Gray & Medium Gray*



*Tile Shown: 2.0" Light Gray*

| Thickness | 2.00" | 2.75" | 3.25" |
|---|---|---|---|
| Fall Height | N/A | N/A | N/A |
| Price USD | **$54.00** | **$59.40** | **$60.30** |
| Price $ / Sq Ft | $13.50 | $14.85 | $15.08 |
| Pallet Count | 90 | 72 | 66 |
| Weight ea. (lbs) | 26.45 | 30.70 | 31.85 |

**Premium 70% Series Color Blends:** *Smoke, Aquamarine, Forest Green & Red Rock*

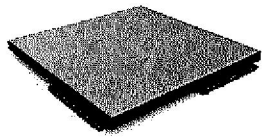


*Tile Shown: 2.0" Smoke*

| Thickness | 2.00" | 2.75" | 3.25" |
|---|---|---|---|
| Fall Height | N/A | N/A | N/A |
| Price USD | **$55.80** | **$61.20** | **$63.00** |
| Price $ / Sq Ft | $13.95 | $15.30 | $15.75 |
| Pallet Count | 90 | 72 | 66 |
| Weight ea. (lbs) | 26.45 | 30.70 | 31.85 |

***All Tiles are 24 in x 24 in***

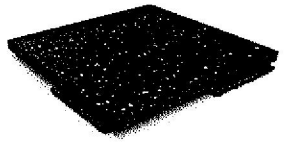
**Plus Series Solid Colors:** *Terracotta, Turf Green, Ocean Blue, & Saddle Brown*



*Tile Shown: 2.0" Slate Gray*

| Thickness | 2.00" | 2.75" | 3.25" |
|---|---|---|---|
| Fall Height | N/A | N/A | N/A |
| Price USD | **$45.90** | **$49.50** | **$51.30** |
| Price $ / Sq Ft | $11.48 | $12.38 | $12.83 |
| Pallet Count | 90 | 72 | 66 |
| Weight ea. (lbs) | 25.40 | 29.40 | 32.80 |

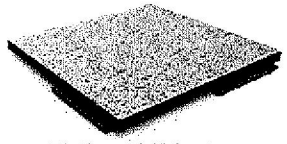
**Premium 35% Series Color Blends:** *Pewter, Ivory, Pumpkin Spice, Sapphire, Shamrock & Lava*



*Tile Shown: 2.0" Lava*

| Thickness | 2.00" | 2.75" | 3.25" |
|---|---|---|---|
| Fall Height | N/A | N/A | N/A |
| Price USD | **$54.90** | **$60.30** | **$61.20** |
| Price $ / Sq Ft | $13.73 | $15.08 | $15.30 |
| Pallet Count | 90 | 72 | 66 |
| Weight ea. (lbs) | 26.45 | 30.70 | 31.85 |

**Premium 95% Series Color Blends:** *Sedona, Sierra Brown, Granite, Tuscan Red, Sangria, Denim, Emerald Green, Safari & Azure*



*Tile Shown: 2.0" Granite*

| Thickness | 2.00" | 2.75" | 3.25" |
|---|---|---|---|
| Fall Height | N/A | N/A | N/A |
| Price USD | **$56.70** | **$62.10** | **$64.80** |
| Price $ / Sq Ft | $14.18 | $15.53 | $16.20 |
| Pallet Count | 90 | 72 | 66 |
| Weight ea. (lbs) | 26.45 | 30.70 | 31.85 |

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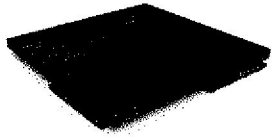
RUBBER PAVING TILES

**Walkway Pads**



*Tile Shown: 2.0" Black*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price USD | $25.20 | $40.50 |
| Price $ / Sq Ft | $6.30 | $10.13 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 24.60 | 35.20 |

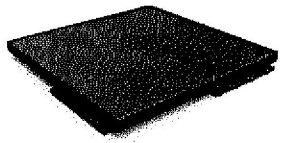
**Plus Series:** *Midnight Black*



*Tile Shown: 2.0" Midnight Black*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price USD | $31.50 | $43.20 |
| Price $ / Sq Ft | $7.88 | $10.80 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 23.91 | 33.26 |

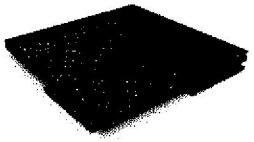
**Plus Series Solid Colors:** *Terracotta, Turf Green, Ocean Blue, & Saddle Brown*



*Tile Shown: 2.0" Terracotta*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price USD | $36.00 | $45.90 |
| Price $ / Sq Ft | $9.00 | $11.48 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 24.46 | 33.81 |

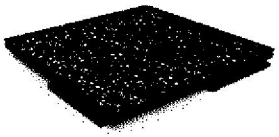
**Premium 10% Series Colors:** *Black, Blue, Red, Yellow, Green, Light Gray & Medium Gray*



*Tile Shown: 2.0" Light Gray*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price USD | $45.90 | $57.60 |
| Price $ / Sq Ft | $12.38 | $14.40 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 25.05 | 32.45 |

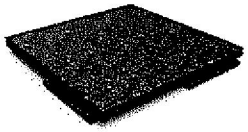
**Premium 35% Series Color Blends:** *Pewter, Ivory, Pumpkin Spice, Sapphire, Shamrock & Lava*



*Tile Shown: 2.0" Ivory*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price USD | $47.70 | $59.40 |
| Price $ / Sq Ft | $11.93 | $14.85 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 25.05 | 32.45 |

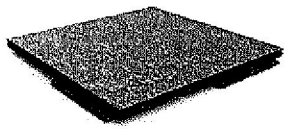
**Premium 70% Series Color Blends:** *Smoke, Aquamarine, Forest Green & Red Rock*



*Tile Shown: 2.0" Red Rock*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price USD | $49.50 | $61.20 |
| Price $ / Sq Ft | $0.00 | $15.30 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 25.05 | 32.45 |

**Premium 95% Series Color Blends:** *Sedona, Sierra Brown, Granite, Tuscan Red, Sangria, Denim, Emerald Green, Safari & Azure*

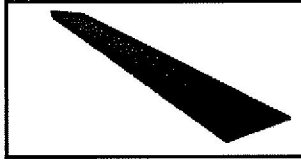


*Tile Shown: 2.0" Sedona*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price USD | $51.30 | $63.00 |
| Price $ / Sq Ft | $12.83 | $15.75 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 25.05 | 32.45 |

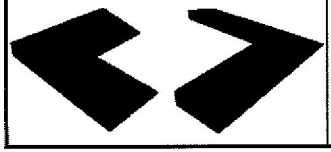
***All Tiles are 24 in x 24 in***

## Accessories: Ramps (Midnight Black)



| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Thickness | 1.25" | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" |
| Depth | 5.88" | 7.00" | 7.00" | 7.63" | 9.00" | 12.00" | 12.00" | 16.00" | 16.00" | 16.00" |
| Length | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" |
| Price USD | **$36.05** | **$47.94** | **$53.88** | **$54.73** | **$55.59** | **$61.57** | **$62.44** | **$70.98** | **$71.84** | **$72.69** |
| Weight ea. (lbs) | 7.22 | 13.02 | 13.02 | 16.62 | 18.12 | 38.04 | 38.64 | 50.24 | 52.84 | 53.44 |

## Accessories: Ramp Corners Inside / Outside (Midnight Black)



| | | | | | |
|---|---|---|---|---|---|
| Thickness | 1.25" | 2.00" | 2.25" | 2.75" | 3.25" |
| Depth | 5.88" | 7.00" | 7.00" | 7.63" | 9.00" |
| Length | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" |
| Price USD | **$36.05** | **$47.94** | **$53.88** | **$54.73** | **$55.59** |
| Weight ea. (lbs) | 7.22 | 13.02 | 13.02 | 16.62 | 18.12 |

## Accessories: Ramps - ADA (Midnight Black)



| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Thickness | 1.25" | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" |
| Depth | 16" | 25.75" | 30" | 40" | 47" | 59.75" | 59.75" | 59.75" |
| Length | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" |
| Price USD | **$117.48** | **$185.38** | **$256.00** | **$257.10** | **$331.03** | **$383.94** | **$391.98** | **$416.77** |
| Weight ea. (lbs) | 17.56 | 35.44 | 35.44 | 49.36 | 102.7 | 156.46 | 156.46 | 156.46 |

| Description | Price | Units |
|---|---|---|
| Tile to Tile Adhesive | **$9.25** | Each |
| Tile to Base Adhesive | **$241.00** | Each |
| Polyurethane Foam Sealant | **$9.25** | Each |
| Manual Dispensing Unit | **$95.00** | Each |
| Battery Powered Dispensing Unit | **$460.00** | Each |
| Rubber Sheeting | **$0.41** | Sq Ft |

# 2022 Product & Accessory Price List

| Customer Name |
| --- |
| **Sourcewell Canadian Pricing** |

| Please Select Currency, Unit & Discount | |
| --- | --- |
| Select Price List | CAD |
| Imperial / Metric | *Imperial* |
| Select Discount % | *10.00%* |

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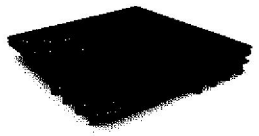
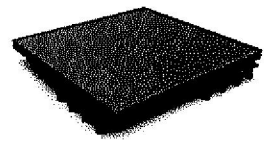
**Plus Series:** *Midnight Black*



*Tile Shown: 3.25" Midnight Black*

| Thickness | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" | 5.25" |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fall Height** | **3'** | **4'** | **5'** | **6'** | **7'** | **8'** | **9'** | **10'** | **11'** | **12'** |
| **Price CAD** | **$41.40** | **$42.30** | **$46.80** | **$49.50** | **$51.30** | **$56.70** | **$59.40** | **$61.20** | **$63.00** | **$64.80** |
| **Price $ / Sq Ft** | $10.35 | $10.58 | $11.70 | $12.38 | $12.83 | $14.18 | $14.85 | $15.30 | $15.75 | $16.20 |
| **Pallet Count** | 90 | 78 | 72 | 66 | 66 | 48 | 48 | 42 | 42 | 42 |
| **Weight ea. (lbs)** | 23.61 | 24.45 | 26.47 | 29.11 | 31.21 | 33.47 | 36.36 | 36.87 | 39.27 | 39.61 |

**Plus Series Solid Colors:** *Terracotta, Turf Green, Ocean Blue, & Saddle Brown*



*Tile Shown: 3.25" Turf Green*

| Thickness | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" | 5.25" |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fall Height** | **3'** | **4'** | **5'** | **6'** | **7'** | **8'** | **9'** | **10'** | **11'** | **12'** |
| **Price CAD** | **$46.80** | **$47.70** | **$52.20** | **$54.90** | **$56.70** | **$63.00** | **$64.80** | **$66.60** | **$68.40** | **$70.20** |
| **Price $ / Sq Ft** | $11.70 | $11.93 | $13.05 | $13.73 | $14.18 | $15.75 | $16.20 | $16.65 | $17.10 | $17.55 |
| **Pallet Count** | 90 | 78 | 72 | 66 | 66 | 48 | 48 | 42 | 42 | 42 |
| **Weight ea. (lbs)** | 24.16 | 25 | 27.02 | 29.66 | 31.76 | 34.02 | 36.91 | 37.42 | 39.82 | 40.16 |

**Premium 10% Series Colors:** *Black, Blue, Red, Yellow, Green, Light Gray & Medium Gray*



*Tile Shown: 3.25" Blue*

| Thickness | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" | 5.25" |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fall Height** | **3'** | **4'** | **5'** | **6'** | **7'** | **8'** | **9'** | **10'** | **11'** | **12'** |
| **Price CAD** | **$61.20** | **$62.10** | **$63.90** | **$68.40** | **$70.20** | **$76.50** | **$78.30** | **$81.00** | **$84.60** | **$86.40** |
| **Price $ / Sq Ft** | $15.30 | $15.53 | $15.98 | $17.10 | $17.55 | $19.13 | $19.58 | $20.25 | $21.15 | $21.60 |
| **Pallet Count** | 90 | 78 | 72 | 66 | 66 | 48 | 48 | 42 | 42 | 42 |
| **Weight ea. (lbs)** | 25 | 25.75 | 27.35 | 29.45 | 31.89 | 35.31 | 38.75 | 39.41 | 39.75 | 41.43 |

***All Tiles are 24 in x 24 in***

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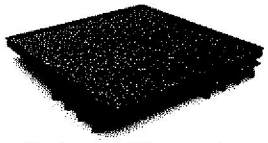
**Premium 35% Series Color Blends:** *Pewter, Ivory, Pumpkin Spice, Sapphire, Shamrock & Lava*



*Tile Shown: 3.25" Sapphire*

| Thickness | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" | 5.25" |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fall Height** | **3'** | **4'** | **5'** | **6'** | **7'** | **8'** | **9'** | **10'** | **11'** | **12'** |
| **Price CAD** | **$63.00** | **$63.90** | **$65.70** | **$70.20** | **$72.00** | **$78.30** | **$80.10** | **$82.80** | **$86.40** | **$88.20** |
| **Price $ / Sq Ft** | $15.75 | $15.98 | $16.43 | $17.55 | $18.00 | $19.58 | $20.03 | $20.70 | $21.60 | $22.05 |
| **Pallet Count** | 90 | 78 | 72 | 66 | 66 | 48 | 48 | 42 | 42 | 42 |
| **Weight ea. (lbs)** | 25 | 25.75 | 27.35 | 29.45 | 31.89 | 35.31 | 38.75 | 39.41 | 39.75 | 41.43 |

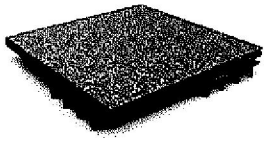
**Premium 70% Series Color Blends:** *Smoke, Aquamarine, Forest Green & Red Rock*



*Tile Shown: 3.25" Aquamarine*

| Thickness | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" | 5.25" |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fall Height** | **3'** | **4'** | **5'** | **6'** | **7'** | **8'** | **9'** | **10'** | **11'** | **12'** |
| **Price CAD** | **$64.80** | **$65.70** | **$67.50** | **$72.00** | **$73.80** | **$80.10** | **$81.90** | **$84.60** | **$88.20** | **$90.00** |
| **Price $ / Sq Ft** | $16.20 | $16.43 | $16.88 | $18.00 | $18.45 | $20.03 | $20.48 | $21.15 | $22.05 | $22.50 |
| **Pallet Count** | 90 | 78 | 72 | 66 | 66 | 48 | 48 | 42 | 42 | 42 |
| **Weight ea. (lbs)** | 25 | 25.75 | 27.35 | 29.45 | 31.89 | 35.31 | 38.75 | 39.41 | 39.75 | 41.43 |

**Premium 95% Series Color Blends:** *Sedona, Sierra Brown, Granite, Tuscan Red, Sangria, Denim, Emerald Green, Safari & Azure*



*Tile Shown: 3.25" Safari*

| Thickness | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" | 5.25" |
|---|---|---|---|---|---|---|---|---|---|---|
| **Fall Height** | **3'** | **4'** | **5'** | **6'** | **7'** | **8'** | **9'** | **10'** | **11'** | **12'** |
| **Price CAD** | **$67.50** | **$68.40** | **$70.20** | **$74.70** | **$76.50** | **$82.80** | **$85.50** | **$88.20** | **$91.80** | **$93.60** |
| **Price $ / Sq Ft** | $16.88 | $17.10 | $17.55 | $18.68 | $19.13 | $20.70 | $21.38 | $22.05 | $22.95 | $23.40 |
| **Pallet Count** | 90 | 78 | 72 | 66 | 66 | 48 | 48 | 42 | 42 | 42 |
| **Weight ea. (lbs)** | 25 | 25.75 | 27.35 | 29.45 | 31.89 | 35.31 | 38.75 | 39.41 | 39.75 | 41.43 |

***All Tiles are 24 in x 24 in***

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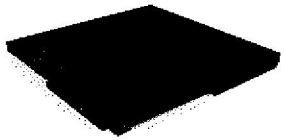
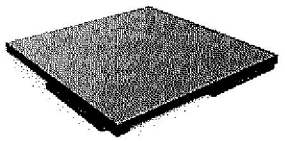
**Plus Series:** *Midnight Black*



*Tile Shown: 1.25" Plus Black*

| | |
|---|---|
| **Thickness** | 1.25" |
| **Fall Height** | N/A |
| **Price CAD** | $36.90 |
| **Price $ / Sq Ft** | $9.23 |
| **Pallet Count** | 104 |
| **Weight ea. (lbs)** | 19.40 |

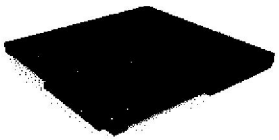
**Plus Series Solid Colors:** *Slate Gray*



*Tile Shown: 1.25" Slate Gray*

| | |
|---|---|
| **Thickness** | 1.25" |
| **Fall Height** | N/A |
| **Price CAD** | $43.20 |
| **Price $ / Sq Ft** | $10.80 |
| **Pallet Count** | 104 |
| **Weight ea. (lbs)** | 19.62 |

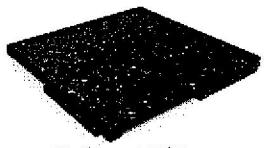
**Premium 10% Series Colors:** *Black, Blue, Red, Yellow, Green, Light Gray & Medium Gray*



*Tile Shown: 1.25" Red (10% Color)*

| | |
|---|---|
| **Thickness** | 1.25" |
| **Fall Height** | N/A |
| **Price CAD** | $45.00 |
| **Price $ / Sq Ft** | $11.25 |
| **Pallet Count** | 104 |
| **Mass ea. (kg)** | 21.25 |

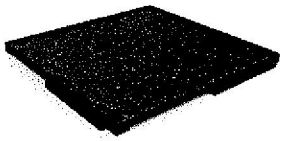
**Premium 35% Series Color Blends:** *Pewter, Ivory, Pumpkin Spice, Sapphire, Shamrock & Lava*



*Tile Shown: 1.25" Pewter*

| | |
|---|---|
| **Thickness** | 1.25" |
| **Fall Height** | N/A |
| **Price CAD** | $49.50 |
| **Price $ / Sq Ft** | $12.38 |
| **Pallet Count** | 104 |
| **Weight ea. (lbs)** | 21.25 |

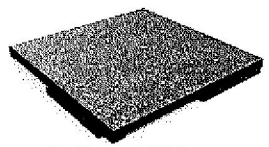
**Premium 70% Series Color Blends:** *Smoke, Aquamarine, Forest Green & Red Rock*



*Tile Shown: 1.25" Aquamarine*

| | |
|---|---|
| **Thickness** | 1.25" |
| **Fall Height** | N/A |
| **Price CAD** | $54.00 |
| **Price $ / Sq Ft** | $13.50 |
| **Pallet Count** | 104 |
| **Weight ea. (lbs)** | 21.25 |

**Premium 95% Series Color Blends:** *Sedona, Sierra Brown, Granite, Tuscan Red, Sangria, Denim, Emerald Green, Safari & Azure*



*Tile Shown: 1.25" Granite*

| | |
|---|---|
| **Thickness** | 1.25" |
| **Fall Height** | N/A |
| **Price CAD** | $58.50 |
| **Price $ / Sq Ft** | $14.63 |
| **Pallet Count** | 104 |
| **Weight ea. (lbs)** | 21.25 |

***All Tiles are 24 in x 24 in***

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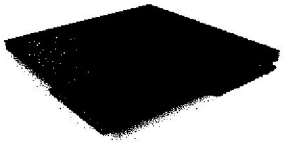
**Plus Series:** *Midnight Black*



*Tile Shown: 2.0" Midnight Black*

| Thickness | 2.00" | 2.75" | 3.25" |
|---|---|---|---|
| Fall Height | N/A | N/A | N/A |
| Price CAD | $50.40 | $54.90 | $58.50 |
| Price $ / Sq Ft | $12.60 | $13.73 | $14.63 |
| Pallet Count | 90 | 72 | 66 |
| Weight ea. (lbs) | 25.00 | 28.71 | 32.40 |

**Premium 10% Series Colors:** *Black, Blue, Red, Yellow, Green, Light Gray & Medium Gray*



*Tile Shown: 2.0" Light Gray*

| Thickness | 2.00" | 2.75" | 3.25" |
|---|---|---|---|
| Fall Height | N/A | N/A | N/A |
| Price CAD | $65.70 | $73.80 | $76.50 |
| Price $ / Sq Ft | $16.43 | $18.45 | $19.13 |
| Pallet Count | 90 | 72 | 66 |
| Weight ea. (lbs) | 26.45 | 30.70 | 31.85 |

**Premium 70% Series Color Blends:** *Smoke, Aquamarine, Forest Green & Red Rock*

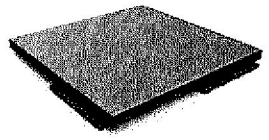


*Tile Shown: 2.0" Smoke*

| Thickness | 2.00" | 2.75" | 3.25" |
|---|---|---|---|
| Fall Height | N/A | N/A | N/A |
| Price CAD | $69.30 | $77.40 | $80.10 |
| Price $ / Sq Ft | $17.33 | $19.35 | $20.03 |
| Pallet Count | 90 | 72 | 66 |
| Weight ea. (lbs) | 26.45 | 30.70 | 31.85 |

***All Tiles are 24 in x 24 in**

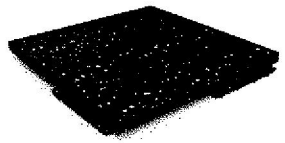
**Plus Series Solid Colors:** *Terracotta, Turf Green, Ocean Blue, & Saddle Brown*



*Tile Shown: 2.0" Slate Gray*

| Thickness | 2.00" | 2.75" | 3.25" |
|---|---|---|---|
| Fall Height | N/A | N/A | N/A |
| Price CAD | $57.60 | $62.10 | $64.80 |
| Price $ / Sq Ft | $14.40 | $15.53 | $16.20 |
| Pallet Count | 90 | 72 | 66 |
| Weight ea. (lbs) | 25.40 | 29.40 | 32.80 |

**Premium 35% Series Color Blends:** *Pewter, Ivory, Pumpkin Spice, Sapphire, Shamrock & Lava*



*Tile Shown: 2.0" Lava*

| Thickness | 2.00" | 2.75" | 3.25" |
|---|---|---|---|
| Fall Height | N/A | N/A | N/A |
| Price CAD | $67.50 | $75.60 | $78.30 |
| Price $ / Sq Ft | $16.88 | $18.90 | $19.58 |
| Pallet Count | 90 | 72 | 66 |
| Weight ea. (lbs) | 26.45 | 30.70 | 31.85 |

**Premium 95% Series Color Blends:** *Sedona, Sierra Brown, Granite, Tuscan Red, Sangria, Denim, Emerald Green, Safari & Azure*

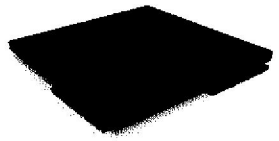


*Tile Shown: 2.0" Granite*

| Thickness | 2.00" | 2.75" | 3.25" |
|---|---|---|---|
| Fall Height | N/A | N/A | N/A |
| Price CAD | $71.10 | $79.20 | $81.90 |
| Price $ / Sq Ft | $17.78 | $19.80 | $20.48 |
| Pallet Count | 90 | 72 | 66 |
| Weight ea. (lbs) | 26.45 | 30.70 | 31.85 |

dura STRONG®
RUBBER PAVING TILES

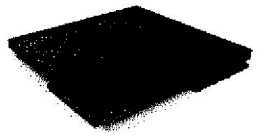
**Walkway Pads**



*Tile Shown: 2.0" Black*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price CAD | $32.40 | $51.30 |
| Price $ / Sq Ft | $8.10 | $12.83 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 24.60 | 35.20 |

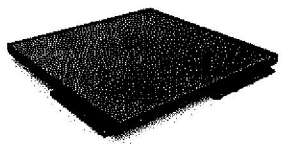
**Plus Series:** *Midnight Black*



*Tile Shown: 2.0" Midnight Black*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price CAD | $40.50 | $54.90 |
| Price $ / Sq Ft | $10.13 | $13.73 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 23.91 | 33.26 |

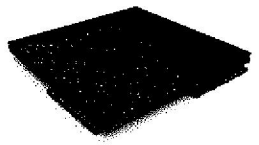
**Plus Series Solid Colors:** *Terracotta, Turf Green, Ocean Blue, & Saddle Brown*



*Tile Shown: 2.0" Terracotta*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price CAD | $45.90 | $57.60 |
| Price $ / Sq Ft | $11.48 | $14.40 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 24.46 | 33.81 |

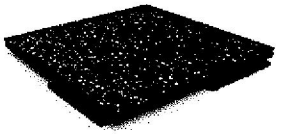
**Premium 10% Series Colors:** *Black, Blue, Red, Yellow, Green, Light Gray & Medium Gray*



*Tile Shown: 2.0" Light Gray*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price CAD | $59.40 | $73.80 |
| Price $ / Sq Ft | $15.75 | $18.45 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 25.05 | 32.45 |

**Premium 35% Series Color Blends:** *Pewter, Ivory, Pumpkin Spice, Sapphire, Shamrock & Lava*



*Tile Shown: 2.0" Ivory*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price CAD | $61.20 | $75.60 |
| Price $ / Sq Ft | $15.30 | $18.90 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 25.05 | 32.45 |

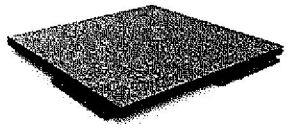
**Premium 70% Series Color Blends:** *Smoke, Aquamarine, Forest Green & Red Rock*



*Tile Shown: 2.0" Red Rock*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price CAD | $63.00 | $77.40 |
| Price $ / Sq Ft | $0.00 | $19.35 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 25.05 | 32.45 |

**Premium 95% Series Color Blends:** *Sedona, Sierra Brown, Granite, Tuscan Red, Sangria, Denim, Emerald Green, Safari & Azure*

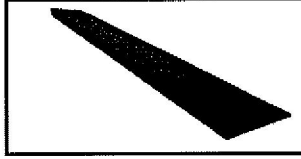


*Tile Shown: 2.0" Sedona*

| Thickness | 2.00" | 4.00" |
|---|---|---|
| Fall Height | N/A | N/A |
| Price CAD | $64.80 | $79.20 |
| Price $ / Sq Ft | $16.20 | $19.80 |
| Pallet Count | 90 | 48 |
| Weight ea. (lbs) | 25.05 | 32.45 |

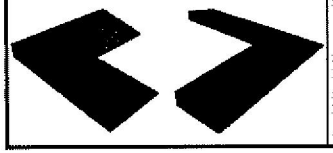
***All Tiles are 24 in x 24 in***

## Accessories: Ramps (Midnight Black)



| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Thickness | 1.25" | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" | 5.00" | 5.25" |
| Depth | 5.88" | 7.00" | 7.00" | 7.63" | 9.00" | 12.00" | 12.00" | 16.00" | 16.00" | 16.00" |
| Length | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" |
| Price CAD | **$45.42** | **$60.40** | **$67.89** | **$68.96** | **$70.05** | **$77.57** | **$78.67** | **$89.44** | **$90.52** | **$91.59** |
| Weight ea. (lbs) | 7.22 | 13.02 | 13.02 | 16.62 | 18.12 | 38.04 | 38.64 | 50.24 | 52.84 | 53.44 |

## Accessories: Ramp Corners Inside / Outside (Midnight Black)



| | | | | | |
|---|---|---|---|---|---|
| Thickness | 1.25" | 2.00" | 2.25" | 2.75" | 3.25" |
| Depth | 5.88" | 7.00" | 7.00" | 7.63" | 9.00" |
| Length | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" |
| Price CAD | **$45.42** | **$60.40** | **$67.89** | **$68.96** | **$70.05** |
| Weight ea. (lbs) | 7.22 | 13.02 | 13.02 | 16.62 | 18.12 |

## Accessories: Ramps - ADA (Midnight Black)



| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Thickness | 1.25" | 2.00" | 2.25" | 2.75" | 3.25" | 3.75" | 4.25" | 4.75" |
| Depth | 16" | 25.75" | 30" | 40" | 47" | 59.75" | 59.75" | 59.75" |
| Length | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" | 47.75" |
| Price CAD | **$148.03** | **$233.58** | **$322.56** | **$323.94** | **$403.85** | **$483.76** | **$493.90** | **$525.13** |
| Weight ea. (lbs) | 17.56 | 35.44 | 35.44 | 49.36 | 102.7 | 156.46 | 156.46 | 156.46 |

| Description | Price | Units |
|---|---|---|
| Tile to Tile Adhesive | **$11.50** | Each |
| Tile to Base Adhesive | **$294.00** | Each |
| Polyurethane Foam Sealant | **$11.50** | Each |
| Manual Dispensing Unit | **$118.00** | Each |
| Battery Powered Dispensing Unit | **$580.00** | Each |
| Rubber Sheeting | **$0.52** | Sq Ft |

## SofSurfaces, Inc. #010521-SFS

Pricing for contract #010521-SFS is provided at 10% off MSRP to Sourcewell participating agencies.

Quantity discounts are available based on the overall square footage of the area:

- 0-499 sq ft: 0%
- 500-999 sq ft: 2.5%
- 1000-1999 sq ft: 5%
- 2000-3999 sq ft: 7.5%
- 4000+ sq ft: 10%

# RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

### Vendor Details

| | |
|---|---|
| Company Name: | SofSurfaces, Inc |
| Address: | 4393 Discovery Line<br>Petrolia, Ontario N0N1R0 |
| Contact: | Brad Goss |
| Email: | gossb@sofsurfaces.com |
| Phone: | 519-882-8799 212 |
| Fax: | 519-882-2697 |
| HST#: | 98-0371105 |

### Submission Details

| | |
|---|---|
| Created On: | Monday November 16, 2020 09:32:15 |
| Submitted On: | Tuesday January 05, 2021 12:39:03 |
| Submitted By: | Brad Goss |
| Email: | gossb@sofsurfaces.com |
| Transaction #: | 56213d69-f0cb-4122-b709-1de883747b6b |
| Submitter's IP Address: | 72.38.189.98 |

## Specifications

### Table 1: Proposer Identity & Authorized Representatives

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * | |
|---|---|---|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | SofSurfaces, Inc | * |
| 2 | Proposer Address: | 4393 Discovery Line<br>Petrolia, ON, N0N1R0<br>Canada | * |
| 3 | Proposer website address: | www.sofsurfaces.com | * |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | Brennan Prins<br>Director<br>4393 Discovery Line<br>Petrolia, ON, N0N1R0<br>Canada<br>b.prins@sofsurfaces.com<br>810-986-8141 | * |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Brad Goss<br>Contract Specialist<br>4393 Discovery Line<br>Petrolia, ON, N0N1R0<br>Canada<br>gossb@sofsurfaces.com<br>519-882-8799 ext 212 | * |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Victor Scarpelli<br>Inside Sales<br>4393 Discovery Line<br>Petrolia, ON, N0N1R0<br>Canada<br>v.scarpelli@sofsurfaces.com<br>519-882-8799 ext 230 | |

### Table 2: Company Information and Financial Strength

| Line Item | Question | Response * | |
|---|---|---|---|

| | | |
|---|---|---|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | sofSURFACES, Inc® had modest beginnings as a small but committed regional supplier of poured-in-place (PIP) safety surfacing for use underneath children's playground structures in 1989. During our initial years our efforts were focused on perfecting the art of installing PIP materials. Within those early years, however, we came to a conclusion that dramatically changed the course of the company. At a time when the company was grappling with the limits of our PIP system, the inability to incorporate an engineered design into the product, and the high dependency placed on the skill of the installer, we also came to the realization that we were installing a product whose final quality was largely influenced by environmental conditions. Since we could not predict or control the weather, we recognized that we would never be able to predict or control the quality of safety performance of the final product.<br>This conclusion forced us to recognize that our desire to lead the industry with high-quality, cutting-edge products was simply incompatible with a PIP system.<br>In 1992 sofSURFACES began to develop what has since become the industry's premier safety surfacing system. Fueled by advancements in production and process technology, sofSURFACES carefully began to develop a state of the art manufacturing process. Consistent with our new direction came a commitment to creating a product with a strong functional design element.<br>After 13 years and 4 design improvements the KROSLOCK® brand entered the market. Significant advancements in product engineering, the elimination of tile to tile separation, and the ability to create a system that is truly vandal resistant, were introduced through the KROSLOCK system and continue to be in high demand today. Having successfully met the demands of our customers by offering the vandal-proof KROSLOCK system, our attention was turned to another industry first; our hollow-core impact pedestal. Built into the underside of the tile product, this design breakthrough accomplished something the industry as a whole previously considered unattainable. By relying on the mechanical recoil action of the impact pedestal, the hollow-core technology acts very much like a series of independent shock absorbers. This design element eliminated the need to rely on a softer and less durable product to attain the necessary fall protection. The result was a product offering extreme durability on the top surface, coupled with exceptional safety performance, a leap which solidified sofSURFACES position as the industry leader in fall protection.<br>With this new technology in place we were able to introduce the industry's first 10 Year Warranty covering durability and compliance with the ASTM F1292 standard for impact attenuation of playground surfaces. In order to be comfortable with such a bold statement we needed to assure that our tile system was capable of performing at a level far exceeding the minimum requirements of the F1292 Standard. With this in mind we began our crusade to altering the industry's view of just meeting the thresholds of the ASTM F1292 standard to exceeding it to offer a product that would be safe for the children that played on it in the future rather than just the current.<br>After Intensive Research and Development, sofSURFACES completed the development of a world class production system. Our fully automated manufacturing facility relies solely on HMI (Human Machine Interface) technology, with every single aspect of the process strictly controlled through advanced computerized monitoring. The resulting finished product offers extreme precision and consistency.<br>With our past we have grown confidence in our product and process for the present and future. With that we now offer a Limited Lifetime Warranty on our product.<br>Customers are searching for a product that is;<br>-maintenance free<br>- aesthetically pleasing<br>-will reduce risk of liability (by head injuries from falls to the surface)<br>-cost effective for the lifetime of the product, backed by a long term warranty and produced by a company that is financially secure<br>With nearly thirty years experience, sofSURFACES can confidently confirm that we check every box. |
| 8 | What are your company's expectations in the event of an award? | sofSURFACES became an awarded Sourcewell vendor in 2013. Each year our Sourcewell Sales have significantly increased and is a major tool for our Sales Staff. We look forward to continuing to educate eligible members and our sofSURFACES Team on the benefits of Sourcewell. |
| 9 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Please see attached our Bank Reference Letter and Dunn and Bradstreet Report. |
| 10 | What is your US market share for the solutions that you are proposing? | Approximately 20% of the playground safety surfacing market is molded tiles and sofSURFACES is part of 50% of those sales (~$12.5million annually and growing). So 50% of playground tile sales and 10% of all safety surfacing sales. |

| | | |
|---|---|---|
| 11 | What is your Canadian market share for the solutions that you are proposing? | There is not specific industry data in our market in Canada but our Canadian Sales represent approximately 10% of the International Manufactured Resilient Rubber tile surfacing sales for sofSURFACES. The Canadian Market in this industry has been behind but in recent years, sales have started to grow, and so we have recently hired additional sales staff to work this market. |
| 12 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | sofSURFACES, Inc has not been the subject to any voluntary or involuntary bankruptcy, insolvency or receivership proceedings. |
| 13 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.<br>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?<br>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | sofSURFACES is the manufacturer of the product and we distribute in two different manners; we have a North American Dealer Network made up of 30 independently owned organizations with 1-25 sales people representing our product in their markets. We also have a Sales Team employed by sofSURFACES that proactively reach out to potential customers by phone, email, and knocking on doors, as well as an internal team reactively responding to email and phone inquiries. All proposals and sales are managed by our Internal Team so we can assure that the customer's best interest is being handled. |
| 14 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | IPEMA – International Playground Equipment Manufacturer's Association<br>In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to key industry standards as set out by the International Standards Organization.<br><br>NRPA – National Recreation & Parks Association<br>Is the leading non-profit organization dedicated to the advancement of public parks, recreation and conservation<br><br>CPSI – Certified Playground Inspector<br>Six members of our Team have received this Certification from the National Recreation and Park Association (NRPA). This allows us to audit playgrounds to confirm that they meet the Standards set forth by the American Society of Testing Materials (ASTM). Several of our Dealer Representatives have this Certification as well.<br><br>ASTM International – American Society of Testing Materials<br>We are a voting member.<br><br>Floor Score – Certified by SGS Global Services<br>Floor Score is a certification program established by the Resilient Floor Covering Institute (RFCI) for hard surface flooring and flooring adhesives products that meet strict indoor air quality (IAQ) requirements. Products bearing this icon meet the indoor air quality emissions criteria of LEED, CHPS, the Green Guide for health Care, and are recognized by a long list of healthy building programs.<br><br>USGBC – US Green Building Council Member<br>The US Green Building Council is the nation's foremost coalition of leaders working to transform the way buildings and communities are designed, built, and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves quality of life. |
| 15 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | sofSURFACES has not been the subject of any suspensions or disbarments. |

## Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * | |
|---|---|---|---|
| 16 | Describe any relevant industry awards or recognition that your company has received in the past five years | There are not a lot of industry awards in our market. sofSURFACES is featured regularly in many key industry trade publications. With many of these, we also invest significant advertising dollars, and therefore we do not focus our efforts on industry awards. . | * |
| 17 | What percentage of your sales are to the governmental sector in the past three years | 35% of our duraSAFE sales would be sold to Government. (City and Counties) | * |
| 18 | What percentage of your sales are to the education sector in the past three years | 55% of our duraSAFE sales would be sold to Education. | * |
| 19 | List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | sofSURFACES, Inc is an awarded vendor on several national and regional cooperative purchasing contracts. Please see the uploaded document titled sofSURFACES Cooperative Contract Sales 2018-20 for the past three years of sales volume. | * |
| 20 | List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years? | sofSURFACES, Inc has been an awarded vendor of a GSA Contract since 2010. Contract Number: GS-03F-0075V SIN - 339920PARK/RC - Park and Playground Equipment SIN - 339920S/RC - Sporting Goods Equipment and Supplies Please see the uploaded document titled SofSurfaces Cooperative Contract Sales 2018-20 for the past three years of sales volume. | * |

## Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

| Entity Name * | Contact Name * | Phone Number * | |
|---|---|---|---|
| Denver Public Schools Denver, CO | Jim Staples jim_staples@dpsk12.org | 760-646-2833 | * |
| City of Brampton Brampton, ON | Joe Ferreira joe.ferreira@brampton.ca | 905-874-2956 | * |
| Clark County Parks & Recreation Las Vegas, NV | Roland Wisdom roland.wisdom@clarkcountynv.gov | 702-748-3281 | * |

## Table 5: Top Five Government or Education Customers

**Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.**

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * | |
|---|---|---|---|---|---|---|
| City Parks & Recreation | Government | Pennsylvania - PA | Material and Installation | Approximately $35000/project | Approximately $2m | * |
| City Parks & Recreation | Government | ON - Ontario | Material and Installation | Approximately $55000/project | Approximately $750k | * |
| K-12 Public Education | Education | Colorado - CO | Material and Installation | Approximately $37000/project | Approximately $1m | * |
| K-12 Public Education | Education | Washington - WA | Material and Installation | Approximately $60000/project | Approximately $1.5m | * |
| City Parks & Recreation | Government | Nevada - NV | Material and Installation | Approximately $60000/project | Approximately $1m | * |

## Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * | |
|---|---|---|---|
| 23 | Sales force. | sofSURFACES has 8 Territory Sales Managers dispersed throughout Canada and the USA whose responsibility is to service and grow their territories. They work directly with the end users, support our Dealer Network, work closely with our Installation Crews and Internal Sales Team.<br>Our Internal Sales Team assist the Sales Managers, Dealer Representatives as well as proactively seeking future sales and reactively handling all internal inquiries<br>All Sales Activity is tracked using our customized SofSurfaces Sales Tool and our Customer Relationship Management System. | * |
| 24 | Dealer network or other distribution methods. | sofSURFACES has fined tuned our Dealer Network to where we feel we have the best representation of our product lines across North America. This Sales Force is approximately 100 members strong whom are all informed of the value of leading with our Sourcewell Contract when speaking to potential customers. All quotations and sales are managed by our Internal Sales Team and tracked using our customized sofSURFACES Sales Tool and our Customer Relationship Management System. | * |
| 25 | Service force. | sofSURFACES Installation Department manages 6 sofSURFACES employed Certified Crews that travel across North America installing full time and have several Trained and Certified sub-contracted Crews at our disposal. | * |
| 26 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | sofSURFACES thrive at being a solution-oriented company. We will guide the member through the initial stages of the process and advise them of how to purchase the best solution for their need. Often, this leads to our product but if we are not the answer the member still leaves with the knowledge of what we gave them and we will reference to another that can help (often within the Sourcewell Family of Vendors).<br>Request for quotations are responded to within a few hours and we can produce, package and ship orders within one to two weeks. Our Logistics and Installation Managers communicate the expectations of their services and a follow up call from the Sales Rep is scheduled after all is complete to confirm the customer is happy with the purchase.<br>If an issue occurs with our product at a later date we will discuss solutions to repair or replace and make a date for resolution.<br>The whole process is seamless because we have the right people in the right chairs to guide the member through. | * |
| 27 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States. | sofSURFACES is authorized to sell products and provide services in all parts of North America and will fully serve all geographic areas through the proposed contract. | * |
| 28 | Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada. | sofSURFACES headquarters is located in Ontario, Canada. With a collection of Dealer Representatives, Certified Installation Crews and our internal Sales Staff we are able to fully service all of Canada. | * |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | sofSURFACES is authorized to sell products and provide services in all parts of North America and will fully serve all geographic areas through the proposed contract. | * |
| 30 | Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | The City of Pittsburgh insists on using their State Contract (Co-Stars 14) for all of their material purchases and their County Contract (Allegheny County) for all of their installation purchases. Numerous times our Sourcewell Contract Manager and myself have tried to flip them but they are unwilling. This is the only area that we do not lead with our Sourcewell Contract. | * |
| 31 | Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories. | sofSURFACES has used this contract in Hawaii and Alaska with success and the only differences is that we need to take a careful look at logistics and travel cost on a case by case basis, without restrictions. | * |

## Table 7: Marketing Plan

| Line Item | Question | Response * | |
|---|---|---|---|
| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | sofSURFACES frequently sends out email newsletters to all members within our dealer/distribution network. With a database of nearly 50,000 qualified leads throughout North America, this form of communication will prove to be effective in regularly communicating the benefits of procured purchasing to those who may not be familiar with it. We have recently enhanced our incumbent marketing material to include a new portfolio of premium color blends and finishing options. We have utilized this opportunity to also ensure that Sourcewell is prominently displayed on all duraSAFE® (duraSAFE Rubber Playground Tiles) literature. With the exception of 2020 (due to Covid-19), sofSURFACES heavily markets duraSAFE via trade shows, online video, summit-style conventions, Google AdWords, and print and digital advertising with key trade publications. All of these channels will continue serve as vital educational opportunities for qualified customers. | * |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | sofSURFACES regularly provides updates about our recently completed projects, new product enhancements or features, installation and repair tips and techniques via youtube, facebook, instagram and our website (sofsurfaces.com). Our dealer/representatives are encouraged to do the same. | * |
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | We believe Sourcewell's role in promoting contracts would be best served as more of an educational role about the many benefits working with a membership-driven government agency. We would anticipate that Sourcewell will promote sofSURFACES' products to their members through all available channels – both online and in print. sofSURFACES regularly showcases recently completed projects across various mediums. Any Sourcewell-awarded projects will included a disclaimer wherever these images appear in both digital and printed formats. | * |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Every project is unique and product applications vary considerably with every order; therefore, our products are not currently available through an e-procurement system. | * |

## Table 8: Value-Added Attributes

| Line Item | Question | Response * | |
|---|---|---|---|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | In the initial discussions with any customer we invite them to an educational presentation (online) outlining:<br>- the options available for a suitable safety surface under a playground<br>- the advantages and disadvantages of each surface<br>- what they should look for and avoid when deciding on a surfacing solution<br>- what options they have for purchasing<br>This is not mandatory but our customers have reacted well to this as it only takes a short time to present and any of our Sales Team can present for no cost. | * |
| 37 | Describe any technological advances that your proposed products or services offer. | Our Hollow Core Pedestal was one of our greatest achievements as it allowed us to rely on the mechanical recoil mechanism of the design rather than an inconsistent, loose compaction of the rubber. The results allowed us to create a firm, durable top surface that offered superior fall height protection that we can warrant for the life of the playground. Our new Edge Cut is a grove on the vertical edge of the tile that allows us to include 25% more adhesive to strengthens the tile to tile bond. And with conjunction of the KROSLOCK locking mechanism and our Compressed Installation we have separated duraSAFE from our competition. We have invested heavily into our production system creating a process that creates a product that looks, feels and performs consistently. Our Research and Development Department is constantly working on advancements to our product and process to create the ultimate product for our Customers. | * |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | duraSAFE tiles contains up to 93% post-consumer recycled content with a minimum of 1.5 passenger car tires being utilized in the production of each tile. Over 1 million passenger tires will be diverted from North America's landfills from the production of our family of products each year.<br>After our product has reached the end of its useful service life the product can be returned, reprocessed and reintegrated into new products.<br>77% of our raw material supplies come from within 180 miles of our manufacturing site and we have taken great strides to assure our facility is energy efficient and safe for our workers and the environment.<br>duraSAFE tiles meets the stringent criteria required to contribute towards points under 2 of the 6 LEED rating system categories including MR 4.1 and MR 4.2. | * |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | At sofSURFACES, we are committed to operating our business in a manner that uses resources wisely, protects the quality of our environment, as well as the health and safety of our families and communities. As an industry leader in manufacturing recycled products, our products are made in a state-of-the-art facility where we strive to continually improve our quality, efficiency, and responsive resource management.<br>We do this by collecting all of our production scrap and recouping it back into our system, so there is no waste. We have diverted approximately 1 million passenger tires each year from North America's landfills to be used in the manufacturing of our family of products. At the end of the tile's service life; the product can be returned to our facility, reprocessed and reintegrated into new products making it 100% sustainable. Many efficiencies have been implemented into our production facility to reduce emissions, heat and electricity all with consideration to our carbon footprint.<br>This dedication to our future has aided our customers to be awarded with environmental grants across North America.<br>duraSAFE is compatible with a variety of LEED requirements and can contribute to multiple LEED credits over various rating categories. | * |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | sofSURFACES is not a WMBE or SBE but we do have Territory Dealer Representatives that have accreditations as well as a few of our Certified Installation Crews. | * |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities? | Quite simply, our products are engineered to last. Our proprietary molding process allows the wear layer of our tiles to be molded at much higher compresion and a significantly higher density than our competitor's products. The end result is an extremely durable product that can withstand the toughest weather conditions in any climate. In addition, our patented KROSLOCK tile-locking mechanism, combined with the variable thickness of our hollow core pedestal design truly sets this product apart from any other playground tile products or loose-fill systems.<br>For these reasons and more, we are able to offer our customers our best-in-industry limited lifetime warranty – which includes fall height protection for the life of the product.<br>Our entire team from sales and quoting through to installations, work collaboratively in order to maintain constant communication with the Customer. | * |

## Table 9: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

| Line Item | Question | Response * | |
|---|---|---|---|
| 42 | Do your warranties cover all products, parts, and labor? | sofSURFACES has a Limited Lifetime Warranty on all of our products. We recommend that installation of the product occurs by a Trained and Certified Installer and if so we will warrant that the same as the product. Please see duraSAFE_ProductWarranty_Lifetime_Combo in the attached documents | * |
| 43 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | There are no usage restrictions or limitations that will affect our warranty coverage as outlined in the attached documents; duraSAFE_ProductWarranty_Lifetime_Combo | * |
| 44 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | If sofSURFACES' certified installers are used in the initial installation than their work is also covered with the Limited Lifetime Warranty. If material only was purchased, we will work with the member to either offer guidance or repair or replace when we are in the vicinity. | * |
| 45 | Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair? | sofSURFACES is able to provide a Certified Installer for all warranty requirements. If our timing and winter weather conflict we will discuss if the end user has the means to correct with our guidance. | * |
| 46 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | sofSURFACES will cover warranty on any portions of the proposal that were deemed to be needing service regardless of original manufacturer. | * |
| 47 | What are your proposed exchange and return programs and policies? | sofSURFACES has two series of products; Plus, and Premium.<br>Plus material can be returned with a 15% restocking fee.<br>Premium Series is all custom made and cannot be returned but we will aid the member with a solution to help compensate. | * |
| 48 | Describe any service contract options for the items included in your proposal. | sofSURFACES does not have a service contract because our product does not need to be routinely serviced. The function of our product will perform for the lifetime of the playground as per our warranty. | * |

## Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|---|---|---|---|
| 49 | What are your payment terms (e.g., net 10, net 30)? | net 30 | * |
| 50 | Describe any leasing or financing options available for use by educational or governmental entities. | sofSURFACES now offers financing options to our customers for projects that exceed $10,000.00 (all currencies). For the customer's convenience, we offer three financing options:<br><br>$10,000.00 – $24,999.00: 1 YEAR TERM<br><br>$25,000.00 – $36,000.00: 1 or 2 YEAR TERM<br><br>$36,000.00 + : CHOICE OF 1, 2 or 3 YEAR TERM<br><br>All freight and applicable taxes are due prior to shipping. All terms require a down payment of 15%.<br><br>Final rates subject to OAC (on approved credit). | * |
| 51 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders. | sofSURFACES' internal Sales Team are a part of all quotations and the final sale, and will assist with the complete process.<br>Since our last Sourcewell contract was awarded, we have integrated a tool in our sales program to tag each Sourcewell project at the initial stages so that it is easily recognized in our volume of sales.<br>Regardless of whether a sale is sold direct to the Sourcewell Member from sofSURFACES or if a member of our Dealer Network represents our contract and product in a sale, sofSURFACES' internal Sales Team will facilitate the order and submit the administrative fee. | * |
| 52 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process? | P-Card Procurement is not a payment option at this time but is being considered. | * |

## Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

| Line Item | Question | Response * | |
|---|---|---|---|
| 53 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | sofSURFACES is offering line-item discounts of 10% off of the 2021 Product Price List for all our duraSAFE, duraTRAIN, duraSOUND, and duraSTRONG products. Based on the overall square footage (volume) there could be up to an additional 10%.<br>All Accessories are at a fixed price and will not be discounted.<br>This is our ceiling pricing that no sale will exceed.<br>I have attached our 2021 Product Price List as well as our Sourcewell 2021 Product Price List. (US$ and CDN$) | * |
| 54 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | sofSURFACES is offering 10% off of our MSRP with volume discounts available for up to another 10%. | * |
| 55 | Describe any quantity or volume discounts or rebate programs that you offer. | sofSURFACES will offer a quantity discount based on the overall square footage of the area.<br>0 - 499sqft - 0%<br>500-999sqft - 2.5%<br>1000-1999sqft - 5.0%<br>2000-3999sqft - 7.5%<br>4000 + sqft - 10.0% | * |
| 56 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | sofSURFACES will work with the Sourcewell Member with the regard to pricing and delivery of any open market and /or non-standard options which would be desired. We would agree upon a desired outcome, and reflect this in the customer's proposal. | * |
| 57 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | sofSURFACES includes installation, site preparation, removal with most of our proposals. This pricing is specific for each project and so a contractual price cannot be factored in. sofSURFACES has several options for Installation all over Canada and the USA and will select the crew that aligns the best with the purchaser to offer the most competitive pricing. | * |
| 58 | If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program. | Shipping will be an additional cost to the Sourcewell Member so we can price as aggressive as possible on their behalf.<br>We need to review on a case by case basis because there are so many variables when it comes to us shipping product to our customers. There are variances with each individual tile, each order, and each location.<br>Our Logistics Department is in constant discussions with several brokers and carriers. They will request quotes for each order to find the most competitive carrier for the member's needs.<br>With over 1600 projects sold a year our Carriers offer us very competitive pricing. | * |
| 59 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | sofSURFACES has a history with shipping to Alaska and Hawaii and will assemble options that will best suit the Sourcewell Member. sofSURFACES headquarters is based in Canada and our Logistics Team has several sources to deliver material anywhere where needed. | * |
| 60 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Each member has different needs so we will cater our delivery to whatever is needed. We have options for lift gates, residential deliveries, flat beds, weekends, specific hours. We will address what is needed and price accordingly. | * |

## Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|---|---|---|
| 61 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | |

### Table 13: Audit and Administrative Fee

| Line Item | Question | Response * | |
|---|---|---|---|
| 62 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | A self-audit process is in place specifically intended to verify compliance of cooperative purchasing contracts<br>Our Contract Specialist pulls quarterly Sourcewell sales reports from our Sales System and calculates the associated fee for that time period.<br>When validation is completed a report is sent to our Controller and Accounts Payable Department.<br>Both departments will review before dispersing payment.<br>Invoice documents for all Sourcewell projects are available for review upon request | * |
| 63 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | sofSURFACES proposes a 2% administration fee calculated as a percentage of the customer contact sales price. | * |

### Table 14A: Depth and Breadth of Offered Equipment Products and Services

| Line Item | Question | Response * | |
|---|---|---|---|
| 64 | Provide a detailed description of the equipment, products, and services that you are offering in your proposal. | sofSURFACES is the leader in the playground surfacing industry and has been for many years. We can offer peace of mind for parents and guardians as our duraSAFE product is engineered to protect the children that play on it from critical head injury. From the initial stages our design team will work with the customer to select from our 9 different thicknesses of product to assure that we offer proper protection if a child were to fall from the play equipment regardless of height. We have an internal Standard that our products will exceed the thresholds of the Industry Standards by 60%. We manufacturer duraSAFE to do this for higher protection and a longer life. We warrant duraSAFE for the lifetime of the playground.<br>With 6 standard colors and an infinite range of customizable Premium color blends, our design team can create a playful ground level canvas that sparks the imagination of the children and adds one more play feature that all can enjoy regardless of their abilities.<br>Our service team will communicate with the customer in all aspects of planning through to installation. Our Certified Installation Crews are capable of removal of existing surfaces, preparing the sub surface for our product, and installation of their selected sofSURFACE. | * |
| 65 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Rubber Protective Surfacing<br>Installation and Shipping<br>Accessories for Installation<br>Incidental Product Lines – duraSTRONG (rooftop/walkway/patio), duraSOUND (sound reduction), duraTRAIN (fitness flooring) | * |

### Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

| Line Item | Category or Type | Offered * | Comments | |
|---|---|---|---|---|
| 66 | Playground equipment, site furnishings, site amenities, and accessories. | ○ Yes<br>◉ No | n/a | * |
| 67 | Water play and aquatic recreational structures and equipment. | ○ Yes<br>◉ No | n/a | * |
| 68 | Playground surfacing and fall protection, and water play and aquatic recreational surfacing. | ◉ Yes<br>○ No | Playground surfacing and fall protection | * |
| 69 | Services related to the solutions above. | ◉ Yes<br>○ No | Design Build, site assessment, site preparation, installation, maintenance/repair, warranty | * |

## Table 15: Industry Specific Questions

| Line Item | Question | Response * | |
|---|---|---|---|
| 70 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | sofSURFACES collects our analytical information with Tableau Software. This allows us to focus in on What/Why/When/Where and How each sale is groomed. It is here where we will see who is using our Sourcewell Contract to the fullest and how they can teach others to use it with success. We would expect our Sourcewell driven sales will continue to grow every year as it has for the past six years. | * |
| 71 | Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility? | sofSURFACES is the leader in the playground surfacing industry and has been for many years. We can offer peace of mind for parents and guardians as our duraSAFE product is engineered to protect the children that play on it from critical head injury. From the initial stages our design team will work with the customer to select from our 9 different thicknesses of product to assure that we offer proper protection if a child were to fall from the play equipment regardless of height. We have an internal Standard that our products will exceed the thresholds of the Industry Standards by 60%. We manufacturer duraSAFE to do this for higher protection and a longer life. Our duraSAFE tile design relies on our advanced hollow core pedestals to offer our resiliency allowing for a firm, stable, consistent surface that allows for an inclusive playing surface for all abilities.<br>We warrant duraSAFE for the lifetime of the playground. | * |
| 72 | Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.). | With 6 standard colors and an infinite range of customizable Premium color blends, our design team can create a playful ground level canvas that sparks the imagination of the children and adds one more play feature that all can enjoy regardless of abilities. | * |
| 73 | Identify any certification(s) that your business or the products included in your proposal have attained or received. | IPEMA – International Playground Equipment Manufacturer's Association<br>In the interest of public safety, IPEMA provides third-party Product Certification services for U.S. and Canadian public play equipment and U.S. public play surfacing materials. The services provide for the validation of a participant's certification of conformance to key industry standards as set out by the International Standards Organization.<br><br>NRPA – National Recreation & Parks Association<br>Is the leading non-profit organization dedicated to the advancement of public parks, recreation and conservation<br><br>CPSI – Certified Playground Inspector<br>Six members of our Team have received this Certification from the National Recreation and Park Association (NRPA). This allows us to audit playgrounds to confirm that they meet the Standards set forth by the American Society of Testing Materials (ASTM). Several of our Dealer Representatives have this Certification as well.<br><br>ASTM International – American Society of Testing Materials<br>We are a voting member.<br><br>Floor Score – Certified by SGS Global Services<br>Floor Score is a certification program established by the Resilient Floor Covering Institute (RFCI) for hard surface flooring and flooring adhesives products that meet strict indoor air quality (IAQ) requirements. Products bearing this icon meet the indoor air quality emissions criteria of LEED, CHPS, the Green Guide for health Care, and are recognized by a long list of healthy building programs.<br><br>USGBC – US Green Building Council Member<br>The US Green Building Council is the nation's foremost coalition of leaders working to transform the way buildings and communities are designed, built, and operated, enabling an environmentally and socially responsible, healthy, and prosperous environment that improves quality of life. | * |

## Table 16: Exceptions to Terms, Conditions, or Specifications Form

**Line Item 74.** NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

| Contract Section | Term, Condition, or Specification | Exception or Proposed Modification |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**Proposer's Affidavit**

## PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    b. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brennan Prins, Director, SofSurfaces, Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

| File Name | I have reviewed the below addendum and attachments (if applicable) | Pages |
|---|---|---|
| **Addendum 6_Playground_Water_Play_Equipment_RFP_010521**<br>Tue December 22 2020 03:29 PM | ☑ | 1 |
| **Addendum 5_Playground_Water_Play_Equipment_RFP_010521**<br>Fri December 18 2020 04:15 PM | ☑ | 1 |
| **Addendum 4_Playground_Water_Play_Equipment_RFP_010521**<br>Mon December 7 2020 07:55 AM | ☑ | 1 |
| **Addendum 3_Playground_Water_Play_Equipment_RFP_010521**<br>Thu November 19 2020 08:52 AM | ☑ | 1 |
| **Addendum 2_Playground_Water_Play_Equipment_RFP_010521**<br>Fri November 13 2020 09:09 AM | ☑ | 2 |
| **Addendum 1_Playground_Water_Play_Equipment_RFP_010521**<br>Thu November 12 2020 10:53 AM | ☑ | 2 |

# AMENDMENT #1
# TO
# CONTRACT #010521-SFS

THIS AMENDMENT is by and between **Sourcewell** and **SofSurfaces, Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Playground and Water Play Equipment with Related Accessories and Services to Sourcewell and its Participating Entities, effective February 16, 2021, through February 17, 2025 (Original Agreement).

The parties wish to amend the following terms within the Contract.

1. This Amendment is effective upon the date of the last signature below.

2. Section 18. Insurance, Subsection A. Requirements, Item 5. Professional/Technical Errors and Omissions of the Original Agreement is deleted in its entirety.

Except as amended by this Amendment, the Original Agreement remains in full force and effect.

**Sourcewell**

By: DocuSigned by: Jeremy Schwartz C0FD2A139D0G489...
Jeremy Schwartz

Title: Director of Operations & Procurement/CPO

Date: 6/15/2021 | 9:33 AM CDT

**SofSurfaces, Inc.**

By: DocuSigned by: Brennan Prins C975A1B29A14472...
Brennan Prins

Title: Director

Date: 6/15/2021 | 7:30 AM PDT

**Sourcewell–APPROVED:**

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette

Title: Executive Director/CEO

Date: 6/15/2021 | 9:34 AM CDT

# RFP #010521
# REQUEST FOR PROPOSALS
# for
# Playground and Water Play Equipment with Related Accessories and Services

## Proposal Due Date: January 5, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Solicitation Schedule**

| | |
|---|---|
| Public Notice of RFP Published: | November 10, 2020 |
| Pre-proposal Conference: | December 3, 2020, 10:00 a.m., Central Time |
| Question Submission Deadline: | December 23, 2020, 4:30 p.m., Central Time |
| **Proposal Due Date:** | **January 5, 2021**, 4:30 p.m., Central Time<br>Late responses will not be considered. |
| Opening: | January 5, 2021, 6:30 p.m., Central Time ** |

** SEE RFP SUB-SECTION V. G. "OPENING"

## I. ABOUT SOURCEWELL PARTICIPATING ENTITIES

### A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative contracting solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative contracting provides participating entities and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

### B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Calgary, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations, Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), Association of Manitoba Municipalities (AMM), Local Authority Services (LAS), Municipalities Newfoundland and Labrador (MNL), Nova Scotia Federation of Municipalities (NSFM), and Federation of Prince Edward Island Municipalities (FPEIM).

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country's listing): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Access to contracted equipment, products, or services by Participating Entities is typically through a purchase order issued directly to the applicable vendor. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, public notice of this RFP has been broadly published, including notification in the United States to each state-level procurement department for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

## II. EQUIPMENT, PRODUCTS, AND SERVICES

### A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

### B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Playground and Water Play Equipment with Related Accessories and Services, including, but not to be limited to:

   a. Playground equipment, site furnishings, site amenities, and accessories;

b. Water play and aquatic recreational structures and equipment, such as splash pads, waterparks, waterslides, playable fountains, ground sprays and activity towers;

c. Playground surfacing and fall protection, and water play and aquatic recreational surfacing; and,

d. Services related to the solutions described in subsections 1. a. - c. above, including design-build services, site assessment, site preparation, installation, maintenance or repair, and warranty programs. However, this solicitation should NOT be construed to include "service-only" solutions. Proposers may include related services to the extent that these solutions are complementary to the offering of the equipment and products being proposed.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

1. Athletic Surfacing with Related Materials, Supplies, Installation, and Services (RFP #060518)
2. Athletic and Physical Education Equipment and Supplies with Related Accessories (RFP #071819)
3. Flooring Materials, with Related Supplies and Services (RFP #080819)

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

A Proposer may elect to offer a materials-only solution, a turn-key solution, or an alternative solution. Generally, a turn-key solution is most desirable to Sourcewell and its Participating Entities, however, it is not mandatory or required.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. Up to two one-year extensions may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $70 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

## III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Participating Entity). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S. and Canadian dollars (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

## IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the Proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's Proposal. Exceptions must:

1. Clearly identify the affected article and section, and
2. Clearly note what language is requested to be modified.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded vendor for signature.

If a Proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

## V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The

purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its Proposal (and up to the Proposal due date). If the Proposer's Proposal status has changed to INCOMPLETE, the Proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a Proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the Proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

## VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of Proposers that Sourcewell determines is necessary to meet the needs of Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A Proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

| | |
|---|---|
| Conformance to RFP Requirements | 50 |
| Financial Viability and Marketplace Success | 75 |
| Ability to Sell and Deliver Service | 100 |
| Marketing Plan | 50 |
| Value Added Attributes | 75 |
| Warranty | 50 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 |
| Pricing | 400 |
| **TOTAL POINTS** | **1000** |

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of $20,000, except where prohibited by law or treaty.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;

- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a Proposal;
- Disqualify any Proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any Proposer; and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more Proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the Proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law.

Sourcewell will not consider the prices submitted by the Proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a Proposer is not considered trade secret under the statutory definition.

The Proposer understands that Sourcewell will reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell

11/12/2020

Addendum No. 1
Solicitation Number: RFP 010521
Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

We manufacture site amenities such as tables, bollards, benches, trash receptacles and more. We do not manufacture playgrounds or water play equipment. Based on this, can we bid as a provider of the equipment and installation of our product scope?

**Answer 1:**

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services).

**Question 2:**

Do we need to be able to provide all the items listed in the Requested Equipment, Products, or Services to respond to the RFP?

**Answer 2:**

Sourcewell is seeking "... the broadest possible selection of products/equipment and services being proposed ... to the largest possible cross-section of Sourcewell current and future Participating Entities." A proposer is not required to offer all possible products or services within the scope of the solicitation to be considered for award.

Only those products and services within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/12/2020, is required at the time of proposal submittal.

Sourcewell

11/13/2020

Addendum No. 2
Solicitation Number: RFP 010521
Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

We are a manufacturer's representative in New York. Will that disqualify us from an award?

**Answer 1:**

A proposer is not required to cover every geographic region to be considered for award. Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Participating Entities. Refer to the RFP Article on Participating Entities and Use of the Resulting Contracts for details. Each proposal is evaluated based on the criteria stated in the RFP.

**Question 2:**

Are you looking for pour in place rubber surfacing? This will be hard to provide, as it is dependent on the equipment being used for fall height and location of the playground or park.

**Answer 2:**

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A proposer can propose its entire line of equipment, products, and services falling within the scope of the RFP. Section II. B. of the RFP addresses the Requested Equipment, Products, or Services for this solicitation.

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End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/13/2020, is required at the time of proposal submittal.

Sourcewell

11/19/2020

Addendum No. 3
Solicitation Number: RFP 010521
Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is this RFP the same as the previous Recreation and Playground Equipment, Accessories, and Supplies contract that expires on 4/14/21?

**Answer 1:**

The Sourcewell RFP is an open and competitive solicitation process. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation and each Proposal will be evaluated based on the criteria stated in the RFP. Each RFP is an opportunity independent of any other prior, current or future RFPs.

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End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 11/19/2020, is required at the time of proposal submittal.

Sourcewell

12/7/2020

Addendum No. 4
Solicitation Number: RFP 010521
Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

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**Question 1:**

We are a manufacturer with dealers and sales partners in many states and provinces. If awarded a contract, are we able to assign the contract to the local partner so that we do not need to be registered to collect tax in every state and province?

**Answer 1:**

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – "... If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract." It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell Participating Entities and satisfy all the requirements of the RFP and the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

For additional detail on the requirement for awarded suppliers with respect to distributor/dealer networks, refer to Sourcewell Contract Template Section 2. C. – Dealers, Distributors, and/or Resellers.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/7/2020, is required at the time of proposal submittal.

Sourcewell

12/18/2020

Addendum No. 5
Solicitation Number: RFP 010521
Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Is Table 5 required for submission? Will bid be considered incomplete without it?

**Answer 1:**

It is left to the discretion of each proposer to determine the documentation necessary to satisfy all the requirements included in the questionnaire tables. All proposals are evaluated based on the criteria as stated in the RFP.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/18/2020, is required at the time of proposal submittal.

Sourcewell

12/22/2020

Addendum No. 6
Solicitation Number: RFP 010521
Solicitation Name: Playground and Water Play Equipment with Related Accessories and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

---

**Question 1:**

Can we email our financial statements to a procurement representative for review rather than submitting in the portal?

**Answer 1:**

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

**Question 2:**

Are you selecting multiple suppliers for award?

**Answer 2:**

Refer to RFP Section VI. - EVALUATION AND AWARD, subsections A. and B., for information regarding Sourcewell's intent with respect to awards. No limit (floor or ceiling) on the number of awards has been imposed.

---

End of Addendum

Acknowledgement of this Addendum to RFP 010521 posted to the Sourcewell Procurement Portal on 12/22/2020, is required at the time of proposal submittal.

## Solicitation Setting

| | |
|---|---|
| ✔ Invite Bidders | No |
| ✔ Evaluate Response online | No |
| ✔ Internal Approval | No |
| ✔ Enable Collaboration with other Users | No |

## Solicitation Details

**Mandatory Information**

| | | | |
|---|---|---|---|
| Solicitation Type | RFP | Solicitation Number | 010521 |
| Solicitation Name | Playground and Water Play Equipment with Related Accessories and Services | Procurement Type | Goods, Services |
| Country & Province/State | Canada / Ontario | Published By | Sourcewell |
| Accept Questions | Not Applicable | | |

**Internal Information (For Internal Use Only)**

| | |
|---|---|
| Procurement Title/Project Name | 010521 Playground and Water Play Equipment |

## Advertisement

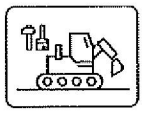
**Basic Settings**

| | | | |
|---|---|---|---|
| Solicitation Type | Open to all suppliers | Estimated Contract Amount | $280,000,000.00 |
| Publish Date | 11/10/2020 | Closing Date & Time | 01/05/2021 16:30:00 CT |
| Publish Option | | Value Range for this Solicitation | 10,000,001 over |

**Selected Categories**

Construction

| | |
|---|---|
| Parks/ Recreational Facilities | Playgrounds Structures/Equipment, Parks And Recreational Facilities, Pools, Skate Park Systems, Arenas, Graveyards, Golf Courses, Etc. Upgrades And Maintenance, bleachers, Cemeteries and Graveyards, playground equipment, Bus Shelters etc |



**Solicitation Overview**

Sourcewell formerly NJPA

### Playground and Water Play Equipment with Related Accessories and Services

010521

Closing Date: 01/05/2021 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Additional Recipients

Once the posting is approved, an e-mail will be sent to the following recipient(s).

| Email Address |
|---|
| carol.jackson@sourcewell-mn.gov |

Sourcewell

# View Details



Click here to return to the Sourcewell Procurement Portal home page.

**Bid Details**

| | |
|---|---|
| Bid Classification: | Goods |
| Bid Type: | RFP - General |
| Bid Number: | RFP 010521 |
| Bid Name: | Playground and Water Play Equipment with Related Accessories and Services |
| Bid Status: | **Open** |
| Bid Closing Date: | Tue Jan 5, 2021 4:30:00 PM (CST) |
| Question Deadline: | Wed Dec 23, 2020 4:30:00 PM (CST) |
| Time-frame for delivery or the duration of the contract: | Four years, with possible extension as stated in the bid documents |
| Negotiation Type: | Refer to project document |
| Condition for Participation: | Refer to project document |
| Electronic Auctions: | Not Applicable |
| Language for Bid Submissions: | English unless specified in the bid document |
| Submission Type: | Online Submissions Only |
| Submission Address: | Online Submissions Only |
| Public Opening: | No |
| Description: | Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered. |
| Bid Document Access: | Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation. |
| Categories: | Show Categories [+] |

Submit a Question | Register for this Bid | Download Bid Documents

# Meeting Locations

The following are the meeting times and locations for the opportunity:

| Meeting Location | Description | Date / Time | Mandatory Me... | Meeting Document |
|---|---|---|---|---|
| Online Pre-Proposal Conference | Login instructions will be provided to registered plan takers by email two business days prior to the web conference. | Thursday December 3, 2020 10:00 AM to 11:00 AM (CST) | No | |

**Documents**

| File Name | Pages | |
|---|---|---|
| **RFP_010521_Playground_Water_Play_Equipment** Wednesday November 4, 2020 02:58 PM | 12 | Download |
| **RFP_010521_Playground_Water_Play_Equipment_Contract_Template** Wednesday November 4, 2020 03:00 PM | 17 | Download |

**Addenda**

No Addenda Available ...

OPEN

# Playground and Water Play Equipment with Related Accessories and Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

## Important Dates

> Pre-Proposal Conference:
> **December 3, 2020 at 10:00 am CST**
>
> Proposals Due:
> **January 5, 2021 at 4:30 pm CST**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

**Sourcewell Procurement Portal**



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AFFIDAVIT OF PUBLICATION

# DJC

MAKE IT OFFICIAL DJCPUBLICNOTICE

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.
I, **Nick Bjork** , being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce** , a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Case Number: NOT PROVIDED**
**Playground and Water Play Equipment with Related Accessories and Services Sourcewell; Bid Location Staples, MN, Todd County; Due 01/05/2021 at 04:30 PM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for **1** time(s) in the following issues:

11/11/2020

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **11th** DAY OF **November, 2020**

Nick Bjork

**Nick Bjork**

Notary Public-State of Oregon

OFFICIAL STAMP
**MICHELLE ANNE ROPP**
NOTARY PUBLIC - OREGON
COMMISSION NO. 981091
MY COMMISSION EXPIRES NOVEMBER 05, 2022

**SOURCEWELL**
**PLAYGROUND AND WATER PLAY EQUIPMENT WITH RELATED ACCESSORIES AND SERVICES**
**Proposals Due 4:30 pm, January 5, 2021**
**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
Published Nov. 11, 2020. 11934843

**Carol Jackson**
**Sourcewell**
202 12th St NE
Staples, MN 56479-2438

Order No.: 11934843
Client Reference No:

# Notice

**Basic Information**

| | |
|---|---|
| **Estimated Contract Value (CAD)** | $280,000,000.00 (Not shown to suppliers) |
| **Reference Number** | 0000186628 |
| **Issuing Organization** | Sourcewell |
| **Owner Organization** | |
| **Solicitation Type** | RFP - Request for Proposal (Formal) |
| **Solicitation Number** | 010521 |
| **Title** | Playground and Water Play Equipment with Related Accessories and Services |
| **Source ID** | PP.CO.USA.868485.C88455 |

**Details**

| | |
|---|---|
| **Location** | All of Canada, All of Canada |
| **Purchase Type** | Term: 2021/03/01 01:00:00 AM EST - 2025/02/28 01:00:00 AM EST |
| **Description** | Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered. |

**Dates**

| | |
|---|---|
| **Publication** | 2020/11/10 08:10:48 AM EST |
| **Question Acceptance Deadline** | 2020/12/23 05:30:00 PM EST |
| **Questions are submitted online** | No |
| **Bid Intent** | Not Available |
| **Closing Date** | 2021/01/05 05:30:00 PM EST |
| **Prebid Conference** | 2020/12/03 11:00:00 AM EST |

**Contact Information**

Procurement Department
218-894-1930
rfp@sourcewell-mn.gov

**Pre-Bidding Events**

| | |
|---|---|
| **Event Type** | Prebid Conference |
| **Attendance** | Recommended |
| **Event date** | 2020/12/03 11:00:00 AM EST |
| **Location** | Online Conference |
| **Event Note** | Login information will be emailed two business days prior to the event. |

**Bid Submission Process**

| | |
|---|---|
| **Bid Submission Type** | Electronic Bid Submission |
| **Pricing** | In attached document |
| **Pricing** | In attached document |

**Bid Documents List**

| Item Name | Description | Mandatory |
|---|---|---|
| Bid Documents | Documents defining the proposal | Yes |

## Categories

**Selected Categories**

| GSIN Category (1) | |
|---|---|
| G | **Goods**<br>Goods |
| N78 | **Recreational And Athletic Equipment**<br>Recreational And Athletic Equipment |
| N7830C | **PLAYGROUND EQUIPMENT**<br>PLAYGROUND EQUIPMENT |
| **MERX Categories (2)** | |
| C | **Construction**<br>Construction |
| C | **Construction Services**<br>Construction Services |
| G | **Goods**<br>Goods |
| G6 | **Construction Products**<br>Construction Products |
| **UNSPSC Categories (2)** | |
| 49000000 | **Sports and Recreational Equipment and Supplies and Accessories** |
| 49240000 | **Recreation and playground and swimming and spa equipment and supplies** |
| 49241500 | **Playground equipment** |
| 49241600 | **Recreational equipment** |

## USA TODAY NETWORK HEISMAN SURVEY

### Ohio State quarterback Fields impressing trophy voters as Jones leads

Justin Fields is closing fast in the Heisman race. The Ohio State quarterback vaulted into second place in this week's USA TODAY Network survey.

Alabama quarterback Mac Jones continues to hold the lead with a majority of first-place mentions. But with the Crimson Tide in an open date and Clemson's Trevor Lawrence unable to play because of COVID-19 protocols, Fields made a big move thanks to another ultra-efficient passing day in the Buckeyes' win against Rutgers. Through three games, Fields has thrown as many TD passes, 11, as incompletions. He was listed second by over half of the 22 survey participants who work for USA TODAY Network properties and have official Heisman votes.

Lawrence, who won't return to action until Clemson's next game Nov. 21 against Florida State, is now in a close battle for third with two other prolific passers, Florida's Kyle Trask and Zach Wilson of BYU.

Jones' teammate, running back Najee Harris, who shares the national lead with 14 rushing TDs, remains on the radar. In all, nine players appeared on ballots this week. Iowa State running back Breece Hall and Liberty quarterback Malik Willis were named for the first time this season.

— Eddie Timanus



Ohio State's Justin Fields has 11 touchdown passes. JOSEPH MAIORANA/USA TODAY SPORTS

| Player, school, position, year | 1st | 2nd | 3rd | Pts |
|---|---|---|---|---|
| Mac Jones, Alabama, QB, Jr. | 16 | 1 | 4 | 84 |
| Justin Fields, QB, Ohio State, Jr. | 5 | 13 | 1 | 42 |
| Trevor Lawrence, Clemson, QB, Jr. | 0 | 4 | 4 | 12 |
| Kyle Trask, Florida, QB, Sr | 0 | 1 | 8 | 10 |
| Zach Wilson, BYU, QB, Jr. | 1 | 2 | 2 | 9 |
| Najee Harris, Alabama, RB, Sr. | 0 | 1 | 0 | 1 |
| Breece Hall, Iowa State, RB, Soph. | 0 | 0 | 1 | 1 |
| Kellen Mond, Texas A&M, QB, Sr. | 0 | 0 | 1 | 1 |
| Malik Willis, Liberty, QB, Jr. | 0 | 0 | 1 | 1 |

*First place 3 points, second 2 points, third 1 point*

## COLLEGE FOOTBALL CONFERENCE STANDINGS

**American Athletic Conference**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Cincinnati | 4 | 0 | 6 | 0 |
| Tulsa | 3 | 0 | 3 | 1 |
| SMU | 4 | 1 | 7 | 1 |
| Memphis | 3 | 2 | 4 | 2 |
| UCF | 3 | 2 | 4 | 2 |
| Navy | 3 | 3 | 3 | 4 |
| Houston | 2 | 2 | 2 | 2 |
| Tulane | 2 | 4 | 4 | 4 |
| Temple | 1 | 4 | 1 | 4 |
| East Carolina | 1 | 4 | 1 | 5 |
| South Florida | 0 | 5 | 1 | 6 |

**Atlantic Coast Conference**

| | W | L | W | L |
|---|---|---|---|---|
| Notre Dame | 5 | 0 | 7 | 0 |
| Clemson | 5 | 0 | 7 | 1 |
| Miami | 5 | 1 | 6 | 1 |
| North Carolina | 5 | 2 | 5 | 2 |
| Virginia Tech | 4 | 2 | 4 | 3 |
| Wake Forest | 3 | 2 | 4 | 2 |
| Boston College | 4 | 3 | 5 | 3 |
| NC State | 3 | 3 | 4 | 3 |
| Pittsburgh | 3 | 4 | 4 | 4 |
| Virginia | 2 | 4 | 2 | 4 |
| Georgia Tech | 2 | 4 | 2 | 5 |
| Florida St. | 1 | 5 | 2 | 5 |
| Louisville | 1 | 5 | 2 | 5 |
| Duke | 1 | 6 | 2 | 6 |
| Syracuse | 1 | 6 | 1 | 7 |

**Big 12 Conference**

| | W | L | W | L |
|---|---|---|---|---|
| Iowa St. | 5 | 1 | 5 | 1 |
| Oklahoma St. | 4 | 1 | 5 | 1 |
| Oklahoma | 4 | 2 | 5 | 2 |
| Texas | 4 | 2 | 5 | 2 |
| Kansas St. | 4 | 2 | 4 | 3 |
| West Virginia | 3 | 3 | 4 | 3 |
| TCU | 3 | 3 | 3 | 3 |
| Baylor | 1 | 4 | 1 | 4 |
| Texas Tech | 1 | 5 | 2 | 5 |
| Kansas | 0 | 6 | 0 | 7 |

**Big South Conference**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Campbell | 0 | 0 | 0 | 4 |
| Charleston Southern | 0 | 0 | 0 | 0 |
| Gardner-Webb | 0 | 0 | 0 | 0 |
| Hampton | 0 | 0 | 0 | 0 |
| Kennesaw St. | 0 | 0 | 0 | 0 |
| Monmouth (NJ) | 0 | 0 | 0 | 0 |
| North Alabama | 0 | 0 | 0 | 1 |

**Big Ten Conference East**

| | W | L | W | L |
|---|---|---|---|---|
| Indiana | 1 | 0 | 1 | 0 |
| Ohio St. | 1 | 0 | 1 | 0 |
| Maryland | 1 | 1 | 2 | 1 |
| Michigan | 1 | 1 | 1 | 2 |
| Michigan St. | 1 | 1 | 1 | 2 |
| Rutgers | 1 | 1 | 1 | 2 |
| Penn St. | 0 | 1 | 0 | 1 |

**West**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Northwestern | 1 | 0 | 1 | 0 |
| Purdue | 1 | 0 | 1 | 0 |
| Wisconsin | 1 | 0 | 1 | 0 |
| Iowa | 1 | 1 | 1 | 1 |
| Minnesota | 1 | 1 | 1 | 1 |
| Illinois | 0 | 1 | 0 | 1 |
| Nebraska | 0 | 1 | 0 | 1 |

**Conference USA East**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Marshall | 1 | 0 | 1 | 0 |
| FAU | 1 | 0 | 1 | 1 |
| Charlotte | 1 | 1 | 1 | 1 |
| Middle Tennessee | 1 | 1 | 1 | 1 |
| W. Kentucky | 1 | 1 | 1 | 1 |
| FIU | 0 | 1 | 0 | 1 |
| Old Dominion | 0 | 0 | 0 | 0 |

**West**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| UAB | 2 | 1 | 4 | 3 |
| Louisiana Tech | 2 | 2 | 3 | 4 |
| Rice | 1 | 1 | 1 | 1 |
| UTSA | 1 | 2 | 1 | 4 |
| North Texas | 1 | 3 | 1 | 5 |
| Southern Miss. | 1 | 2 | 1 | 5 |
| UTEP | 0 | 3 | 0 | 3 |

**Mid-American Conference East**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Buffalo | 1 | 0 | 1 | 0 |
| Kent St. | 1 | 0 | 1 | 0 |
| Miami (Ohio) | 1 | 0 | 1 | 0 |
| Akron | 0 | 0 | 0 | 1 |
| Bowling Green | 0 | 1 | 0 | 1 |
| Ohio | 0 | 1 | 0 | 1 |

**West**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Cent. Michigan | 1 | 0 | 1 | 0 |
| Toledo | 1 | 0 | 1 | 0 |
| W. Michigan | 1 | 0 | 1 | 0 |
| Ball St. | 0 | 1 | 0 | 1 |
| E. Michigan | 0 | 1 | 0 | 1 |
| N. Illinois | 0 | 1 | 0 | 1 |

**Missouri Valley Conference**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| N. Dakota St. | 0 | 0 | 1 | 0 |
| S. Illinois | 0 | 0 | 1 | 0 |
| Illinois St. | 0 | 0 | 0 | 0 |
| Indiana St. | 0 | 0 | 0 | 0 |
| Missouri St. | 0 | 0 | 0 | 1 |
| N. Iowa | 0 | 0 | 0 | 0 |
| North Dakota | 0 | 0 | 0 | 0 |
| S. Dakota St. | 0 | 0 | 0 | 0 |
| South Dakota | 0 | 0 | 0 | 0 |
| W. Illinois | 0 | 0 | 0 | 0 |
| Youngstown St. | 0 | 0 | 0 | 0 |

**Mountain West Conference**

**West**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Nevada | 3 | 0 | 3 | 0 |
| San Jose St. | 2 | 0 | 2 | 0 |
| Fresno St. | 2 | 1 | 2 | 1 |
| Hawai'i | 1 | 1 | 1 | 1 |
| San Diego St. | 1 | 1 | 2 | 1 |
| UNLV | 0 | 2 | 0 | 3 |

**Mountain**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Boise St. | 2 | 0 | 2 | 1 |
| Colorado St. | 1 | 1 | 1 | 1 |
| Wyoming | 1 | 2 | 1 | 2 |
| Air Force | 0 | 2 | 1 | 3 |
| New Mexico | 0 | 2 | 0 | 2 |
| Utah St. | 0 | 2 | 0 | 3 |

**Ohio Valley Conference**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Jacksonville St. | 0 | 0 | 1 | 1 |
| E. Kentucky | 0 | 0 | 2 | 1 |
| Austin Peay | 0 | 0 | 0 | 1 |
| E. Illinois | 0 | 0 | 0 | 0 |
| Murray St. | 0 | 0 | 0 | 0 |
| SE Missouri | 0 | 0 | 0 | 1 |
| Tennessee St. | 0 | 0 | 0 | 0 |
| Tennessee Tech | 0 | 0 | 0 | 0 |
| UT Martin | 0 | 0 | 0 | 0 |

**Pacific-12 Conference North**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Oregon | 1 | 0 | 1 | 0 |
| Washington St. | 1 | 0 | 1 | 0 |
| California | 0 | 0 | 0 | 0 |
| Oregon St. | 0 | 1 | 0 | 1 |
| Stanford | 0 | 1 | 0 | 1 |
| Washington | 0 | 0 | 0 | 0 |

**South**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Colorado | 1 | 0 | 1 | 0 |
| Southern Cal | 1 | 0 | 1 | 0 |
| Arizona | 0 | 0 | 0 | 0 |
| Arizona St. | 0 | 1 | 0 | 1 |
| UCLA | 0 | 1 | 0 | 1 |
| Utah | 0 | 0 | 0 | 0 |

**Southeastern Conference East**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Florida | 4 | 1 | 4 | 1 |
| Georgia | 4 | 1 | 4 | 2 |
| Missouri | 3 | 1 | 3 | 3 |
| Kentucky | 3 | 4 | 3 | 4 |
| South Carolina | 2 | 4 | 2 | 4 |
| Tennessee | 2 | 4 | 2 | 4 |
| Vanderbilt | 0 | 5 | 0 | 5 |

**West**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Alabama | 4 | 0 | 6 | 0 |
| Texas A&M | 5 | 1 | 5 | 1 |
| Auburn | 4 | 2 | 4 | 2 |
| Arkansas | 2 | 3 | 3 | 3 |
| LSU | 2 | 3 | 2 | 3 |
| Mississippi | 2 | 4 | 2 | 4 |
| Mississippi St. | 2 | 4 | 2 | 4 |

**Southern Conference**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Chattanooga | 0 | 0 | 0 | 1 |
| ETSU | 0 | 0 | 0 | 0 |
| Furman | 0 | 0 | 0 | 0 |
| Mercer | 0 | 0 | 0 | 3 |
| Samford | 0 | 0 | 0 | 0 |
| The Citadel | 0 | 0 | 0 | 4 |
| VMI | 0 | 0 | 0 | 0 |
| W. Carolina | 0 | 0 | 0 | 0 |
| Wofford | 0 | 0 | 0 | 0 |

**Southland Conference**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Stephen F. Austin | 1 | 0 | 5 | 1 |
| Cent. Arkansas | 0 | 0 | 4 | 4 |
| Houston Baptist | 0 | 0 | 1 | 5 |
| Abilene Christian | 0 | 1 | 1 | 4 |
| Incarnate Word | 0 | 0 | 0 | 0 |
| Lamar | 0 | 0 | 0 | 0 |
| McNeese St. | 0 | 0 | 0 | 0 |
| Nicholls | 0 | 0 | 0 | 0 |
| Northwestern St. | 0 | 0 | 0 | 0 |
| SE Louisiana | 0 | 0 | 0 | 0 |
| Sam Houston St. | 0 | 0 | 0 | 0 |

**Sun Belt Conference East**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Coastal Carolina | 5 | 0 | 7 | 0 |
| Appalachian St. | 3 | 0 | 5 | 1 |
| Georgia Southern | 3 | 2 | 5 | 3 |
| Troy | 2 | 2 | 4 | 3 |
| Georgia St. | 2 | 3 | 3 | 3 |

**West**

| | Conference W | Conference L | All Games W | All Games L |
|---|---|---|---|---|
| Louisiana-Lafayette | 4 | 1 | 6 | 1 |
| South Alabama | 3 | 2 | 3 | 4 |
| Arkansas St. | 1 | 4 | 3 | 5 |
| Texas State | 1 | 4 | 1 | 6 |
| Louisiana-Monroe | 0 | 5 | 0 | 6 |

**Major Independents**

| | W | L |
|---|---|---|
| BYU | 5 | 0 |
| Liberty | 7 | 0 |
| Army | 6 | 1 |
| New Mexico St. | 0 | 0 |
| UConn | 0 | 0 |
| UMass | 0 | 3 |

# Newcomers lurk on edge of playoff

**Paul Myerberg**
USA TODAY

Notre Dame's 47-40 win against Clemson sends the Fighting Irish rising in the projected College Football Playoff rankings and creates a plausible scenario in which two teams from the Atlantic Coast Conference end up in the national semifinals.

Let's begin with Notre Dame. Beating the Tigers puts the Irish at the front of the line in the ACC and creates enough wiggle room to lose once and still get into the playoff, especially if that loss comes to Clemson.

There will very likely be a rematch between the two teams in the ACC championship game. By winning the second matchup, Clemson would enter the postseason as a one-loss Power Five champion with enough of a recent track record to sail into the semifinals.

But the Irish would also be in possession of a strong case for the top four under this condition: Notre Dame wins out the rest of the way and loses only to the Tigers.

Another pathway to the playoff with one loss – let's say it comes at North Carolina on Nov. 27 – would require beating Clemson twice in one season. If obviously possible, the rematch would see the Tigers closer to full strength, with Trevor Lawrence back at quarterback and James Skalski and Tyler Davis back on defense.

For the first time in the history of the postseason format, the ACC might occupy the spotlight in determining the makeup of the playoff.

Here's how the top four would look today, followed by the four teams just on the outside:

**1. Alabama:** No longer the winner-take-all matchup some might've expected in the preseason, Alabama's scheduled game against LSU this week is instead a pairing of the nation's No. 2 offense against the No. 116 defense.

**2. Notre Dame:** Prior to Saturday night, Notre Dame's last win against a No. 1 opponent came against Florida State in 1993. The Irish followed that with a shocking 41-39 loss to Boston College. Up next for the Irish: BC.

**3. Ohio State:** In 20 games with Ryan Day as the permanent head coach, the Buckeyes have scored 72 touchdowns on 93 trips to the red zone, a 77.4% touchdown rate.

**4. Clemson:** When was the last time Clemson allowed 500 yards of offense to an ACC opponent? Louisville in 2016. The last time Clemson allowed at least 200 yards rushing and 300 passing? Against Georgia to open the '13 season.

**Lurking**

**5. Texas A&M:** The Aggies' 7.36 yards per play in Saturday's 48-3 win against South Carolina was the program's highest per-play average against a Southeastern Conference opponent under Jimbo Fisher.

**6. Florida:** Kyle Trask played his way into Heisman Trophy contention after throwing for four TDs in the big win against Georgia, making him the first quarterback in SEC history to toss at least four scores in five games in a row.

**7. Cincinnati:** The Bearcats limited Houston to 202 yards of offense and 3.3 yards per carry in the latest dominant performance from one of the nation's best defenses.

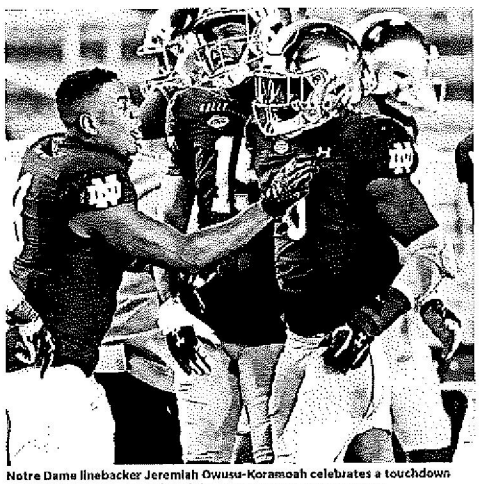
**8. Indiana:** A combined 2-61 since 1968 against Penn State and Michigan, the Hoosiers are 2-0 against those blue bloods in 2020 and on the verge of the program's most successful finish since 1967.

At this point, there's no team worthy of moving ahead of Clemson and into the top four. Along with the fact that it took two overtimes, a factor to consider when weighing how the Tigers will be viewed for the playoff is how the selection committee will weigh the missing pieces during Saturday's loss.

Will the committee give Clemson credit for nearly winning without Lawrence under center? Maybe, though the fact that D.J. Uiagalelei set a single-game record for passing yards against Notre Dame does damage to that case.

The losses on defense were far more important. Down pieces up front, multiple linebackers and hurting for proven depth, Clemson's typically outstanding unit was eventually worn down by Ian Book and the Notre Dame offense.

Brigham Young will also test the committee. Beating Boise State handily helps the Cougars' case, but the committee won't be too impressed by the team's overall strength of schedule. In the end, however, BYU's high quality of play could be too much to ignore.



Notre Dame linebacker Jeremiah Owusu-Koramoah celebrates a touchdown against Clemson on Saturday night. MATT CASHORE/USA TODAY SPORTS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Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://sourcewell.bonfirehub.com.

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than January 5, 2021, at 4:30pm Central Time, and late proposals will not be considered.

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Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for **Playground and Water Play Equipment with Related Accessories and Services** to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal **https://proportal.sourcewell-mn.gov**.

*Only proposals submitted through the Sourcewell Procurement Portal will be considered.*

**Proposals are due no later than January 5, 2021, at 4:30pm Central Time, and late proposals will not be considered.**

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Sourcewell

## Bid RFP #010521 – Playground and Water Play Equipment with Related Accessories and Services

[Switch to Vendor View]

Bid Type **RFP**

Bid Number **010521**

Title **Playground and Water Play Equipment with Related Accessories and Services**

Start Date **Nov 10, 2020 7:22:02 AM CST**

End Date **Jan 5, 2021 4:30:00 PM CST**

Agency **Sourcewell**

Bid Contact **Chris Robinson**
(218) 895-4168
rfp@sourcewell-mn.gov
202 12th Street NE
P.O. Box 219
Staples, MN 56479-0219

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View reports on who has been notified of the bid or accessed it.
[Notification report] [Access report]

**Questions**
0 Questions
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[View/Ask Questions]

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[Create Addendum]

### Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

### Pre-Bid Conference

Date **Dec 3, 2020 10:00:00 AM CST**

Location **Online Conference**

Notes **Login information will be emailed two days prior to the event.**

### Documents

No Documents for this bid

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**Attention:** Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://prcportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.
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**County of Richland**

I, Michelle Long, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

November 10, 2020

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 19th day of November in the year of 2020

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

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## Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

**Title:** Playground and Water Play Equipment with Related Accessories and Services
**Agency:** Sourcewell
**Division:** Procurement Department
**Contract Number:** 010520
**Contract Term:** 4 years, with potential 1 year extension
**Date of Issue:** 11/10/2020
**Due Date/Time:** 01/05/2021 4:30 PM Central Time
**County(ies):** All NYS counties
**Classification:** Educational & Recreational - *Commodities*
**Opportunity Type:** General
**Entered By:** Chris Robinson
**Description:** Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

**Service-Disabled Veteran-Owned Set Aside:** No

## Contact Information

**Primary contact:** Sourcewell
Procurement Department
Kim Austin
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4161
kim.austin@sourcewell-mn.gov

**Submit to contact:** Sourcewell
Procurement Department
Kim Austin
Procurement Lead Analyst
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4161
kim.austin@sourcewell-mn.gov

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**Opportunity Notice**

# Playground and Water Play Equipment with Related Accessories and Services

**Category:** Goods

This opportunity is now **closed.**

View Bid Package

View Interested Vendors (Bidders)

## Opportunity Information

| | |
|---|---|
| **Organization:** | Rural Municipalities of Alberta (RMA) |
| **Organization Address:** | www.rmalberta.com |
| **Reference Number:** | AB-2020-06364 |
| **Solicitation Number:** | AB-2020-06364 |
| **Solicitation Type:** | Request for Proposal |
| **Posting** (MM/dd/yyyy): | 11/10/2020<br>10:00:00 AM Alberta Time |
| **Closing** (MM/dd/yyyy): | 01/05/2021<br>03:30:00 PM Alberta Time |
| **Last Update** (MM/dd/yyyy): | 11/09/2020<br>12:51:21 PM Alberta Time |
| **Agreement Type:** | NWPTA/TILMA & CFTA & CETA |
| **Region of Opportunity:** | Open |
| **Region of Delivery:** | Alberta |
| **Opportunity Type:** | Open & Competitive |

**Commodity Codes:**
N7830C: PLAYGROUND EQUIPMENT
N7810B: SWIMMING POOL EQUIPMENT
5162B: Sprinkler Systems, Installation and Repair

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| | DATE |
| | 11/14/2020 |

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|---|---|
| SOURCEWELL, | |
| TELEPHONE | ORDER # / INVOICE NUMBER |
| 2188945483 | 0001303517 / |

PUBLICATION SCHEDULE

START 11/10/2020 END 11/10/2020

CUSTOMER REFERENCE NUMBER

Sourcewell RFP for Advertisement (Playground and Water Play Equi

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agenc

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**REQUEST FOR PROPOSALS**

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

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AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play E** FOR **SOURCEWELL,** WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

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DATE 11/14/2020 SIGNATURE Loraine Gudmundson

STATE OF UTAH )

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SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 14TH DAY OF NOVEMBER IN THE YEAR 2020

BY LORAINE GUDMUNDSON.

LENEA TAPUSOA
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 712892
COMM. EXP. 07-06-2024

NOTARY PUBLIC SIGNATURE

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Proposal Opening Record

Date of opening: January 5, 2021

Sourcewell posted Request for Proposal #010521, for the procurement of Playground and Water Play Equipment with Related Accessories and Services, on the Sourcewell Procurement Portal [proportal.sourcewell-mn.gov] on Tuesday, November 10, 2020, and the solicitation remained in an open status within the portal until January 5, 2021, at 4:30 pm CT. The RFP required that all proposals be submitted through the Sourcewell Procurement Portal no later than 4:30 pm CT on January 5, 2021, the date and time specified in the Solicitation Schedule.

The undersigned certify that all responses received on Request for Proposal #010521 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

ABC WATER PRODUCTS, INC. - Submitted 12/30/20 at 6:37:54 AM
AquaWorx, Inc. - Submitted 1/04/21 at 9:14:51 AM
BCI Burke Company, LLC - Submitted 1/05/21 at 9:24:22 AM
Berliner Seilfabrik Play Equipment Corporation - Submitted 1/05/21 at 3:15:28 PM
Columbia Cascade Company - Submitted 1/05/21 at 1:59:57 PM
CXT, Inc. - Submitted 1/04/21 at 1:19:37 PM
Ecore International - Submitted 12/22/20 at 3:42:29 PM
Henderson Recreation Equipment, Limited - Submitted 1/04/21 at 8:53:07 AM
Industrial Shadeports, Inc. - Submitted 1/05/21 at 8:58:33 AM
Keystone Ridge Designs, Inc. - Submitted 1/04/21 at 2:46:38 PM
Landscape Structures, Inc. - Submitted 1/05/21 at 2:56:03 PM
North West Rubber - Submitted 1/05/21 at 12:18:57 PM
PlayPower - Submitted 1/05/21 at 4:13:14 PM
Prophet Corp. - Submitted 1/05/21 at 1:25:02 PM
Public Restroom Company - Submitted 1/04/21 at 7:45:28 PM
Raindrop Products, LLC - Submitted 1/05/21 at 12:46:52 PM
Rubbercycle, LLC - Submitted 1/04/21 at 7:20:16 PM
Ry-Lecia Corp. - Submitted 12/23/20 at 7:22:41 AM

Saris Cycling Group - Submitted 1/05/21 at 2:09:39 PM
SofSurfaces, Inc. - Submitted 1/05/21 at 12:39:03 PM
The Fountain People - Submitted 1/05/21 at 2:44:21 PM
The Recreational Group - Submitted 1/05/21 at 9:18:30 AM
TLMV, Inc. dba American Fence Company - Submitted 1/05/21 at 3:10:39 PM
Vortex USA - Submitted 1/05/21 at 7:40:03 AM
Waterplay Solutions - Submitted 1/05/21 at 1:13:40 PM

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on January 5, 2021, at 4:31:19 PM CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Kim Austin
6830543C58384D1...
Kim Austin, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...
Carol Jackson, Procurement Analyst

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Sourcewell

## Proposal Evaluation
## Playground and Water Play Equipment with Related Accessories and Services RFP #010521

| | Possible Points | ABC WATER PRODUCTS INC | AquaWorx, Inc. | BCI Burke Company, LLC | Berliner Seilfabrik Play Equipment Corporation | Columbia Cascade Company | CXT Inc | Ecore International | Henderson Recreation Equipment Limited | Industrial Shadeports Inc. | Keystone Ridge Designs, Inc. | Landscape Structures Inc. | North West Rubber | PlayPower |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conformance to RFP Requirements | 50 | 32 | 39 | 42 | 37 | 37 | 35 | 37 | 41 | 35 | 43 | 44 | 41 | 43 |
| Pricing | 400 | 322 | 335 | 329 | 278 | 308 | 344 | 328 | 322 | 334 | 336 | 330 | 325 | 342 |
| Financial Viability and Marketplace Success | 75 | 49 | 54 | 66 | 54 | 51 | 61 | 60 | 57 | 52 | 62 | 66 | 56 | 66 |
| Ability to Sell and Deliver Service | 100 | 69 | 81 | 83 | 71 | 65 | 78 | 78 | 78 | 65 | 81 | 83 | 80 | 87 |
| Marketing Plan | 50 | 36 | 42 | 43 | 35 | 37 | 39 | 38 | 37 | 38 | 42 | 43 | 37 | 44 |
| Value Added Attributes | 75 | 45 | 59 | 65 | 57 | 57 | 63 | 60 | 61 | 52 | 63 | 67 | 56 | 67 |
| Warranty | 50 | 42 | 43 | 44 | 42 | 39 | 38 | 40 | 44 | 43 | 42 | 42 | 42 | 43 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 156 | 155 | 166 | 147 | 148 | 123 | 141 | 154 | 135 | 144 | 177 | 138 | 178 |
| Total Points | 1,000 | 751 | 808 | 838 | 721 | 742 | 781 | 777 | 794 | 764 | 813 | 852 | 774 | 872 |
| Rank Order | | 20 | 10 | 5 | 23 | 22 | 14.5 | 16 | 13 | 19 | 8 | 2 | 17 | 1 |

| | Possible Points | Prophet Corp. | Public Restroom Company | Raindrop Products LLC | Rubbercycle LLC | Ry-Lecia Corp | Sarls Cycling Group | SofSurfaces, Inc | The Fountain People | The Recreational Group | TLMV Inc dba American Fence Company | Vortex USA | Waterplay Solutions |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Conformance to RFP Requirements | 50 | 42 | 38 | 41 | 37 | 36 | 36 | 43 | 36 | 41 | 37 | 41 | 44 |
| Pricing | 400 | 332 | 316 | 343 | 330 | 259 | 328 | 333 | 311 | 346 | 307 | 299 | 341 |
| Financial Viability and Marketplace Success | 75 | 58 | 62 | 64 | 60 | 51 | 55 | 62 | 60 | 57 | 49 | 64 | 64 |
| Ability to Sell and Deliver Service | 100 | 78 | 73 | 83 | 80 | 60 | 74 | 85 | 76 | 76 | 62 | 84 | 82 |
| Marketing Plan | 50 | 44 | 43 | 45 | 36 | 30 | 40 | 44 | 40 | 42 | 37 | 43 | 43 |
| Value Added Attributes | 75 | 62 | 61 | 66 | 60 | 34 | 60 | 65 | 58 | 58 | 52 | 62 | 67 |
| Warranty | 50 | 45 | 43 | 43 | 43 | 37 | 41 | 46 | 43 | 42 | 42 | 40 | 42 |
| Depth and Breadth of Offered Equipment, Products, or Services | 200 | 158 | 130 | 166 | 151 | 136 | 115 | 148 | 157 | 147 | 134 | 166 | 164 |
| Total Points | 1,000 | 819 | 766 | 851 | 797 | 643 | 750 | 826 | 781 | 809 | 720 | 799 | 847 |
| Rank Order | | 7 | 18 | 3 | 12 | 25 | 21 | 6 | 14.5 | 9 | 24 | 11 | 4 |

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Kim Austin
8300543C5898401...
Kim Austin, MBA, CPPB, Procurement Lead Analyst

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Michael Muñoz
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Beverly Hoemberg
3638AC13F1E04C7...
Beverly Hoemberg, Procurement Analyst

**COMMENT AND REVIEW**
to the
REQUEST FOR PROPOSAL (RFP) #010521
Entitled

**Playground and Water Play Equipment with Related Accessories and Services**

The following advertisement was placed November 10, 2020 in Utah's *The Salt Lake Tribune*, in *USA Today*, in South Carolina's *The State*, and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, The New York State Contract Reporter www.nyscr.ny.gov, PublicPurchase.com, and November 11, 2020 in Oregon's *Daily Journal of Commerce*:

> *Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Playground and Water Play Equipment with Related Accessories and Services to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 5, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

| | |
|---|---|
| 1 Stop Playgrounds, Ltd. | NZL Equipment |
| A-Citywide Glass, Inc. | Park N Play Design Co., Ltd. |
| ABC WATER PRODUCTS, INC. | PARKNPOOL CORPORATION |
| Americana Building Products, Inc. | Playground Planners |
| Anderson Irrigation Co, Inc. | PlayPower |
| AquaWorx, Inc. | PlayQuest Recreation |
| BCI Burke Company, LLC | PlayWorks, Inc. |
| Berliner Seilfabrik Play Equipment Corporation | Prophet Corp. |
| Bliss Products and Services, Inc. | Public Restroom Company |
| Blue Imp Playgrounds | Rain Drop Products |
| Columbia Cascade Company | Raindrop Products, LLC |
| CXT, Inc. | Redwood Plastics and Rubber Corp. |
| Ecore International | Regina Construction Association |
| Evoqua Water Technologies | Romtec, Inc. |

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| | |
|---|---|
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| GameTime | Ry-Lecia Corp. |
| Green Roots Play Equipment, Inc. | Saris Cycling Group |
| Green Site, LLC | Shade Systems, Inc. |
| Happy Playgrounds | SofSurfaces, Inc. |
| Henderson Recreation Equipment, Limited | Softline Solutions AB, Inc. |
| Hercules Poly | Southern Bleacher Company, Inc. |
| Industrial Shadeports, Inc. | The Fountain People |
| IntelliGreen Services, LLC | The Recreational Group |
| J. Oliver Construction, LLC | The Tools Man, Inc. |
| Keystone Ridge Designs, Inc. | TLMV, Inc. dba American Fence Company |
| KYA Services, LLC | Twins Contracting and Supplies, LLC |
| Landscape Structures Inc. | Vantage Vehicle International, Inc. |
| Natural Playgrounds Shop, LLC | Vortex USA |
| No Fault, LLC | Waterplay Solutions |
| North West Rubber | |

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on January 5, 2021 at 4:31:19 pm CT. Proposals were received from the following:

ABC WATER PRODUCTS, INC.
AquaWorx, Inc.
BCI Burke Company, LLC
Berliner Seilfabrik Play Equipment Corporation
Columbia Cascade Company
CXT, Inc.
Ecore International
Henderson Recreation Equipment, Limited
Industrial Shadeports, Inc.
Keystone Ridge Designs, Inc.
Landscape Structures, Inc.
North West Rubber
PlayPower
Prophet Corp.
Public Restroom Company
Raindrop Products, LLC
Rubbercycle, LLC
Ry-Lecia Corp.
Saris Cycling Group
SofSurfaces, Inc.
The Fountain People
The Recreational Group
TLMV, Inc. dba American Fence Company
Vortex USA
Waterplay Solutions

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Proposals were reviewed by the Proposal Evaluation Committee:

Kim Austin, MBA, CPPB, Procurement Lead Analyst
Carol Jackson, Procurement Analyst
Michael Muñoz, CPPB, Procurement Analyst
Beverly Hoemberg, Procurement Analyst

**The findings of the Proposal Evaluation Committee are summarized as follows:**

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that all proposal responses met the scope and mandatory submittal requirements and were evaluated.

BCI Burke Company, LLC, is a manufacturer of playground equipment and safety surfacing. They are providing turnkey playground solutions and shade structures. Their products are made available to Sourcewell Participating Entities across the USA and Canada by 30 representative firms. BCI Burke is a participant in the U.S. Environmental Protection Agency's (EPA) Green Power Program. BCI Burke is offering tiered discount rates on all playground equipment and safety surfacing and flat discounts from MSRP on all shade products.

Landscape Structures, Inc., is an employee owned manufacturer of standard and custom playground equipment, site amenities, and shade products. They also offer splashpads through a partnership with Aquatix. These products are being provided as a materials-only or a turnkey solution through a network of 36 representatives across the United States. All products and services are offered at considerable discounts off the standard list price to Sourcewell Participating Entities.

PlayPower is a manufacturer of playground equipment, park and site amenities, fabric shade structures, surfacing products, and indoor play structures under the Little Tikes Commercial, Miracle Recreation, Playworld, Soft Play, USA Shade, Wabash Valley, and No Fault brands. PlayPower maintains a large distribution force delivering sales and service throughout the United States and Canada. They offer Participating Entities financing options and a solid discount off list price.

Raindrop Products, LLC, is a small business entity that manufacturers splash pads, spray park slides, zero depth play features, water play structures, and decorative fountains. The "on-demand" technology used in their water features encourages water conservation. With support from an internal sales force, independent dealers, and service providers, they can provide sales and service across the United States and Canada. Raindrop Products offers a competitive discount off MSRP to Sourcewell Participating Entities.

SofSurfaces, Inc., manufactures and distributes tile surfacing products for fall protection on playgrounds. SofSurfaces will be able to serve Sourcewell participating entities with a dealer network made up of 30 independently owned organizations for sales and distribution throughout the United States and Canada. SofSurfaces offers financing for purchases exceeding minimum thresholds and Sourcewell Participating Entities are offered a significant discount off MSRP prices.

Waterplay Solutions is a manufacturer of water play systems, free-standing water play equipment, ground sprays and fountains, activity towers, shade, and surfacing. Waterplay Solutions is prepared to serve Sourcewell Participating Entities across the United States and Canada through their extensive dealer network. Waterplay

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Solutions is a certified woman-owned business through WBE Canada. They offer financing options to Sourcewell Participating Entities and a solid discount off MSRP pricing.

For these reasons, the Sourcewell Proposal Evaluation Committee recommends award of Sourcewell Contract #010521 to:

| | |
|---|---|
| BCI Burke Company, LLC | 010521-BUR |
| Landscape Structures | 010521-LSI |
| PlayPower | 010521-LTS |
| Raindrop Products LLC | 010521-RDP |
| SofSurfaces Inc. | 010521-SFS |
| Waterplay Solutions | 010521-WTR |

The preceding recommendations were approved on February 15, 2021.

DocuSigned by:
Kim Austin
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Kim Austin, MBA, CPPB, Procurement Lead Analyst

DocuSigned by:
Carol Jackson
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Carol Jackson, Procurement Analyst

DocuSigned by:
0B0204E40D3E445...
Michael Muñoz, CPPB, Procurement Analyst

DocuSigned by:
Beverly Hoemberg
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Beverly Hoemberg, Procurement Analyst

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**STATEMENT OF COMPLIANCE**

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #010521** for **Playground and Water Play Equipment with Related Accessories and Services.**

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement contracts.

2. The procurement process and resulting contracts have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

DocuSigned by:
Jeremy Schwartz
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Jeremy Schwartz, CSSBB, CPPO
Chief Procurement Officer

**SOURCEWELL**
**STATE OF MINNESOTA**

Member Veronen moved the adoption of the following Resolution:

**RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES**

**Resolution No. 2020-21**

**WHEREAS**, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

**WHEREAS**, the Chief Procurement Officer recommends approval of categories detailed above.

**NOW THEREFORE BE IT RESOLVED** that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Nagel and the following voted in favor: Mike Wilson, Greg Zylka, Scott Veronen, Sara Nagel, Ryan Thomas, Sharon Thiel, Linda Arts, Chris Kircher

and the following voted against: NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

**Clerk to the Board of Directors**

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**
**BOARD ITEMS -August 2020**

CONSENT AGENDA ITEMS

**Requesting Board permission to Solicit the following categories:**

| |
|---|
| Rink Systems, Arena Supplies, and Mechanical with Related Equipment and Services |
| Skate Parks, Bike Parks, and Pump Tracks with Related Equipment and Services |
| Open Air Structures and Recreation Buildings with Related Equipment and Services |
| Outdoor Fitness Equipment with Related Accessories & Services |
| Playground and Water Play Equipment with Related Accessories & Services |

**Requesting Board permission to Re-Solicit the following categories:**

| | | |
|---|---|---|
| **NEW CONTRACTS** | | |
| Peterbilt Motors Company | 060920-PMC | *Class 4-8 Chassis with Related Equipment, Accessories and Services* |
| The Llon Electric Co. | 060920-LON | *Class 4-8 Chassis with Related Equipment, Accessories and Services* |
| West-Mark (Certified Stainless) | 060920-CER | *Class 4-8 Chassis with Related Equipment, Accessories and Services* |
| National Auto Fleet Group | 060920-NAF | *Class 4-8 Chassis with Related Equipment, Accessories and Services* |
| Crane Carrier Company | 060920-CRN | *Class 4-8 Chassis with Related Equipment, Accessories and Services* |
| Autocar Truck | 060920-ATC | *Class 4-8 Chassis with Related Equipment, Accessories and Services* |
| Navistar Inc. | 060920-NVS | *Class 4-8 Chassis with Related Equipment, Accessories and Services* |
| Kenworth Truck Company | 060920-KTC | *Class 4-8 Chassis with Related Equipment, Accessories and Services* |
| Mack Trucks | 060920-MAK | *Class 4-8 Chassis with Related Equipment, Accessories and Services* |
| | | |
| | | |
| | | |
| **5th YEAR RENEWALS (CONTRACT EXTENSIONS)** | | |
| Ford Motor Co. | 061015-FMA | *Fleet Related Maintenance Equipment* |
| Syn-tech Systems, Inc. | 022217-SYS | *Fleet Management and Related Technology* |
| | | |
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| **NEW ezIQC CONTRACTS** | | |
|---|---|---|
| **Company Name** | **Contract Number** | **Type of Work and Region** |
| | | |
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| **ezIQC RENEWALS** | | |
|---|---|---|
| J.J. Morley Enterprises, Inc. | GA10-1-072115-JME | |
| Greene & Burdette Property Management, LLC | GA07-2-072115-GBP | |
| Rubio and Son Interiors, Inc. | GA07-1-072115-RSI | |
| Red Cloud Services, LLC | GA05-1-072115-RCS | |
| Engineering Design Technologies, Inc. | GA04-1-072115-EDT | |
| HCR Construction, Inc. | GA03-3-072115-HCR | |
| Osprey Management, LLC | GA03-2-072115-OML | |
| Johnson-Laux Construction, LLC | GA03-1-072115-JLC | |
| Astra Construction Services, LLC | GA02-2-072115-ACS | |
| Prime Contractors, Inc. | GA02-1-072115-PCI | |
| Centennial Contractors Enterprises, Inc. | GA-072115-CCE | |
| JOC Construction | GA-072115-LRI | |
| F.H. Paschen, S.N. Nielsen & Associates, LLC | GA-072115-FHP | |
| Brown & Root | GA-072115-KBR | |
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**SOURCEWELL**
**STATE OF MINNESOTA**

Member Sharon Thiel moved the adoption of the following Resolution:

**RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS**

**Resolution No. 2021-08**

**WHEREAS**, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

**WHEREAS**, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

**WHEREAS**, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

**WHEREAS**, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

**WHEREAS**, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Ryan Thomas and the following voted in favor: (list names here)
Mike Wilson, Greg Zylka, Sara Nagel, Ryan Thomas, Sharon Thiel, Linda Arts and Chris Kircher.
and the following voted against: (list names here or "NONE")
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST: DocuSigned by:

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**Clerk to the Board of Directors**

APPENDIX A

**SOURCEWELL PROCUREMENT DEPARTMENT**
**BOARD ITEMS - March 2021**

CONSENT AGENDA ITEMS

**Requesting Board permission to Solicit the following categories:**

Parking Management, Systems and Infrastructure, with Related Equipment and Services
Road Right-of-Way Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies

**Requesting Board permission to Re-Solicit the following categories:**

Pest Management Services with Related Products (Published March 10, 2021)
Roadway Maintenance Equipment with Related Accessories, Attachments, Materials, and Supplies

**NEW CONTRACTS**

| Supplier Name | Contract Number | Solicitation Title |
|---|---|---|
| BCI Burke Company, LLC | 010521-BUR | *"Playground and Water Play Equipment with Related Accessories and Services"* |
| Landscape Structures, Inc. | 010521-LSI | *"Playground and Water Play Equipment with Related Accessories and Services"* |
| PlayPower, Inc. | 010521-LTS | *"Playground and Water Play Equipment with Related Accessories and Services"* |
| Rain Drop Products, LLC | 010521-RDP | *"Playground and Water Play Equipment with Related Accessories and Services"* |
| SofSurfaces, Inc. | 010521-SFS | *"Playground and Water Play Equipment with Related Accessories and Services"* |
| Waterplay Solutions Corp. | 010521-WTR | *"Playground and Water Play Equipment with Related Accessories and Services"* |
| Atlantic Diving Supply, Inc. (ADS) | 011221-ADS | *"Body Armor with Related Accesssories, Equipment and Services'* |
| Galls, LLC | 011221-GAL | *"Body Armor with Related Accesssories, Equipment and Services'* |
| HighCom Armor Solutions, Inc. | 011221-HCM | *"Body Armor with Related Accesssories, Equipment and Services'* |
| NP Aerospace (Canada), Limited | 011221-NPA | *"Body Armor with Related Accesssories, Equipment and Services'* |
| U.S. Armor Corporation | 011221-URM | *"Body Armor with Related Accesssories, Equipment and Services'* |
| PorterCorp | 012621-PPC | *"Open Air Structures and Accessory or Utility Buildings with Related Equipment"* |

**CONTRACT EXTENSIONS**

| Supplier Name | Contract Number | Solicitation Title |
|---|---|---|
| Caterpillar, Inc. | 120617-CAT | *"Electrical Energy Power Generation with Related Parts, Supplies and Services"* |
| Cummins, Inc. | 120617-CMM | *"Electrical Energy Power Generation with Related Parts, Supplies and Services"* |
| | | |

**NEW ezIQC CONTRACTS**

| Company Name | Contract Number | State - Region - Type of Work |
|---|---|---|
| | | |
| | | |
| | | |

**ezIQC RENEWALS**

| Company Name | Contract Number | |
|---|---|---|
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**ezIQC CONTRACT EXTENSIONS**

| Company Name | Contract Number | |
|---|---|---|
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## Iowa Legal References

**State Agencies:**

Iowa Code § 8A.312 (2017). Cooperative purchasing

The director may purchase items through any agency specifically exempted by law from centralized purchasing as well as from other interstate and intergovernmental entities. The department shall collaborate and cooperate with the state board of regents and institutions under the control of the state board of regents, as provided in section 262.9B, and any other state agency exempt from centralized purchasing to explore joint purchases of general use items that present opportunities to obtain quality goods and services at the lowest reasonable cost.

**Local Governments:**

Iowa Code § 28E.3 (2017). Joint exercise of powers

Any power or powers, privileges or authority exercised or capable of exercise by a public agency of this state may be exercised and enjoyed jointly with any other public agency of this state having such power or powers, privilege or authority, and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment. Any agency of the state government when acting jointly with any public agency may exercise and enjoy all of the powers, privileges and authority conferred by this chapter upon a public agency.

**About Sourcewell:**

Sourcewell is a service cooperative created by the Minnesota legislature as a local unit of government. Minn. Const. art. XII, sec. 3. As a public corporation and agency, Sourcewell is governed by local elected municipal officials and school board members. Minn. Stat. § 123A.21 Subd. 4 (2017). Under its enabling statute, Sourcewell is explicitly authorized to provide cooperative purchasing services to eligible members. Id. at Subd. 7(23).

Sourcewell follows the competitive contracting law process to solicit, evaluate and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law to member agencies. Minn. Stat. § 471.59 (2017). Membership in Sourcewell is available for all eligible state and local governments, education, higher education and nonprofit entities across North America. § 123A.21 at Subd. 3.

The information found on the Sourcewell website are provided for educational and informational purposes only.This information contained on the website, including any printed material derived from this website, is not legal advice and no attorney-client or other contractual relationship is formed by access to this information.Information here may be out of date, obsolete, or otherwise inaccurate.Please consult with a qualified attorney regarding any questions.

# CITY OF WATERLOO

**Council Communication**

Resolution approving a Professional Services Agreement with Public Consulting Group for project management, cost analysis, quality assurance and compliance with the Ground Emergency Medical Transport Program, and authorizing the Mayor to execute said document

**City Council Meeting**: 8/15/2022
**Prepared**: 8/1/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving a Professional Services Agreement with Public Consulting Group for project management, cost analysis, quality assurance and compliance with the Ground Emergency Medical Transport program, and authorizing the Mayor to execute said document. |
| Submitted by: | Submitted By: Jason Hernandez, Medical Supervisor |
| Recommended Action: | Approve |
| Summary Statement: | Waterloo Fire Rescue would like to continue the partnership with Public Consulting Group (PCG) for services related to the Ground Emergency Medical Transport (GEMT) Program. PCG would continue completing GEMT required cost analysis reports, state audit support, prepare an audit trail, and assist with maintaining compliance with state and federal regulations related to the GEMT Program. PCG will continue to assist WFR in calculating the add-on rate under the program guidelines. PCG will work closely with WFR personnel to identify eligible costs and develop appropriate cost allocation methodologies to report only allowable costs associated with providing emergency medical services to Medicaid and, as applicable, uninsured populations. |
| Expenditure Required/Source of Funds: | No up-front expenses / Federal share of program reimbursement |

# PUBLIC CONSULTING GROUP EMERGENCY SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into by and between City of Waterloo ("CLIENT") and Public Consulting Group LLC ("PCG") as of July 1, 2022 ("Effective Date").

**WHEREAS**, The Centers for Medicare and Medicaid Services (CMS) allows states to establish alternative payment methodologies for certain classes of providers, including ambulance providers, and

**WHEREAS,** PCG possesses professional skills that can assist CLIENT in analyzing and reporting costs to secure "supplemental payments", and

**WHEREAS,** CONTRACTOR is under contract with Iowa Emergency Services Association ("IEMSA") to provide GEMT services to its membership, and

**WHEREAS**, CLIENT wishes to engage PCG as an independent contractor to perform professional services in connection with this initiative;

**THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and PCG hereby agree as follows:

1. **Description of Services.** PCG will provide the professional services assigned by CLIENT and more fully described in Attachment A (the "Contracted Services"). PCG acknowledges and agrees that time is of the essence in the value of the Contracted Services, and shall render such Contracted Services in a prompt and diligent manner.

2. **Term**. The Agreement will be effective from the Effective Date through June 30, 2025, unless this Agreement is terminated earlier pursuant to Section 4 or extended by written agreement of the parties. Unless otherwise specified by CLIENT in writing, PCG will provide the Contracted Services for the full duration of this Agreement. PCG and CLIENT acknowledge that the program services described in Attachments A and B are dependent on receiving state and federal program approval, and it may be necessary to extend the term of this Agreement to receive additional reimbursements.

   Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CLIENT will compensate PCG as set forth herein with respect to any reimbursements CLIENT receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

3. **Compensation.** CLIENT will compensate PCG pursuant to the provisions contained in Attachment B and this Section 3, and unless the parties agree otherwise in writing, shall not pay PCG any other benefits, expenses, or compensation.

   **a.** CLIENT will compensate PCG within 30 days following the receipt of billing statements from PCG that comport with the terms of this Agreement. PCG shall submit billing statements directly to the CLIENT Contact Person identified in Section 5.

   **b.** Upon termination or expiration of this Agreement, PCG will be entitled to receive compensation for Contracted Services satisfactorily provided prior to the effective date of termination or expiration.

4. **Termination.** This Agreement may be terminated immediately by either party following a material breach of this Agreement and a failure to cure such breach within a reasonable period after written notice. Such reasonable period shall be no less than 10 business days. Termination of this Agreement will not discharge the obligations of the parties with respect to the protection of Proprietary or Confidential Information.

5. **Notices and Contact Persons.** Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective upon any of the following: (1) when delivered personally to the person designated below to receive notices for the party (the party's "Contact Person"); (2) when e-mailed to the party's Contact Person at the e-mail address listed below with an acknowledgment of receipt; or (3) five days after being deposited into the United States mail (either certified mail with return receipt requested, or first class postage prepaid), addressed to the party's Contact Person at the address set forth below. The individuals listed below shall serve as each party's Contact Person for purposes of this Agreement unless the party replaces the Contact Person by written notice to the other party as required by this Section:

**For PCG:**
Alissa Narode
Associate Manager
99 Washington Ave, Suite 1720
Albany, MA 02109
anarode@pcgus.com

**For CITY**
Jason Hernandez
Medical Supervisor
425 E 3rd Street
Waterloo, IA 50703
jason.hernandez@waterloo-ia.org

6. **Relationship of the Parties**

   **a.** The parties agree that PCG is an independent contractor, and that neither it nor any of its employees is an employee, agent, partner, or joint-venturer of CLIENT.

**b.** PCG shall secure and maintain all insurance, licenses, and/or permits necessary to perform the Contracted Services. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by CLIENT to its employees. CLIENT shall deliver to PCG statements of income at the end of each tax year consistent with its independent contractor status.

**c.** Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to CLIENT employees, and may perform the Contracted Services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.

**d.** PCG has no authority to and shall not purport to bind, represent, or speak for CLIENT or otherwise incur any obligation on behalf of CLIENT for any purpose unless expressly authorized by CLIENT.

**e.** At CLIENT's written request, PCG shall provide to CLIENT: (i) its federal employer tax identification number; and (ii) copies of any applicable business licenses.

**7. Record Maintenance.** With respect to all records of any kind that PCG acquires or creates for purposes of performing the Contracted Services, PCG shall not knowingly destroy records that are required to be preserved by law and shall maintain project records in an orderly manner.

**8. Insurance and Indemnification.** PCG shall maintain during the term of this Agreement such insurance, including general liability and worker's compensation insurance, as will fully protect both CLIENT and PCG from claims that may arise from PCG's performance of the Contracted Services.

Each party agrees to indemnify the other party and its officers, employees, and other agents from any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts of omissions of the party, its officers, agents, or employees.

**9.** **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

**10.** **Subcontracts.** PCG may subcontract work under this Agreement to one or more of its affiliate companies.

**11.** **Proprietary or Confidential Information.** For purposes of fulfilling its obligations under this Agreement, one party (the "Disclosing Party") may convey to the other party (the "Receiving Party") information that is considered proprietary and confidential to the Disclosing Party.

**a.** "Proprietary or Confidential Information" is defined as information -- including but not limited to trade secrets, strategies, financial information, sales information, pricing information, operational techniques, software, and intellectual property -- that (i) has not been previously published or otherwise disclosed by the Disclosing Party to the general public; (ii) has not previously been available to the Receiving Party or others without confidentiality restrictions; (iii) reasonably would be considered confidential and proprietary notwithstanding the absence of any designation; or (iv) is not normally furnished to others without compensation; and which the Disclosing Party wishes to protect against unrestricted disclosure or competitive use. In addition, the term "Proprietary or Confidential Information" shall also mean all information or data, regardless of whether it is in tangible form, that is disclosed or otherwise made available by the Disclosing Party to the Receiving Party and designated as "confidential" or "proprietary" by the Disclosing Party. Such designation shall be clear and in writing, either before the Proprietary or Confidential Information is disclosed or within a reasonable time afterwards. The term "Proprietary or Confidential Information" includes the original information provided by Disclosing Party as well as all copies.

**b.** Proprietary or Confidential Information does not include information that, without a breach of this Agreement, is (i) known to the Receiving Party without restriction when received, or thereafter developed independently by the Receiving Party; (ii) obtained by the Receiving Party from a source that is lawfully in possession of such information (other than the Disclosing Party) through no breach of this Agreement or any other confidentiality obligations; or (iii) in the public domain when received, or thereafter in the public domain through no fault of the Receiving Party.

**c.** The Receiving Party shall preserve Proprietary or Confidential Information securely and in strict confidence, exercising no less than the same degree of care used to protect the security and confidentiality of its own confidential and proprietary information, and in any event no less than reasonable care.

**d.** The Receiving Party shall use and disclose Proprietary or Confidential only for purposes of the Contracted Services. The Receiving Party shall not divulge any such Proprietary or Confidential Information to any employee who is not working on the Contracted Services, without the prior written consent of the Disclosing Party.

**e.** The Receiving Party shall not disclose the Proprietary or Confidential Information to any third party without prior written authorization from the Disclosing Party.

**f.** All Proprietary or Confidential Information shall remain the property of the Disclosing Party notwithstanding any disclosure under this Agreement. The Receiving Party recognizes and agrees that nothing contained in this Agreement nor the exchange of Proprietary or Confidential Information under this Agreement shall be construed as transferring or granting any right, title, interest, or license under any copyrights, inventions, or patents now or hereafter owned or controlled by either Party. The Disclosing Party does not grant the Receiving Party any express or implied right to or under the Disclosing Party or another party's patents, copyrights, trademarks, trade secret information, or other proprietary rights. The Receiving Party shall not make, have made, use, or sell for any purpose any product or other item using, incorporating, or derived from any Proprietary or Confidential Information of the Disclosing Party.

**g.** If and to the extent that Proprietary or Confidential Information includes information that is confidential or proprietary to a third party, the Disclosing Party warrants that the disclosure does not violate any agreement with the third party or any rights of the third party, including any agreement or rights under the Health Insurance Portability and Accountability Act ("HIPAA") and other federal or state laws governing medical records, and shall indemnify the Receiving Party as to any claim against it by the third party or a government agency relating to such disclosure.

**h.** Rights and obligations under this Agreement shall take precedence over specific legends or statements that may be associated with Proprietary or Confidential Information when received.

**i.** The Receiving Party shall immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of its Confidential Information.

**j.** The Receiving Party shall not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.

**k.** If the Receiving Party is requested or required to disclose Proprietary or Confidential Information pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, the Receiving Party shall, prior to any disclosure of Proprietary or Confidential Information:

i. Provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement, no later than 2 business days after receiving it;

ii. Consult with the Disclosing Party on the appropriate response to the request;

iii. Cooperate with the Disclosing Party in its reasonable efforts to obtain an order or otherwise limit or restrict the disclosure of its Proprietary or Confidential Information that is subject to the legal or governmental request or requirement, at Disclosing Party's sole expense; and

iv. Only after fully complying with the above steps, if disclosure of Proprietary or Confidential Information is still required, furnish only such portion of the Proprietary or Confidential Information as the Receiving Party is advised by counsel is legally required to be disclosed.

**j.** Upon termination or expiration of this Agreement, each party shall cease use of Proprietary or Confidential Information received from the other party. At the written request of the Disclosing Party at any time during this Agreement, or within 30 days of the termination or expiration of this Agreement, the Receiving Party shall promptly return all copies of such information in its possession, custody, or control, promptly furnishing the Disclosing Party with written certification of such return. If the Disclosing Party does not request the return of Proprietary or Confidential Data within 30 days of the termination or expiration of this Agreement, the Receiving Party shall destroy all copies of such information in its possession, custody or control and shall, upon the Disclosing Party's request, furnish the Disclosing Party with written certification of such destruction. If return or destruction is not practicable, the Receiving Party shall so notify the Disclosing Party and shall keep such information secure and confidential in perpetuity.

**k.** The termination or expiration of this Agreement for any reason shall not discharge the obligations of the Parties with respect to the protection of Proprietary or Confidential Information set forth in this section.

**l.** Other than as set forth in Section 11(g) above, neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement.

**m.** This Agreement and its terms shall be treated as Proprietary and Confidential Information.

**12. Intellectual Property.** Neither party makes any representation or warranty as to the accuracy or completeness of its Proprietary or Confidential Information disclosed under this Agreement. PCG guarantees that its use or creation of any intellectual property under this Agreement does not infringe upon the intellectual property rights of any third party.

**13. Non-Solicitation:** During the term of this Agreement and for one year thereafter, neither CLIENT nor PCG shall, without the prior written consent of the other party, directly or indirectly solicit, entice, encourage, offer special inducements, or otherwise recruit any of the other party's employees. However, notwithstanding anything above to the contrary, this Section shall not restrict the right of either party to solicit or recruit generally in the media, and shall not prohibit either party from hiring, without prior written consent, an employee of the other party who answers an advertisement or who otherwise voluntarily applies for hire without having been personally solicited or recruited by the hiring party.

**14. Conflicts of Interest.** The parties understand that PCG is not required to perform the Contracted Services on a full-time basis for CLIENT and may perform services for other individuals and organizations consistent with the limitations in this Agreement.

**15. Waiver.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.

**16. Entire Agreement.** This Agreement (including the attachments) constitutes the entire agreement between the parties with respect to the subject matter of the Contracted Services, and supersedes all prior agreements and understandings, both written and oral. Notwithstanding the foregoing, any separate written agreement between the parties regarding the confidentiality and security of information exchanged or used by the parties for purposes of this Agreement shall be effective unless and until it is specifically terminated.

**17. Amendment.** This Agreement may be amended only by written agreement of the parties, signed by authorized representatives and referencing this Agreement.

**18. Severability.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.

**19. Applicable Law and Venue.** This Agreement, and all other aspects of the business relationship between the parties, shall be construed, interpreted, and enforced under and in accordance with the laws of the State of Iowa, without regard to choice of law provisions. The parties also consent to the personal jurisdiction in its courts, agree that the state and federal courts of the City of Waterloo, Iowa shall have exclusive jurisdiction over the enforcement of this Agreement, and waive any objection to venue.

**20. Miscellaneous**

**a.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PCG DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE CONTRACTED SERVICES, WHETHER EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, WHETHER OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE FOR SAID CONTRACTED SERVICES.

**b.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY PCG THAT CLIENT HAS NOT PAID COMPENSATION UNDER SECTION 3, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO PCG PURSUANT TO SECTION 3 OF THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.

**c.** Each party agrees that they shall not at any time make disparaging statements or induce others to make disparaging statements, in any form, about the other party or any of its respective employees, officers, directors, products or services.

**d.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

**e.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.

**f.** Each party acknowledges that they been provided with the opportunity to consult with and be represented by independent counsel in negotiating this Agreement. Each party represents that they have read and understand this Agreement and that they are freely and voluntarily entering into this Agreement in exchange for the consideration described herein. This Agreement shall not be construed in favor of or against either party by reason of authorship.

**g.** Each individual signing below on behalf of a party hereby represents and warrants that they have full power and authority to enter into this Agreement on behalf of such party. Each party to this Agreement hereby represents and warrants that it has full power and authority to enter into this Agreement, that the execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the Effective Date written above.

| **CITY OF WATERLOO** | | **PUBLIC CONSULTING GROUP LLC** | |
|---|---|---|---|
| BY: | _____ | BY: | _____ |
| NAME: | _____ | NAME: | _____ |
| TITLE: | _____ | TITLE: | _____ |
| DATE: | _____ | DATE: | _____ |

**ATTACHMENT A**
**CONTRACTED SERVICES**
**Ground Emergency Medical Transportation (GEMT) Program**

PCG will provide the below Contracted Services for **3 (three)** state fiscal year cost reporting cycles, defined as July 1st to June 30th, commencing with fiscal year 2022.

A. CLIENT provides countywide ambulance and medical services some of which will qualify for the GEMT Program for Medicaid. CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.

B. CLIENT provides emergency medical transports to Medicaid patients each year and the Contractor shall complete the required paperwork for CLIENT to participate in the GEMT Program.

C. This GEMT Program provides for supplemental payments for allowable costs that are in excess of other Medicaid revenue received for emergency medical transportation services to Medicaid eligible recipients.

D. PCG shall be familiar with the GEMT Program in the State of Iowa, and all the rules, regulations and requirements associated with the Program.

E. PCG shall have the knowledge, skills, and ability to fully complete the required cost reports to the State of Iowa within the time frame prescribed by the Department of Human Services (DHS).

F. PCG shall have knowledge of the data and cost reporting principles specified in Iowa Statutes.

G. PCG shall have knowledge and experience in the completion of all Schedules as required by the Program.

H. CLIENT will provide PCG with all of the required data needed to complete the Schedules; however, PCG is responsible for accurate completion of the Schedules.

I. PCG shall be able to accept from CLIENT, in electronic submission form, all information via a secure connection in accordance with the Health Insurance Portability and Accountability Act (HIPAA).

J. If the completed cost report is rejected by DHS, PCG shall work with CLIENT to make the necessary corrections and/or modifications and resubmit the report before the required filing deadline.

K. PCG CONTRACTOR shall keep CLIENT informed of all updates relating to the GEMT program and estimate the impact of future changes in Medicaid reimbursement.

L. PCG shall support CLIENT in establishing the legal and operational ground to participate in the GEMT program.

M. PCG shall draft supporting documentation and flow processes for presentation to CLIENT and assist with messaging and review presentations for governmental relationship staff as needed.

N. PCG shall monitor claims and cash flows of GEMT program to ensure CLIENT receives appropriate benefit from the program and has met documentation needs.

O. PCG agrees to receive compensation for Contracted Services on a contingency fee basis. This compensation will be based on payments received by CLIENT under the GEMT Program.

P. If, as a result of an audit by the DHS, a refund is required by CLIENT, PCG agrees to return the portion of the compensation fee that was paid on the amount being refunded and will otherwise not be liable for any other costs, fees, expenses, damages, or amounts.

## ATTACHMENT B
## COMPENSATION

In consideration for the Contracted Services, CLIENT will pay PCG **Six Percent (6%)** of the federal share portion of reimbursements received by CLIENT under the GEMT program for the state fiscal year cost reporting cycles set forth in Attachment A.

PCG will not receive any compensation until all GEMT reimbursements are received by CLIENT. All reimbursement realized by CLIENT from the supplemental payment program for EMS shall be paid in full directly from the DHS to CLIENT. PCG will invoice and receive its compensation after the receipt of reimbursement is received by CLIENT for the GEMT program.

PCG will invoice CLIENT based on the reimbursements within 45 days of receipt of funds by CLIENT.

# CITY OF WATERLOO

**Council Communication**

Resolution approving Professional Services Agreement with Strand Associates of Madison, Wisconsin, to provide Engineering services for the Wastewater Treatment Plant Nutrient Reduction Study Project, in an amount not to exceed $44,200.00, and authorize the Mayor to execute said document.

**City Council Meeting**: 8/15/2022
**Prepared**: 7/26/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | Memo to Mayor and Council | Backup Material |
| | Strand Contract | Backup Material |
| | NPDES REQUIREMENTS | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving Professional Services Agreement with Strand Associates of Madison, Wisconsin, to provide Engineering services for the Wastewater Treatment Plant Nutrient Reduction Study Project, in an amount not to exceed $44,200.00, and authorize the Mayor to execute said document. |
| Submitted by: | Submitted By: Brian Bowman, Treatment Operations Supervisor |
| Recommended Action: | Approve Contract with Strand Associates. |

Expenditure Required/Source of Funds: $ 44,200.00 Sewer funds

# CITY OF WATERLOO, IOWA

**WASTE MANAGEMENT SERVICES**

3505 Easton Ave. ▪ Waterloo, IA 50702 ▪ (319) 291-4553 Fax (319) 291-4523


Date: July 22, 2022

To: Waterloo Mayor and City Council

From: Brian M Bowman-Operations Supervisor Waste Management Services

RE: Strand and Associates Agreement for General Services Wastewater Treatment Plant (WWTP) Nutrient Reduction Study.

**Background Discussion**

As part of the City's National Pollutant Discharge Elimination System, (NPDES) permit, the City is required to submit a Nutrient Reduction evaluation for the City's Wastewater Treatment Plant no later than June 1, 2023.

This report will evaluate the feasibility and reasonableness of reducing the amounts of nitrogen and phosphorous discharged into surface water. Attached for reference is page 24, of Waterloo NPDES Permit 079001, that describes all items that must be addressed in this report.

**Recommended Action**

It is recommended that the City Council approve the agreement with Strand and Associates of Madison Wisconsin for General Services Wastewater Treatment Plant (WWTP) Nutrient Reduction Study in the amount of $44,200.00

STRAND ASSOCIATES®
Excellence in Engineering
Since 1946

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

July 21, 2022

City of Waterloo
715 Mulberry Street
Waterloo, IA 50703

Attention: Mr. Brian Bowman, Treatment Operations Director

Re: Agreement for General Services
Wastewater Treatment Plant (WWTP) Nutrient Reduction Study

This is an Agreement between the City of Waterloo, Iowa, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the WWTP Nutrient Reduction Study project. This Agreement shall be in accordance with the following elements.

**Scope of Services**

ENGINEER will provide the following Services to OWNER:

1. Conduct a kickoff meeting at OWNER's WWTP to discuss the project scope, schedule, and specific tasks.
2. Summarize OWNER-furnished flow and loading data including biological oxygen demand, total suspended solids, total nitrogen and total phosphorus data for the raw wastewater, primary effluent, internal recycles, final effluent, and from select industries, as appropriate.
3. Prepare updated flow and loading projections for the WWTP.
4. Conduct a virtual progress meeting with OWNER to review results of the data analysis and discuss selection of treatment technologies for further evaluation.
5. Prepare the following components related to the nutrient reduction standards in OWNER's National Pollutant Discharge Elimination System Permit:
    a. Description of the existing treatment facility with discussion on its capabilities for removing nitrogen and phosphorous.
    b. Description and evaluation of potential operational changes to the existing treatment facility that could be implemented to reduce the amounts of total nitrogen and total phosphorus discharged in the final effluent, and a review of the feasibility of each option.
    c. Description and evaluation of up to three alternatives for WWTP upgrades that could reduce the amounts of total nitrogen and total phosphorus discharged in the final effluent, in accordance with the State of Iowa's Nutrient Reduction Strategy goals.
    d. Description of potential watershed nutrient reductions strategies that could be used in conjunction with the WWTP nutrient reductions and opinions of probable construction costs for watershed-based approaches.
    e. Preliminary schedule for modifications to the WWTP.

6. Conduct a virtual progress meeting with OWNER to discuss evaluation of treatment technologies and results of the alternatives.

7. Develop a draft report that summarizes the analytical data, potential operational changes, and potential viable technologies that may be incorporated at the WWTP for nutrient removal, as well as potential watershed strategies.

8. Conduct a review meeting at OWNER's WWTP to discuss the draft report and related information.

9. Develop a final report that includes OWNER comments, as appropriate, from the review meeting discussions. Provide three paper copies and a portable document format copy of the report to OWNER and submit one copy of the report to the Iowa Department of Natural Resources (IDNR).

**Service Elements Not Included**

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

2. Design, Bidding- and Construction-Related Services: Design, bidding-, and construction-related services for the project will require a separate agreement with OWNER.

3. Drawings and Specifications: Final design services including drawings and specifications, if provided by ENGINEER, will be provided through an amendment to this Agreement or through a separate agreement with OWNER.

4. Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by ENGINEER will be provided through a separate agreement with OWNER.

5. Revising Reports, Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed, will be provided through an amendment to this Agreement.

**Compensation**

OWNER shall compensate ENGINEER for Services a lump sum of $44,200.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum that reflects any wage scale adjustments made.

The lump sum will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

**Schedule**

Services will begin upon execution of this Agreement, which is anticipated the week of August 15, 2022. Services are scheduled for completion on June 1, 2023.

**Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

**OWNER's Responsibilities**

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.

2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.

3. Provide access to the site as required for ENGINEER to perform Services under this Agreement.

4. Guarantee access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.

5. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.

6. Provide all legal services as may be required for the development of this project.

**Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

**Changes**

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.

3. If there is a modification of IDNR requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

**Extension of Services**

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

**Payment**

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

**Data Provided by Others**

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

**Termination**

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

**Third-Party Beneficiaries**

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

**Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Iowa.

**Terms and Conditions**

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

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

| ENGINEER: | OWNER: |
|---|---|
| STRAND ASSOCIATES, INC.® | CITY OF WATERLOO |
| Joseph M. Bunker 2/22/22 | |
| Joseph M. Bunker Date | Quentin M. Hart Date |
| Corporate Secretary | Mayor |

**Facility Name:** WATERLOO CITY OF STP
**Permit Number:** 0790001

**Nutrient Reduction Requirements**

In support of the Iowa Nutrient Reduction Strategy you shall prepare and submit a report that evaluates the feasibility and reasonableness of reducing the amounts of nitrogen and phosphorus discharged into surface water. The report shall be submitted no later than **June 1, 2023** and shall address the following:

- A description of the existing treatment facility with particular emphasis on its capabilities for removing nitrogen and phosphorus. The description shall include monitoring data that define the current amounts of total nitrogen (TKN+nitrate+nitrite) and total phosphorus in both the raw wastewater and the final effluent.

- A description and evaluation of operational changes to the existing treatment facility that could be implemented to reduce the amounts of total nitrogen and total phosphorus discharged in the final effluent and the feasibility and reasonableness of each. Your evaluation must discuss the projected degree of total nitrogen and total phosphorus reduction achievable for each operational change. When evaluating feasibility, you must consider what, if any, effect operational changes would have on the removal of other pollutants (e.g. $CBOD_5$, TSS). When evaluating reasonableness, you shall include estimates of the additional cost, if any, to implement such changes and for a publicly-owned treatment works the impact on user rates.

- A description and evaluation of new or additional treatment technologies that would achieve significant reductions in the amounts of total nitrogen and total phosphorus discharged in the final effluent with a goal of achieving annual average concentrations of 10 mg/L total nitrogen and 1 mg/L total phosphorus for plants treating typical domestic strength sewage. For purposes of this evaluation typical domestic sewage is considered to contain approximately 25 – 35 mg/L total nitrogen and 4 - 8 mg/L total phosphorus. For plants treating wastewater with total nitrogen and/or total phosphorus concentrations greater than typical domestic strength sewage, the evaluation shall include the projected reductions in the total nitrogen and phosphorus effluent concentrations achievable with the application of feasible and reasonable treatment technology with a goal of achieving at least a 66 % reduction in nitrogen and 75% reduction in total phosphorus. For each treatment technology the report shall assess its feasibility, reasonableness, practicability, the availability of equipment, capital costs, annual operating costs, impact on user rates and any non-water quality environmental impacts (e.g. additional air pollution, increased sludge production, etc.).

- Based on the evaluations of operational changes and new or additional treatment technologies the report must select the preferred method(s) for reducing total nitrogen and total phosphorus in the final effluent, the rationale for the selected method(s) and an estimate of the effluent quality achievable.

- In addition to selecting operational changes and/or new or additional treatment technologies, the permittee may evaluate and propose to implement practices within the watershed that may achieve greater reductions in nitrogen or phosphorus than the preferred method(s) alone. Such evaluations are particularly encouraged when no feasible or reasonable operational changes or additional treatment technologies can be identified or when the schedule for installing the selected technology exceeds ten years.

- The report must include a schedule for making operational changes and/or installing new or additional treatment technologies to achieve the concentration and/or percentage removal goals listed above. Additional financial justification must be included in the report if no operational changes or treatment technologies are feasible or reasonable.

The schedule will be incorporated into the NPDES permit by amendment. Effluent discharge limits will be based on one full year of operating data after implementation of the operational changes or completion of plant modifications and a six-month optimization period.

The report shall be sent to the following address:
Ben Hucka
NPDES Section
npdes.mail@dnr.iowa.gov

# CITY OF WATERLOO

**Council Communication**

Resolution approving construction plans for grading, paving, and utility serving the Edison Addition, as submitted by the City of Waterloo, Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, and final acceptance of construction plans subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| 🗋 | Edison Additional Final | Backup Material |
| 🗋 | Edison Addition STA | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving construction plans for grading, paving, and utility serving the Edison Addition, as submitted by the City of Waterloo, Sewage Treatment Agreement, DNR Form 29 (Nov 00) with the Department of Natural Resources, and final acceptance of construction plans subject to the review and acceptance by the Department of Natural Resources, and authorizing the Mayor to execute said documents. |
| Submitted by: | Submitted By: Jamie Knutson, PE, City Engineer |
| Summary Statement: | These construction plans have been reviewed by the Engineering Department. They appear to meet current design standards and specifications, therefore they are recommended for approval by the City Council. |
| Neighborhood Impact: | |

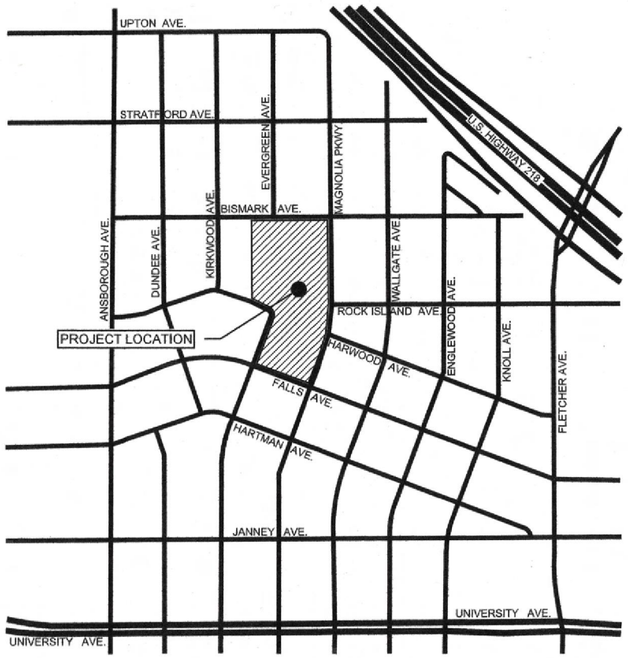
Owner
Big Hand Pepper, LLC
616 Clay St.
Cedar Falls, IA 50613

Project Manager
Nick Brewer
(319) 575-2725

# EDISON ADDITION
# WATERLOO, IOWA
# JULY 2022

IOWA ONE CALL
CALL-BEFORE-YOU-DIG
800/292-8989

## GRADING, PAVING AND UTILITY CONSTRUCTION PLANS




VICINITY MAP




LOCATION MAP

WORK AND MATERIALS SHALL BE IN ACCORDANCE WITH THE IOWA STATEWIDE URBAN STANDARD SPECIFICATIONS FOR PUBLIC IMPROVEMENTS, 2022 EDITION (SUDAS) GENERAL SPECIFICATIONS FOR CONSTRUCTION.

THESE PLANS ARE INTENDED FOR USE IN COLOR. IF THIS TEXT DOES NOT APPEAR IN COLOR, THIS IS NOT AN ORIGINAL PRINT AND MAY CAUSE ISSUES WITH CLARIFICATION ON SOME SHEETS.

Sheet List Table

| Sheet Number | Sheet Title |
|---|---|
| A.01 | All Sheets |
| A.02 | Site Plan |
| B.01 | General Notes |
| B.02 | B.02 Typical Details |
| B.03 | Typical Details |
| B.04 | Typical Details |
| B.05 | Axlewood Dr. Approach Details |
| B.06 | Axlewood Dr. Superelevation Detail |
| B.07 | Coral Dr. Approach Details |
| B.08 | Pre-Grading SWPPP |
| B.09 | Post-Grading SWPPP |
| C.01 | Quantities and Estimate Reference |
| C.02 | Estimate Reference |

| Sheet Number | Sheet Title |
|---|---|
| C.03 | Existing Site and Removals |
| D.01 | Coral Dr. Grading Plan & Profile |
| D.02 | Axlewood Dr. Grading Plan & Profile |
| D.03 | Axlewood Dr. Grading Plan & Profile |
| D.04 | Trail Plan & Profile |
| M.01 | Storm Sewer Plan & Profile |
| MSA.01 | Sanitary Plan & Profile |
| MSA.02 | Sanitary Plan & Profile |
| MSA.03 | Sanitary Plan & Profile |
| MSA.04 | Sanitary Plan & Profile |
| MWM.01 | Water Main Plan & Profile |
| MWM.02 | Water Main Plan & Profile |
| MWM.03 | Water Main Plan & Profile |
| MWM.04 | Water Main Plan & Profile |

PANTHER BUILDERS

WILLIAM N. WRIGHT
LICENSED
15507
IOWA
PROFESSIONAL ENGINEER

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.

William N Wright 8/5/2022
Signature Date
William N. Wright, PE
Iowa License Number 15507
My license renewal date is December 31, 2023

Pages or sheets covered by this seal: ALL SHEETS


EARTHWORX CIVIL SOLUTIONS, L.L.C.
2920 McClain Drive
Cedar Falls, Iowa
50613
Phone: (319) 575-2725
www.ecsiowa.com



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Edison Addition
Waterloo, Iowa
All Sheets

REVISIONS

| NO. | DATE | BY | REVISION |
|---|---|---|---|
| 6 | | | |
| 5 | | | |
| 4 | | | |
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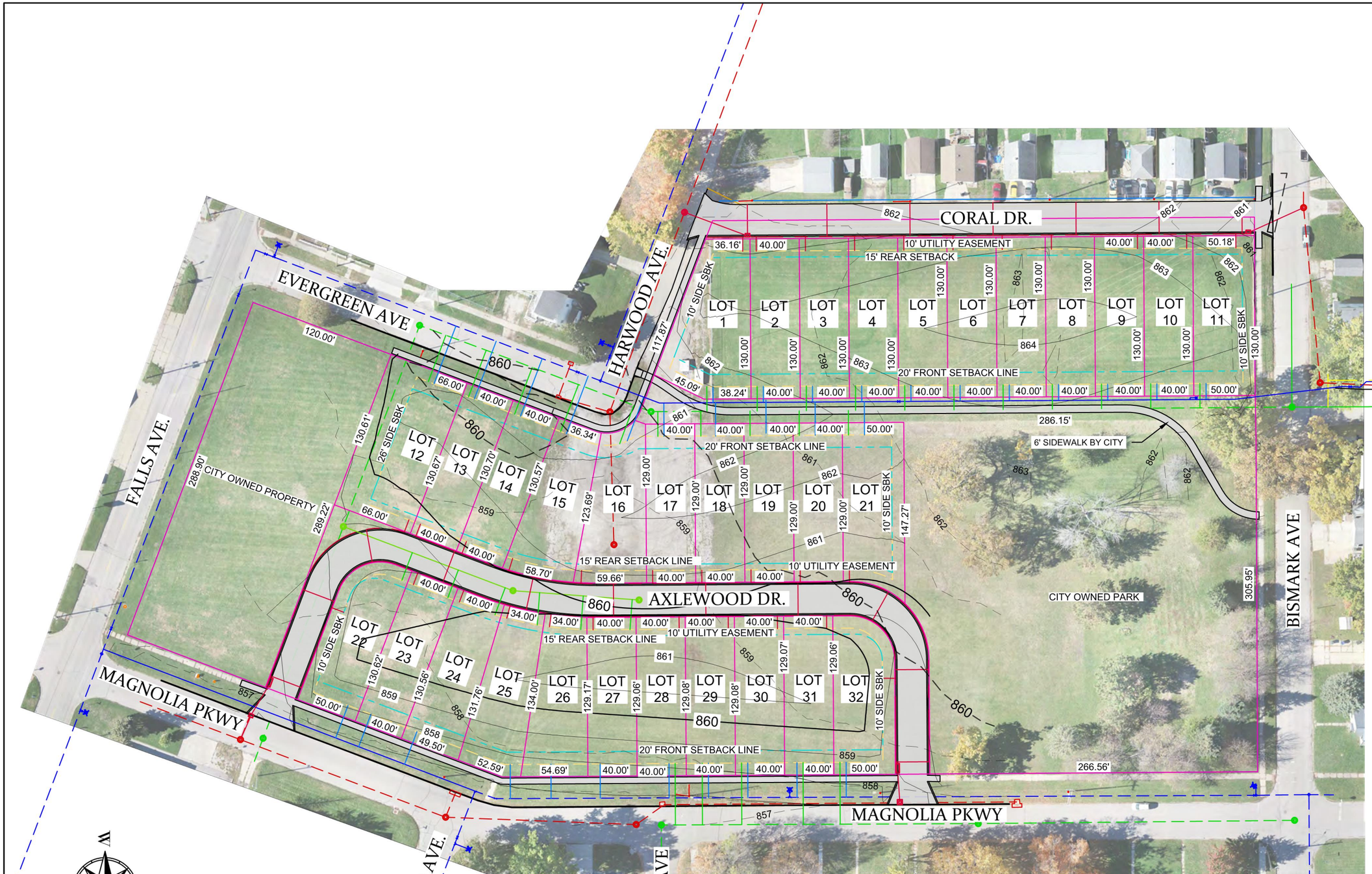


EARTHWORX CIVIL SOLUTIONS, L.L.C.

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50613

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# Edison Addition

Waterloo, Iowa

Site Plan

REVISIONS

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1. PROJECT SCHEDULE - THE CONTRACTOR SHALL PREPARE A DETAILED SCHEDULE OF WORK, WHICH SHALL BE SUBMITTED AT THE PRECONSTRUCTION CONFERENCE. THE SCHEDULE SHALL SHOW ANTICIPATED EQUIPMENT AND MATERIAL DELIVERIES AND COMPLETION OF MAJOR TASKS IN THE PROJECT.

2. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY (UNLESS DESIGNATED BY THE ENGINEER) TO PROVIDE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL, WHICH IS NOT DESIRABLE TO BE INCORPORATED IN THE WORK INVOLVED ON THIS PROJECT (EXCAVATION, BROKEN CONCRETE, CMP OR RCP). NO PAYMENT FOR OVERHAUL WILL BE ALLOWED FOR MATERIAL HAULED TO THESE SITES. ALL DISPOSAL SITES TO BE APPROVED BY THE ENGINEER. OVERHAUL WILL NOT BE MEASURED OR PAID FOR, BUT SHALL BE CONSIDERED INCIDENTAL TO ROADWAY AND SITE EXCAVATION FOR THIS PROJECT.

3. THE CONTRACTOR SHALL USE TESTING EQUIPMENT AND PROCEDURES THAT ARE ACCEPTABLE TO THE ENGINEER.

4. THE CONTRACTOR IS RESPONSIBLE FOR MAKING SURE THAT TRUCKS TRAVELING TO AND FROM THE PROJECT SITE ARE IN GOOD WORKING ORDER AND DO NOT DROP MATERIAL ONTO THE STREET

5. THE CONTRACTOR SHALL APPLY NECESSARY MOISTURE TO THE CONSTRUCTION AREA AND HAUL ROADS TO PREVENT THE SPREAD OF DUST.

6. COMPACTION OF BACKFILL IN ALL TRENCHES AND EXCAVATIONS SHALL BE 95% STANDARD PROCTOR DENSITY.

7. THE ENGINEER WILL FURNISH THE REQUIRED STAKES AND BENCH MARKS FOR THIS WORK. THE CONTRACTOR SHALL MAINTAIN ALL STAKES AND REPORT ANY DAMAGE TO THE ENGINEER. THE CONTRACTOR SHALL VERIFY ALL GRADES, LINES, LEVELS, AND DIMENSIONS AS SHOWN ON THE PLANS AND CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE NEED FOR SURVEY STAKES. THE CONTRACTOR SHALL REPORT ANY ERRORS OR INCONSISTENCIES TO THE ENGINEER PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PRESERVING SURVEY STAKES AND MARKS, AND IF ANY SURVEY STAKES OR MARKS ARE CARELESSLY OR WILLFULLY DESTROYED OR DISTURBED BY THE CONTRACTOR, THEY SHALL BE CHARGED FOR THE COST OF REPLACING THEM.

8. ALL CONTRACTORS SHALL USE CAUTION WHEN WORKING OVER AND AROUND ALL TILE LINES. BREAKS IN THE TILE LINE DUE TO THE CONTRACTOR'S CARELESSNESS SHALL BE REPLACED AT HIS EXPENSE WITHOUT COST TO THE CONTRACTING AUTHORITY. ANY TILE LINES BROKEN OR DISTURBED BY DESIGNATED CUT LINES WILL BE REPLACED AS DIRECTED BY THE ENGINEER IN CHARGE OF CONSTRUCTION.

9. UTILITIES - THE LOCATION OF ALL UTILITIES INDICATED ON THE PLANS ARE TAKEN FROM CURRENT RECORDS AND/OR FIELD SURVEYS. HOWEVER, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM THE EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE RESPECTIVE UTILITY COMPANIES OF THE COMMENCEMENT OF WORK ON THE PROJECT AND TO COORDINATE THE NECESSARY ADJUSTMENTS. THE CONTRACTOR SHALL EXPOSE THOSE UTILITIES AND SEWERS AS DIRECTED IN THE FIELD BY THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION SO THEIR EXACT LOCATIONS MAY BE DETERMINED. NO DIRECT PAYMENT SHALL BE MADE FOR THIS WORK AND IT SHALL BE CONSIDERED INCIDENTAL TO THE OTHER APPLICABLE WORK.

10. PRIOR TO OPENING AN EXCAVATION, A REASONABLE EFFORT SHALL BE MADE TO DETERMINE WEATHER UNDERGROUND INSTALLATIONS; I.E., SEWER, WATER, FUEL, ELECTRIC LINES, ETC., WILL BE ENCOUNTERED AND, IF SO, WHERE SUCH UNDERGROUND INSTALLATIONS ARE LOCATED. WHEN THE EXCAVATION APPROACHES THE APPROXIMATE LOCATIONS OF SUCH AN INSTALLATION, CAREFUL PROBING OR HAND DIGGING SHALL DETERMINE THE EXACT LOCATIONS AND, WHEN IT IS UNCOVERED, ADEQUATE PROTECTION SHALL BE PROVIDED FOR EXISTING INSTALLATION. ALL KNOWN OWNERS OF UNDERGROUND FACILITIES IN THE AREA CONCERNED SHALL BE ADVISED OF PROPOSED WORK AT LEAST 48 HOURS PRIOR TO THE START OF ACTUAL EXCAVATION.

11. FOR ALL UTILITY LOCATION REQUESTS, CALL THE FOLLOWING NUMBER:
IOWA ONE CALL - 1-800-292-8989

    UTILITY CONTACT PERSON:

| | | |
|---|---|---|
| MEDIACOM | BRIAN KADNER | (845) 544-9656 |
| CENTURYLINK | TOM STURMER | (720) 578-8090 |
| MIDAMERICAN ELECTRIC/GAS | JORDYN WEBER | (319) 291-4728 |
| CITY OF WATERLOO | JESSE GARRITY | (319) 291-4553 |
| CITY OF WATERLOO WATER WORKS | CHAD COON | (319) 240-5013 |

12. PART VI OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) SHALL APPLY. CONTRACTOR SHALL FURNISH ALL NECESSARY TRAFFIC CONTROL DEVICES AND THE COST SHALL BE INCIDENTAL TO THE TRAFFIC CONTROLS TIME ON THIS PROJECT. ALL BARRICADES AND TRAFFIC CONFORM TO THE MOST CURRENT "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND LATEST SUPPLEMENTS TO THE BASE SPECIFICATIONS.

13. THE CONTRACTOR AND SUBCONTRACTORS SHALL COMPLY WITH IA DNR STORMWATER POLLUTION PREVENTION REQUIREMENTS AND SHALL COMPLY WITH ALL ASPECTS OF THE STORMWATER POLLUTION PREVENTION PLAN AS SHOWN ON SHEET B-08 & B-09 AND OTHER LOCATIONS. THE CONTRACTOR SHALL APPLY FOR AND KEEP CURRENT THE REQUIRED IA DNR STORMWATER PERMITS.

14. INSTALLATION AND MATERIALS FOR WATER SYSTEMS TO BE IN ACCORDANCE WITH THE "STANDARDS OF THE CITY OF WATERLOO WATER WORKS" ON FILE IN THE OFFICE OF IOWA DEPARTMENT OF NATURAL RESOURCES, AND THE "IOWA STANDARDS FOR WATER SUPPLY DISTRIBUTION SYSTEMS" AND THE "TEN STATES STANDARDS", LATEST REVISION.

## STANDARD SPECIFICATIONS

The following SUDAS Figures apply to work on this project

| Number | Specification | Date Modified | Title |
|---|---|---|---|
| TC-211 | DOT | 10/15/0219 | LANE CLOSURE ON LOW VOLUME ROADWAY |
| TC-273 | DOT | 10/15/2019 | CONSTRUCTION SITE ENTRANCE |
| 3010.101 | SUDAS | 4/17/2018 | TRENCH BEDDING AND BACKFILL ZONES |
| 3010.102 | SUDAS | 4/16/2019 | RIGID GRAVITY PIPE TRENCH BEDDING |
| 3010.103 | SUDAS | 4/16/2019 | FLEXIBLE GRAVITY PIPE TRENCH BEDDING |
| 3010.104 | SUDAS | 4/17/2018 | PRESSURE PIPE TRENCH BEDDING |
| 4010.201 | SUDAS | 4/17/2018 | SANITARY SEWER SERVICE STUB |
| 4020.211 | SUDAS | 4/17/2018 | STORM SEWER PIPE CONNECTIONS |
| 4040.231 | SUDAS | 10/21/2014 | SUBDRAINS |
| 5010.101 | SUDAS | 10/18/2016 | THRUST BLOCKS |
| 5010.102 | SUDAS | 10/18/2016 | TRACER SYSTEM |
| 5010.114 | SUDAS | 4/17/2018 | BOXOUTS FOR GRATE INTAKES |
| 6010.301 | SUDAS | 4/17/2018 | CIRCULAR SANITARY SEWER MANHOLE |
| 6010.401 | SUDAS | 4/17/2018 | CIRCULAR STORM SEWER MANHOLE |
| 6010.406 | SUDAS | 4/21/2020 | SHALLOW RECTANGULAR STORM SEWER MANHOLE |
| 6010.501 | SUDAS | 4/17/2018 | SINGLE GRATE INTAKE |
| 6010.505 | SUDAS | 4/21/2020 | DOUBLE GRATE INTAKE |
| 6010.601 | SUDAS | 4/21/2015 | CASTINGS FOR SANITARY SEWER MANHOLES |
| 6010.602 | SUDAS | 4/21/2015 | CASTINGS FOR STORM SEWER MANHOLES |
| 7010.101 | SUDAS | 4/16/2019 | JOINTS |
| 7010.102 | SUDAS | 10/18/2016 | PCC CURB DETAILS |
| 7010.103 | SUDAS | 4/19/2011 | MANHOLE BOXOUTS IN PCC PAVEMENT |
| 7030.201 | SUDAS | 10/20/2015 | CLASSES OF SIDEWALK |
| 7030.204 | SUDAS | 10/20/2015 | GENERAL FEATURES OF AN ACCESSIBLE SIDEWALK |
| 7030.205 | SUDAS | 10/20/2015 | GENERAL SIDEWALK AND CURB RAMP DETAILS |
| 9040.119 | SUDAS | 10/21/2014 | SILT FENCE |
| 9040.120 | SUDAS | 10/21/2014 | STABILIZED CONSTRUCTION ENTRANCE |

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# Edison Addition

Waterloo, Iowa

General Notes

REVISIONS

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DATE: 4/8/2022
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PROJECT NUMBER: 065

Drawing No.

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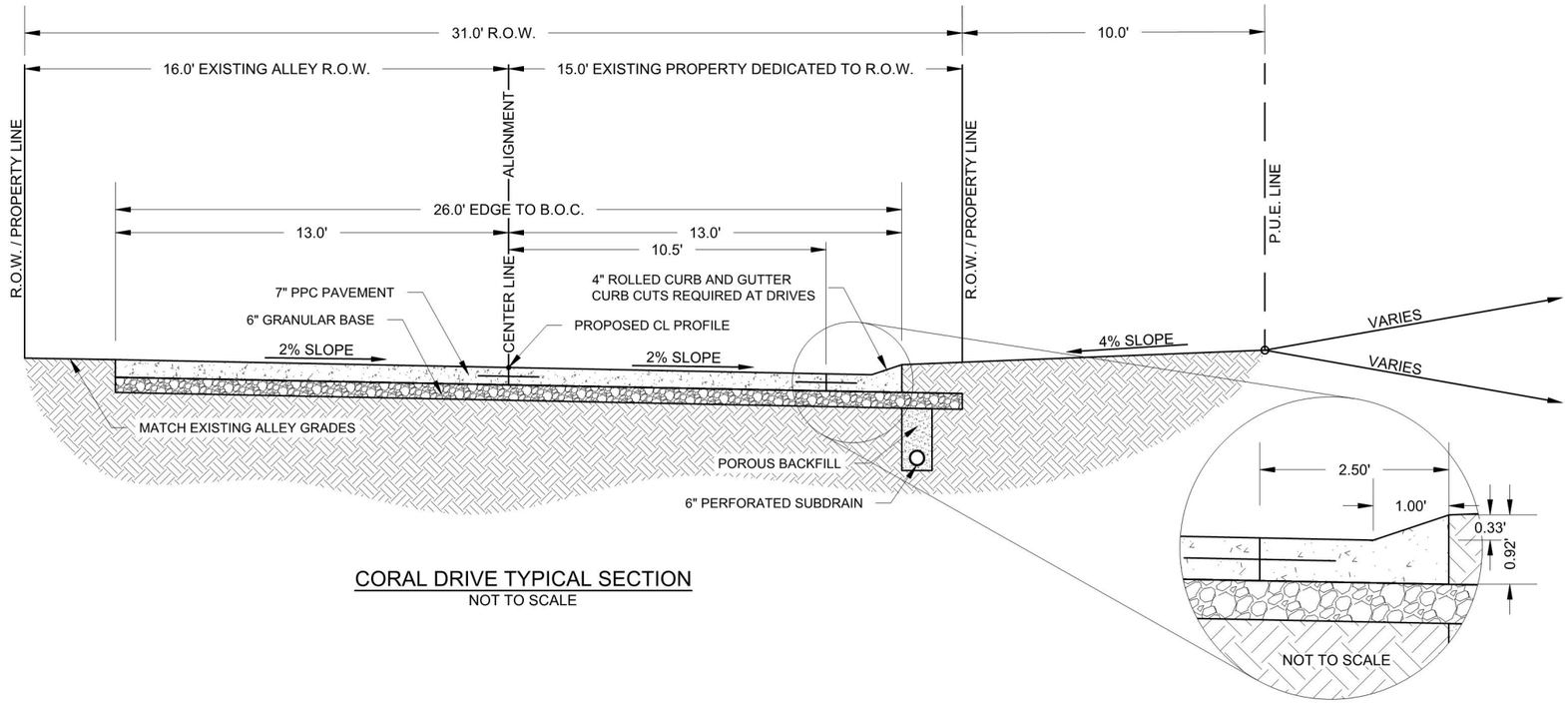
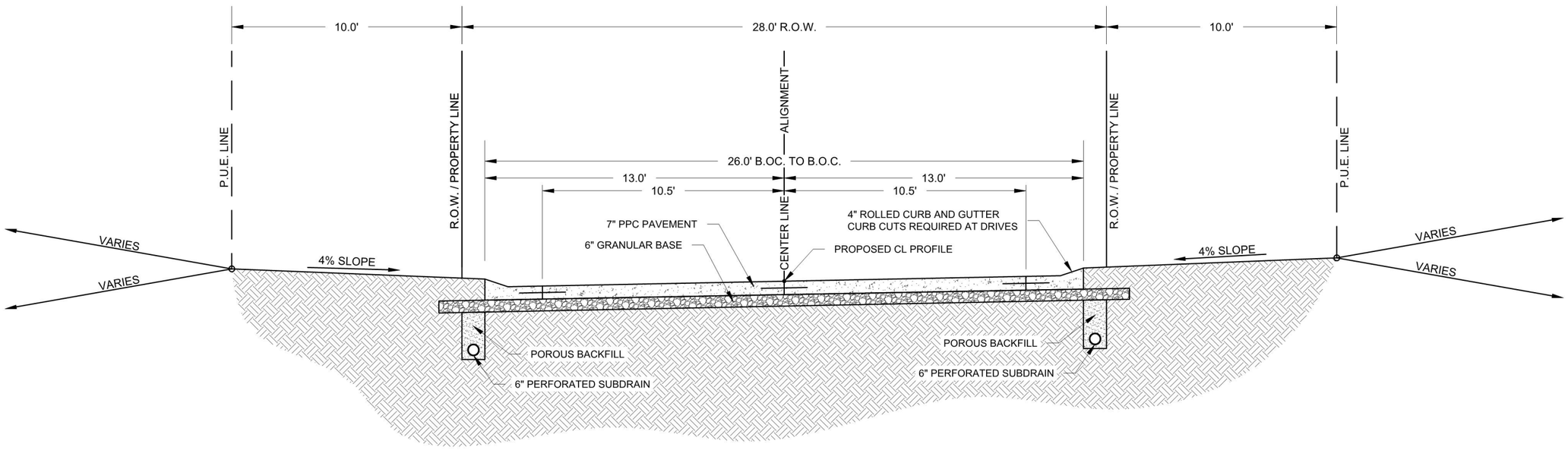
1. GRANULAR SUBBASE SHALL CONFORM TO SECTION 2010 IN THE 2022 IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS.
2. GRANULAR SUBBASE SHALL EXTEND 2' FROM THE BACK OF CURB.
3. ALL TIE BARS SHALL BE EPOXY COATED.
4. POROUS BACKFILL SHALL BE INCIDENTAL TO LONGITUDINAL SUBDRAIN. 42" MINIMUM DEPTH AND SHALL BE CASE B, TYPE1. ALL SUBDRAIN INSTALLATION MATERIALS SHALL CONFORM TO THE 2022 IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) 4040.202; A, B OR C.
5. COARSE AGGREGATE SHALL HAVE CLASS 3 DURABILITY.
6. BACKFILL ADJACENT TO CURB IS INCIDENTAL TO CLASS "10" EXCAVATION.
7. TRANSVERSE JOINT SPACING, 15' MAX, 12' PREFERRED.
8. SEE D-SHEETS FOR GRADING PLANS AND ADDITIONAL INFORMATION.
9. SEE SHEETS B.05 AND B.07 FOR INTERSECTION DETAILS.




CORAL DRIVE TYPICAL SECTION
NOT TO SCALE

SEE SHEET B.07 FOR CORAL DRIVE INTERSECTIONS




AXLEWOOD DRIVE TYPICAL SECTION 20+62.7 TO 21+34.2
NOT TO SCALE

SEE SHEET B.05 FOR STATION 20+15.0 TO 20+62.7
SEE SHEET B.06 FOR STATION 21+34.2 TO 22+12.7
SEE SHEET B.05 FOR STATION 27+32.2 TO 27+79.7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# Edison Addition
Waterloo, Iowa

## B.02 Typical Details

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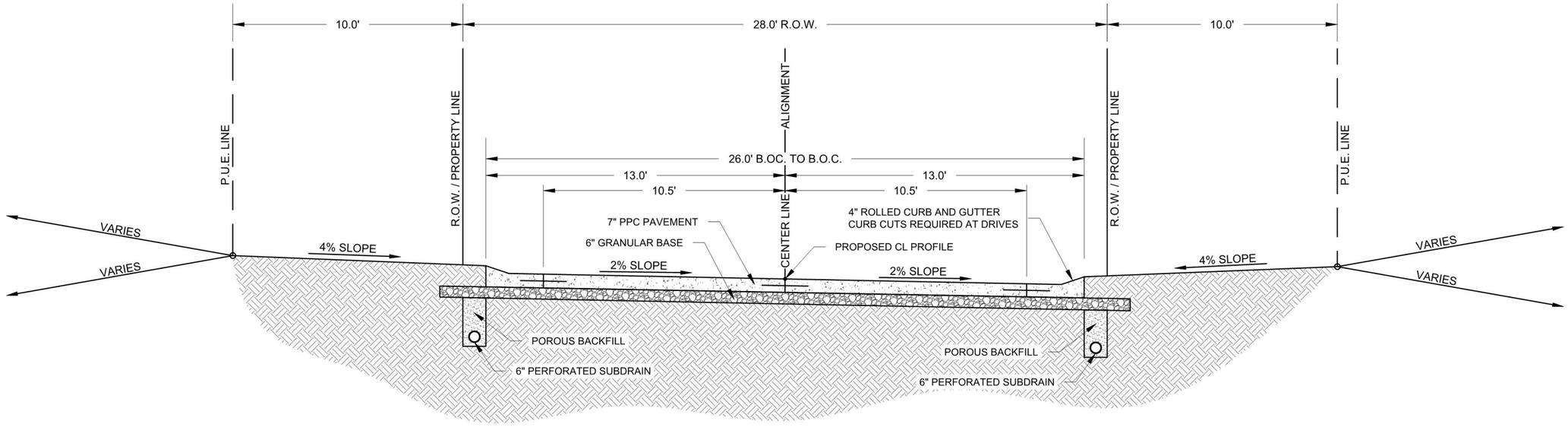
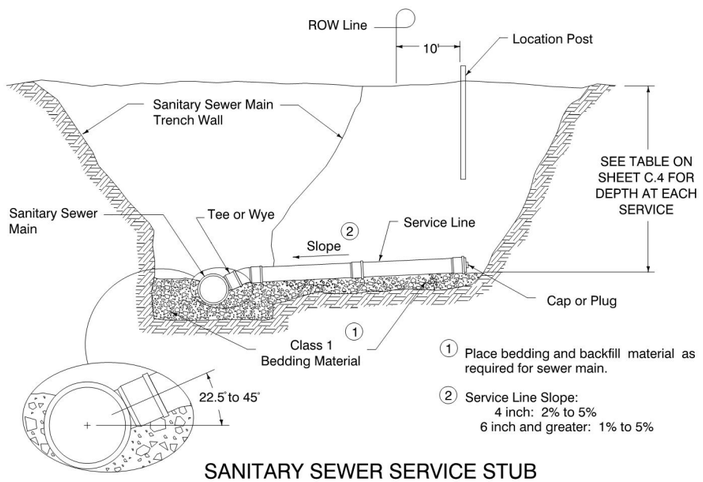



AXLEWOOD DRIVE TYPICAL SECTION 22+12.7 TO 27+32.2

NOT TO SCALE

SEE SHEET B.05 FOR STATION 20+15.0 TO 20+62.7
SEE SHEET B.06 FOR STATION 21+34.2 TO 22+12.7
SEE SHEET B.05 FOR STATION 27+32.2 TO 27+79.7




SANITARY SEWER SERVICE STUB

TYPICAL SANITARY SEWER MAIN DEPTH

WATER MAIN EXTENSION NOTES

1) PRICE FOR WATER MAIN SHALL INCLUDE ALL MATERIAL, LABOR, TOOLS AND EQUIPMENT NECESSARY TO INSTALL WATER MAIN IN ACCORDANCE WITH THE PROJECTS SPECIFICATIONS

2) ENTIRE WATER MAIN SHALL HAVE A MINIMUM OF 6' COVER TO FINISHED GRADE.

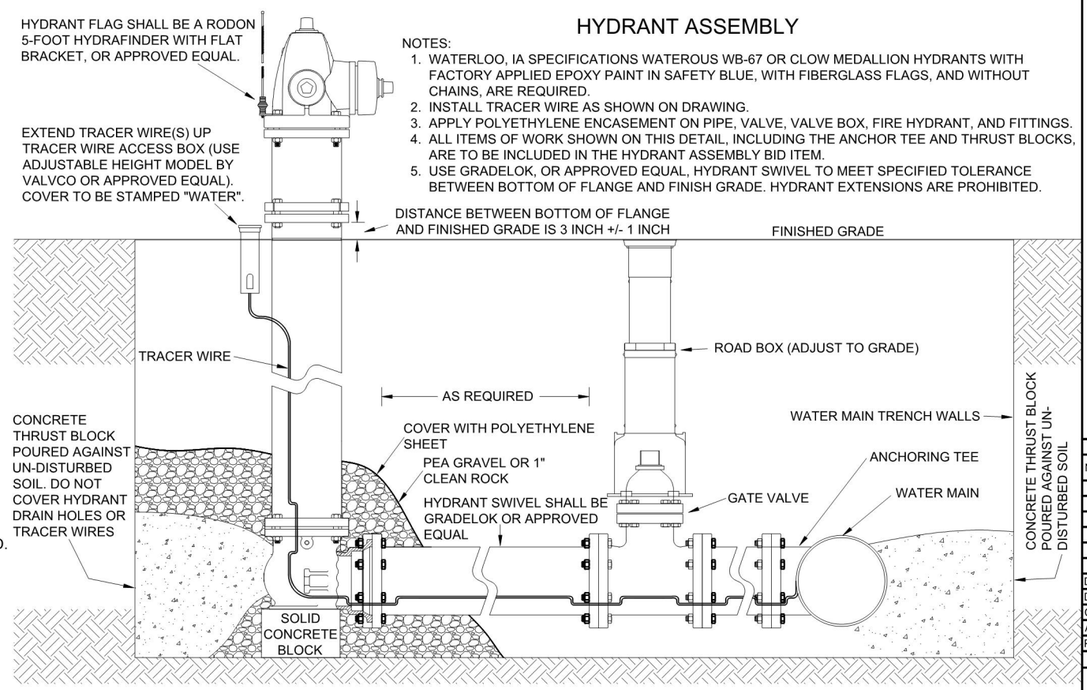
3) 6.5' BURIED HYDRANTS REQUIRED

4) ENTIRE WATER MAIN SHALL HAVE 12 GA. TRACER WIRE.

5) CONTRACTOR TO ENSURE VALVE BOXES AND FIRE HYDRANTS ARE COMPLETED TO FINISH GRADE.

6) THRUST BLOCKS SHALL BE REQUIRED.

## HYDRANT ASSEMBLY




NOTES:

1. WATERLOO, IA SPECIFICATIONS WATEROUS WB-67 OR CLOW MEDALLION HYDRANTS WITH FACTORY APPLIED EPOXY PAINT IN SAFETY BLUE, WITH FIBERGLASS FLAGS, AND WITHOUT CHAINS, ARE REQUIRED.
2. INSTALL TRACER WIRE AS SHOWN ON DRAWING.
3. APPLY POLYETHYLENE ENCASEMENT ON PIPE, VALVE, VALVE BOX, FIRE HYDRANT, AND FITTINGS.
4. ALL ITEMS OF WORK SHOWN ON THIS DETAIL, INCLUDING THE ANCHOR TEE AND THRUST BLOCKS, ARE TO BE INCLUDED IN THE HYDRANT ASSEMBLY BID ITEM.
5. USE GRADELOK, OR APPROVED EQUAL, HYDRANT SWIVEL TO MEET SPECIFIED TOLERANCE BETWEEN BOTTOM OF FLANGE AND FINISH GRADE. HYDRANT EXTENSIONS ARE PROHIBITED.

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# Edison Addition

Waterloo, Iowa

Typical Details

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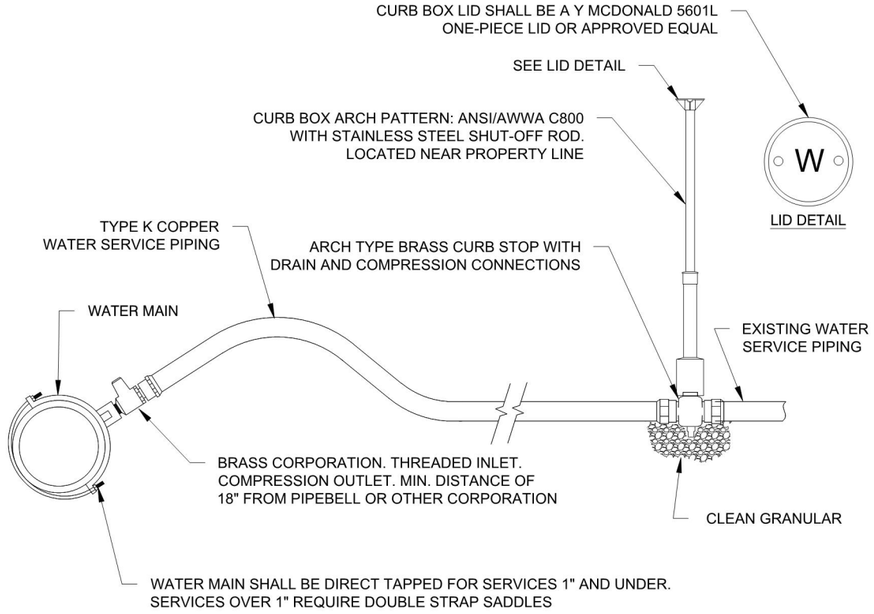


## WATER SERVICE DETAIL

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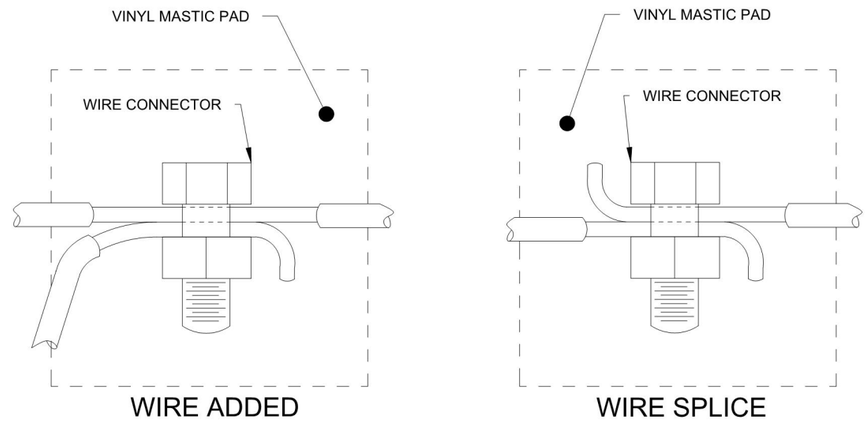


## TRACE WIRE DETAILS

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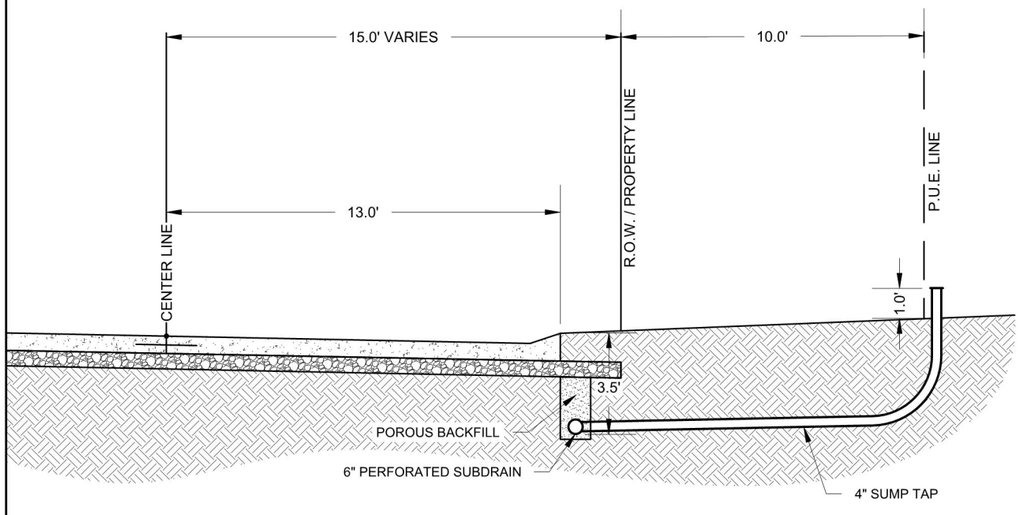


## SUMP TAP STUB DETAIL

NOT TO SCALE

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# Edison Addition

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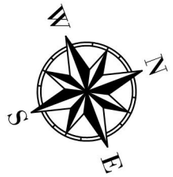



SCALE 1"=10'

0 10'

NOTE: ALL GRADES ARE TO FG (GUTTER) UNLESS OTHERWISE NOTED.

CITY OWNED PROPERTY

AXLEWOOD DR.

LOT 22

857.03 'C' 2.5' 857.08 'C' 10.5' 2.0% 857.29 'C' 10.5' 2.0% 857.50 'C' 2.5' 857.55

856.91 'C' 2.5' 856.96 'C' 10.5' 2.0% 857.17 'C' 10.5' 2.0% 857.38 'C' 2.5' 857.43

STA = 20+62.68

856.82 'ED' 2.5' 856.85 'C' 10.5' 1.5% 857.01 'C' 10.5' 1.5% 857.17 'C' 2.5' 857.21

1.0% 12.0' 'L-1' 'L-1' 12.0' 1.0% 'L-1' 12.0' 1.0%

0.8% 12.0' 'L-1' 'L-1' 12.0' 1.3% 'L-1' 12.0' 1.8%

0.5% 12.0' 'B' 'L-1' 12.0' 1.0% 'L-1' 12.0' 1.6%

MATCH TO EXS SIDEWALK

EX: 857.27 20.9' 2.4% 2.7% 20.8' 5.1' 0.6% 'E' 2.5' 856.78 'E' 10.5' 856.89 'E' 10.5' 856.99 'E' 2.5' 857.02 15.0' 857.66

5.0' 1.5% 856.76 1.0% 1.0% 1.5% 1.0% 1.0% 1.5% 4.3% 4.3% 1.5% 5.0'

EX: 857.24 856.68 2.5' 'E' 856.71 10.5' 'E' 856.81 10.5' 'E' 856.92 2.5' 'E' 856.94 15.0' 857.58

3.3% 10.2' 'L-1' 9.3' 3.5% 'L-1' 9.3' 3.8% 'L-1' 9.3' 4.0% 10.1' 3.6%

FUTURE SIDEWALK BY OTHERS

856.35 'C' 6.5' 0.4% 856.38 'C' 10.5' 0.8% 856.46 'C' 10.5' 0.8% 856.54 'C' 6.5' 0.5% 856.57

3.3% 10.1' 'L-1' 9.3' 3.4% 'L-1' 9.3' 3.8% 'L-1' 9.3' 4.2% 10.3' 3.6%

EXS B.O.C

856.02 0.4% 10.5' 856.06 0.4% 10.5' 856.10 0.5% 10.5' 856.15 0.5% 10.5' 856.20

EX: 855.97 EX: 856.00 EX: 856.04 STA = 20+15.00 EX: 856.09 EX: 856.15

AXLEWOOD DR. SOUTH APPROACH

MAGNOLIA PKWY

LOT 32

AXLEWOOD DR.

858.18 'C' 2.5' 858.23 'C' 10.5' 2.0% 858.44 'C' 10.5' 2.0% 858.65 'C' 2.5' 858.70

858.11 'C' 2.5' 858.16 'C' 10.5' 2.0% 858.37 'C' 10.5' 2.0% 858.58 'C' 2.5' 858.63

STA = 27+32.24

858.03 'ED' 2.5' 858.06 'C' 10.5' 1.5% 858.22 'C' 10.5' 1.5% 858.38 'C' 2.5' 858.42

0.7% 12.0' 'L-1' 'L-1' 12.0' 0.7% 'L-1' 12.0' 0.7%

0.7% 12.0' 'L-1' 'L-1' 12.0' 1.2% 'L-1' 12.0' 1.7%

0.6% 12.0' 'B' 'L-1' 12.0' 1.2% 'L-1' 12.0' 1.7%

858.43 15.0' 3.2% 3.2% 15.0' 5.0' 1.5% 'E' 2.5' 857.97 'E' 10.5' 858.08 'E' 10.5' 858.19 'E' 2.5' 858.21 9.3' 3.0% 2.9% 9.3' EX: 858.49

5.0' 1.5% 857.95 1.0% 1.0% 1.5% 1.0% 1.0% 1.5% 858.21 1.5% 5.0' 1.8% 4.9'

MATCH TO EXS SIDEWALK

EX: 858.40

FUTURE SIDEWALK BY OTHERS

858.35 857.87 2.5' 'E' 857.90 10.5' 'E' 858.00 10.5' 'E' 858.11 2.5' 'E' 858.13

2.9% 10.1' 'L-1' 9.2' 3.0% 'L-1' 9.2' 3.3% 'L-1' 9.2' 3.5% 10.1' 3.1%

857.59 'C' 6.5' 0.5% 857.62 'C' 10.5' 0.8% 857.70 'C' 10.5' 0.8% 857.79 'C' 6.5' 0.5% 857.82

2.9% 10.1' 'L-1' 5.1' 2.9% 'L-1' 9.2' 3.3% 'L-1' 9.2' 3.6% 10.1' 3.1%

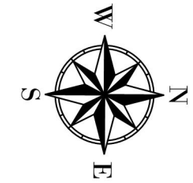
EXS B.O.C

857.30 0.5% 8.0' 'E' 'E' 0.5% 8.0' 857.40 0.5% 10.5' 857.45 0.5% 10.5' 857.50

EX: 857.25 EX: 857.35 STA = 27+79.72 EX: 857.39 EX: 857.45

AXLEWOOD DR. NORTH APPROACH

MAGNOLIA PKWY




SCALE 1"=10'

0 10'

NOTE: ALL GRADES ARE TO FG (GUTTER) UNLESS OTHERWISE NOTED.

CITY OWNED PARK

EARTHWORX CIVIL SOLUTIONS, L.L.C.

2920 McClain Drive
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50613

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# Edison Addition

Waterloo, Iowa

## Axlewood Dr. Approach Details

REVISIONS

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DATE: 4/8/2022
DRAWN BY: NCB
CHECKED: #
APPROVED: #
PROJECT NUMBER: 065
Drawing No.

B.05

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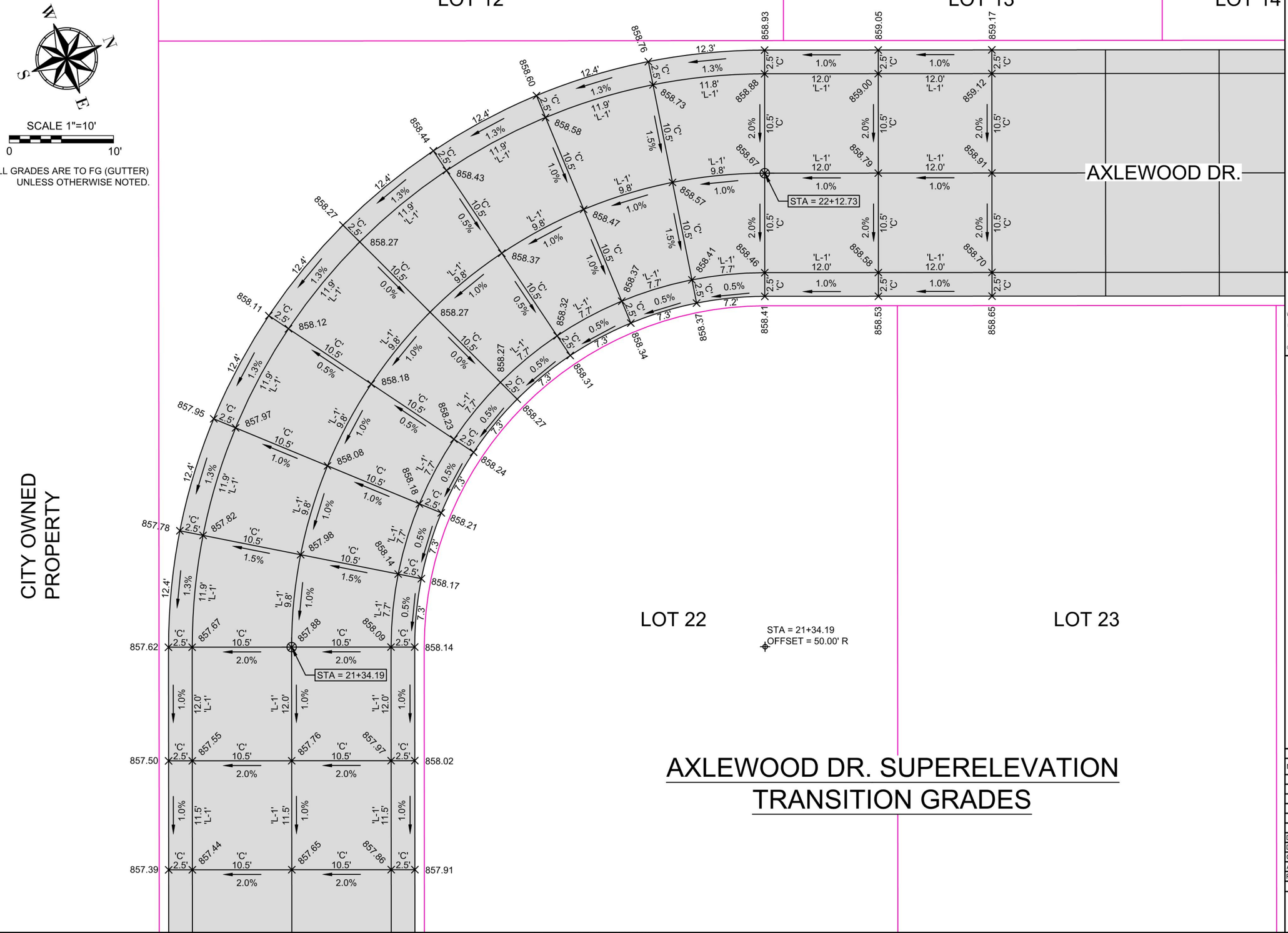


NOTE: ALL GRADES ARE TO FG (GUTTER) UNLESS OTHERWISE NOTED.

# AXLEWOOD DR. SUPERELEVATION TRANSITION GRADES

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Edison Addition
Waterloo, Iowa
Axlewood Dr. Superelevation Detail

| REVISIONS | | | |
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| DRAWN BY: | NCB |
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| APPROVED: | # |
| PROJECT NUMBER: | 065 |

Drawing No.

B.06

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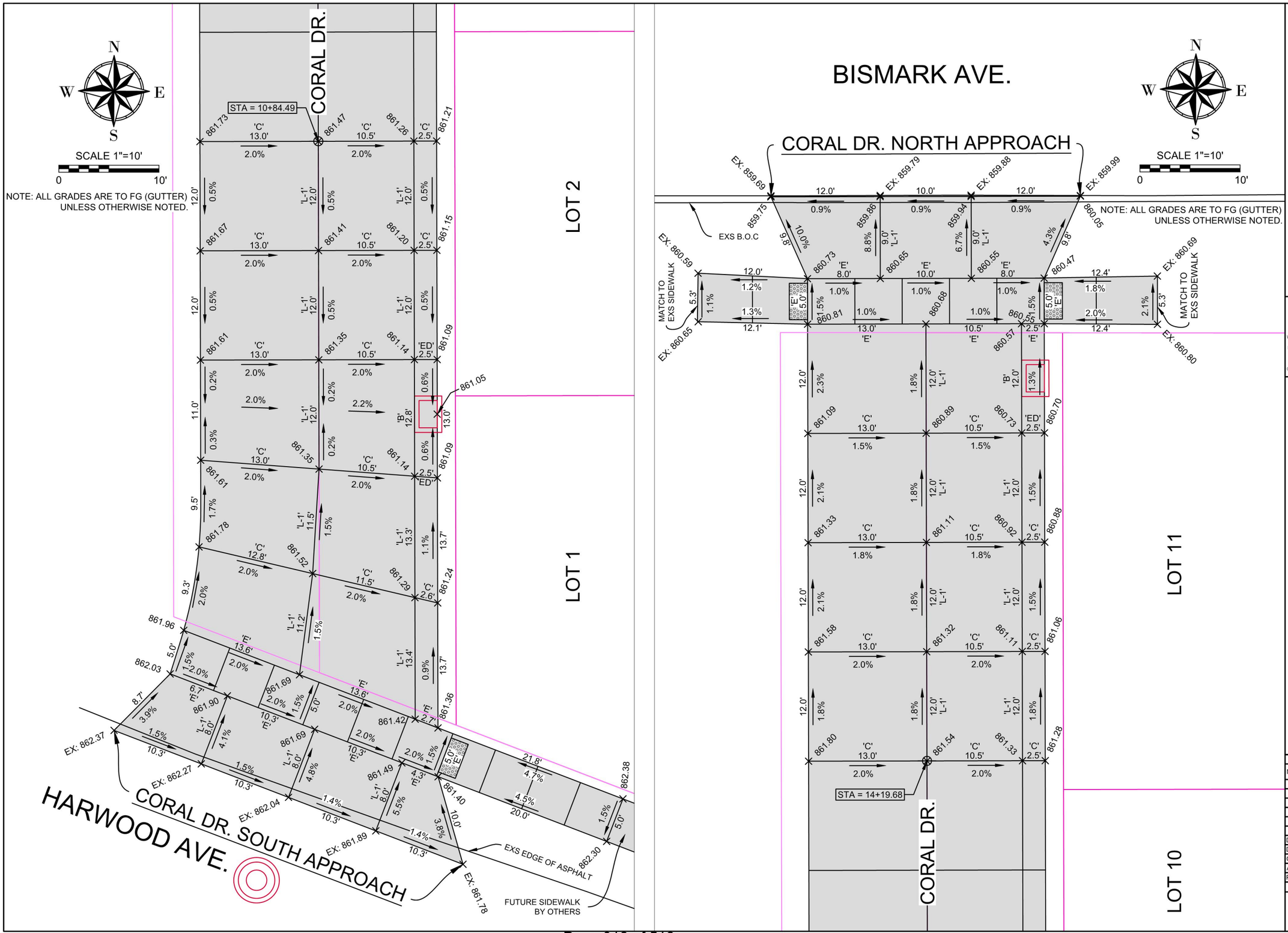


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# Edison Addition

Waterloo, Iowa

## Coral Dr. Approach Details

REVISIONS

| NO. | DATE | BY | REVISION |
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Drawing No.

B.07

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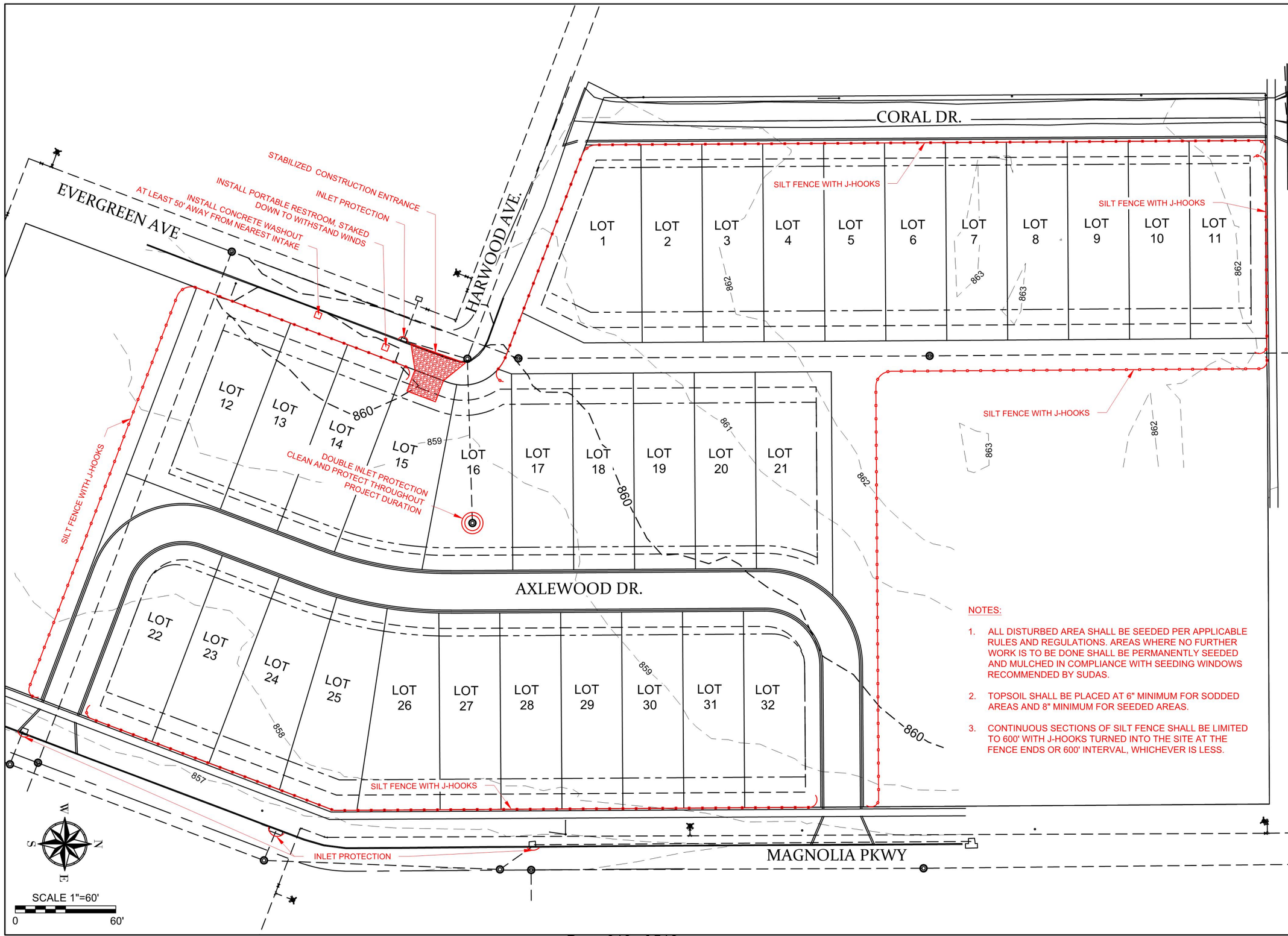


NOTES:

1. ALL DISTURBED AREA SHALL BE SEEDED PER APPLICABLE RULES AND REGULATIONS. AREAS WHERE NO FURTHER WORK IS TO BE DONE SHALL BE PERMANENTLY SEEDED AND MULCHED IN COMPLIANCE WITH SEEDING WINDOWS RECOMMENDED BY SUDAS.
2. TOPSOIL SHALL BE PLACED AT 6" MINIMUM FOR SODDED AREAS AND 8" MINIMUM FOR SEEDED AREAS.
3. CONTINUOUS SECTIONS OF SILT FENCE SHALL BE LIMITED TO 600' WITH J-HOOKS TURNED INTO THE SITE AT THE FENCE ENDS OR 600' INTERVAL, WHICHEVER IS LESS.

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# Edison Addition

Waterloo, Iowa

Pre-Grading SWPPP

REVISIONS

| NO. | DATE | BY | REVISION |
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| DRAWN BY: | NCB |
| CHECKED: | # |
| APPROVED: | # |
| PROJECT NUMBER: | 065 |

Drawing No.

B.08

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EVERGREEN AVE

HARWOOD AVE.

CORAL DR.

AXLEWOOD DR.

MAGNOLIA PKWY

STABILIZED CONSTRUCTION ENTRANCE

INLET PROTECTION

INSTALL PORTABLE RESTROOM, STAKED DOWN TO WITHSTAND WINDS

INSTALL CONCRETE WASHOUT AT LEAST 50' AWAY FROM NEAREST INTAKE

SILT FENCE WITH J-HOOKS

SILT FENCE OR COMPOST FILLED SOCK

DOUBLE INLET PROTECTION

CLEAN AND PROTECT THROUGHOUT PROJECT DURATION

PROPOSED STOCKPILE LOCATION

LOT 1 LOT 2 LOT 3 LOT 4 LOT 5 LOT 6 LOT 7 LOT 8 LOT 9 LOT 10 LOT 11

LOT 12 LOT 13 LOT 14 LOT 15 LOT 16 LOT 17 LOT 18 LOT 19 LOT 20 LOT 21

LOT 22 LOT 23 LOT 24 LOT 25 LOT 26 LOT 27 LOT 28 LOT 29 LOT 30 LOT 31 LOT 32

NOTES:

1. ALL DISTURBED AREA SHALL BE SEEDED PER APPLICABLE RULES AND REGULATIONS. AREAS WHERE NO FURTHER WORK IS TO BE DONE SHALL BE PERMANENTLY SEEDED AND MULCHED IN COMPLIANCE WITH SEEDING WINDOWS RECOMMENDED BY SUDAS.
2. TOPSOIL SHALL BE PLACED AT 6" MINIMUM FOR SODDED AREAS AND 8" MINIMUM FOR SEEDED AREAS.
3. CONTINUOUS SECTIONS OF SILT FENCE SHALL BE LIMITED TO 600' WITH J-HOOKS TURNED INTO THE SITE AT THE FENCE ENDS OR 600' INTERVAL, WHICHEVER IS LESS.

SCALE 1"=60'

0 60'

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# Edison Addition

Waterloo, Iowa

Post-Grading SWPPP

REVISIONS

| NO. | DATE | BY | REVISION |
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DATE: 4/8/2022
DRAWN BY: NCB
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PROJECT NUMBER: 065

Drawing No.

B.09

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| BASE BID PROJECT QUANTITIES | | | | |
|---|---|---|---|---|
| ITEM # | ITEM | UNIT | TOTAL | AS-BUILT |
| | **DIVISION 1 - GENERAL** | | | |
| 1.01 | MOBILIZATION | LS | 1 | |
| | **DIVISION 2 - EARTHWORK** | | | |
| 2.01 | EXCAVATION, CLASS 10, WASTE, ON-SITE STOCKPILE | CY | 457 | |
| 2.02 | TOPSOIL, STRIP AND STOCKPILE | CY | 1420 | |
| 2.03 | TOPSOIL, SPREAD | CY | 1420 | |
| 2.04 | SUBGRADE PREPARATION 12" | SY | 4167 | |
| 2.05 | SUBBASE, GRANULAR 6" | SY | 4167 | |
| | **DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION** | | | |
| | NOT USED | | | |
| | **DIVISION 4 - SEWERS AND DRAINS** | | | |
| 4.01 | STORM SEWER, TRENCHED, RCP, 15" | LF | 169 | |
| 4.02 | SUB DRAIN, PERFORATED, 6" | LF | 2330 | |
| 4.03 | SUB DRAIN, SUMP TAP, SOLID, 4" | LF | 348 | |
| 4.04 | SANITARY SEWER, TRENCHED, TRUSS PVC, 8" | LF | 251 | |
| 4.05 | SANITARY SEWER SERVICE, TRENCHED, PVC, 4" | LF | 918 | |
| | **DIVISION 5 - WATER MAINS AND APPURTENANCES** | | | |
| 5.01 | WATER MAIN, TRENCHED, CLASS 52 DIP, POLY WRAPPED, 8" | LF | 843 | |
| 5.02 | WATER MAIN, FITTINGS, MJ, REDUCER, 8" x 6" | EA | 2 | |
| 5.03 | WATER MAIN, FITTINGS, MJ, 22.5 DEGREE, 8" | EA | 1 | |
| 5.04 | WATER MAIN, VALVE, GATE, VALVE BOX, DIP, 8" | EA | 1 | |
| 5.05 | FIRE HYDRANT ASSEMBLY | EA | 1 | |
| 5.06 | WATER SERVICE, TRENCHED, COPPER, 1" | LF | 826 | |
| 5.07 | CONNECT TO EXISTING WATER MAIN | EA | 3 | |
| 5.08 | PRESSURE AND DISINFECTION TEST | LS | 2 | |
| | **DIVISION 5.2 - WATER MAINS AND APPURTENANCES BY WATERLOO WATER WORKS** | | | |
| 5.21 | WATER MAIN, TRENCHED, CLASS 52 DIP, POLY WRAPPED, 8" | LF | 132 | |
| 5.22 | WATER MAIN, DIRECTIONAL DRILLED, AWWA C900 CERTA-LOC, 8" | LF | 100 | |
| 5.23 | WATER MAIN, FITTINGS, MJ, REDUCER, 8" x 6" | EA | 1 | |
| 5.24 | WATER MAIN, FITTINGS, MJ, 11.25 DEGREE, 8" | EA | 2 | |
| 5.25 | WATER MAIN, FITTINGS, MJ, 45 DEGREE, 8" | EA | 2 | |
| 5.26 | WATER MAIN, VALVE, GATE, VALVE BOX, DIP, 8" | EA | 1 | |
| 5.27 | WATER SERVICE KILL AND RECONNECT TO NEW MAIN | EA | 3 | |
| 5.28 | CONNECT TO EXISTING WATER MAIN | EA | 1 | |
| 5.29 | PRESSURE AND DISINFECTION TEST | LS | 1 | |
| | **DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS** | | | |
| 6.01 | STORM MANHOLE, SW-401, 48" DIA | EA | 1 | |
| 6.02 | STORM MANHOLE RECTANGULAR, SW-406, 52" x 52" | EA | 1 | |
| 6.03 | STORM INTAKE, SW-501 | EA | 3 | |
| 6.04 | STORM INTAKE, SW-505 | EA | 2 | |
| 6.05 | SANITARY MANHOLE, SW-301, 48" DIA | EA | 2 | |
| 6.06 | SANITARY MANHOLE, SW-303, 48" DIA | EA | 1 | |
| | **DIVISION 7 - STREETS AND RELATED WORK** | | | |
| 7.01 | PAVEMENT, PCC, STD. OR SLIP FORM, CLASS C, 7" | SY | 3559 | |
| 7.02 | SIDEWALK PCC, 4" | SY | 59 | |
| 7.03 | SIDEWALK PCC, 6" | SY | 61 | |
| 7.04 | PAVEMENT, 4-1/2" HMA / 6" PCC, PATCH | SY | 284 | |
| | **DIVISION 8 - TRAFFIC CONTROL** | | | |
| 8.01 | TRAFFIC CONTROL | LS | 1 | |
| | **DIVISION 9 - SITEWORK AND LANDSCAPING** | | | |
| 9.01 | SILT FENCE, INSTALLATION | LF | 3280 | |
| 9.02 | SILT FENCE, REMOVAL | LF | 3280 | |
| 9.03 | INLET PROTECTION DEVICE | EA | 9 | |
| 9.04 | STABILIZED CONSTRUCTION ENTRANCE | EA | 1 | |
| 9.05 | CONVENTIONAL SEEDING, SEEDING, FERTILIZING AND MULCHING | AC | 1.2 | |
| | **DIVISION 10 - DEMOLITION** | | | |
| 10.01 | PAVEMENT REMOVAL | SY | 284 | |
| 10.02 | FENCE REMOVAL | LF | 770 | |
| | **DIVISION 11 - MISCELANEOUS** | | | |
| | NOT USED | | | |

| ESTIMATE REFERENCE INFORMATION | | |
|---|---|---|
| ITEM # | ITEM DESCRIPTION | ESTIMATE REFERENCE NOTES |
| 1.01 | MOBILIZATION | MOBILIZATION IS TO COVER COST OF MOVING EQUIPMENT TO AND FROM THE PROJECT SITE. BID ITEM TO INCLUDE ADDITIONAL SETUP AND REMOVAL OF EQUIPMENT WHEN EQUIPMENT IS REMOVED PRIOR TO COMPLETION OF WORK. PAYMENT FOR MOBILIZATION SHALL BE 50% OF UNIT PRICE WHEN EQUIPMENT IS INITIALLY SETUP AND 50% UPON FINAL REMOVAL OF EQUIPMENT FROM SITE AT COMPLETION OF WORK. |
| 2.01 | EXCAVATION, CLASS 10, WASTE, ON-SITE STOCKPILE | SEE SECTION 2010 IN IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS. NO PAYMENT FOR OVERHAUL WILL BE ALLOWED ON THIS PROJECT AND SHALL BE CONSIDERED INCIDENTAL TO THE ITEM OF EXCAVATION. IF ENCOUNTERED, UNSUITABLE MATERIAL SHALL BE EXCAVATED AND PAID UNDER THIS ITEM, WASTED AND REPLACED WITH SUITABLE CLASS 10. QUANTITIES FOR THIS ITEM BASED OFF FIELD SURVEY ON 03/17/2022, CURRENT CONDITIONS MAY DIFFER FROM SURVEY ELEVATIONS SHOWN. THIS ITEM CONSISTS OF A NET WASTE OF 457 CY. |
| 2.02 | TOPSOIL, STRIP AND STOCKPILE | SEE SECTION 2010 IN IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS. TOP SOIL SHALL BE STRIPED AND STOCKPILED IN DESIGNATED AREAS. QUANTITY WAS ESTIMATED BY A 6 INCH DEPTH STRIP OVER THE DISTURBED AREAS OF THE SITE. EXCESS MATERIAL SHALL BE STOCKPILED IN DESIGNATED AREA OR AS DIRECTED BY OWNER. QUANTITIES FOR THIS ITEM BASED OFF FIELD SURVEY ON 03/17/2022. CURRENT CONDITIONS MAY DIFFER FROM SURVEY ELEVATIONS SHOWN. |
| 2.03 | TOPSOIL, SPREAD | SEE SECTION 2010 IN IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS. TOP SOIL TO BE SPREAD FROM DESIGNATED TOPSOIL PILES OVER THE DISTURBED AREA AFTER COMPLETION OF FINAL GRADING AND UTILITY INSTALLATION. TOPSOIL TO BE PLACED AT A MINIMUM DEPTH OF 6 INCHES. |
| 2.04 | SUBGRADE PREPARATION 12" | SEE SECTION 2010 IN IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS. SEE TYPICAL CROSS-SECTION ON B.02 AND B.03. MINIMUM COMPACTION UNDER ALL PAVED STREETS IS 95% STANDARD PROCTOR A MINIMUM OF 1.0 FOOT BELOW THE BOTTOM OF THE SUBBASE IN CUT SECTIONS AND FROM 1.0 FOOT BELOW STRIPPED NATURAL GROUND TO THE BOTTOM OF THE SUBBASE IN FILL SECTIONS. |
| 2.05 | SUBBASE, GRANULAR 6" | SEE SECTION 2010 IN IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS. BASE WORK SHALL EXTEND 2 FEET BEYOND ALL CURB LINES. GRANULAR SUBBASE TO CONFORM TO IOWA DOT SPECIFICATIONS SECTION 4121. RECYCLED PCC MATERIAL SHALL NOT BE CONSIDERED AS A SUITABLE OR ALLOWED MATERIAL. CONTRACTOR SHALL NOT PERMIT THE USE OF THE GRANULAR SUBBASE TO DELIVER CONCRETE TO THE PAVER. |
| 4.01 | STORM SEWER, TRENCHED, RCP, 15" | REFER TO SECTION 4020 IN IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS . TYPE R2 BEDDING (3010.102) SHALL BE REQUIRED FOR ALL RCP GRAVITY MAINS AND SHALL BE CONSIDERED INCIDENTAL. UTILITY SPOILS SHALL REMAIN ON SITE. PIPE JOINTS SHALL BE GASKETED. CONNECTIONS TO EXISITNG STRUCTURES SHALL BE INCIDENTAL TO THIS LINE ITEM. |
| 4.02 | SUB DRAIN, PERFORATED, 6" | REFER TO B SHEETS FOR TYPICAL DETAILS OF INSTALLATION. SEE SUDAS SECTION 4040 PART 2.02 C (TYPE "S" CORRUGATED EXTERIOR AND SMOOTH INTERIOR). |
| 4.03 | SUB DRAIN, SUMP TAP, SOLID, 4" | REFER TO B SHEETS FOR TYPICAL DETAILS OF INSTALLATION. SEE SUDAS SECTION 4040 PART 2.02 C (TYPE "S" CORRUGATED EXTERIOR AND SMOOTH INTERIOR). |
| 4.04 | SANITARY SEWER, TRENCHED, TRUSS PVC, 8" | SEE SUDAS SECTION 4010 FOR SPECIFICATIONS. ALL GRAVITY MAIN SEWER MUST BE TRUSS TYPE PVC. SEE SHEET MSA.04 FOR SANITARY SEWER PIPE LOCATIONS. SANITARY SEWER PIPE BID ITEM TO INCLUDE INSTALLATION OF SANITARY SERVICE TEES. ALL SANITARY SERVICE TEES TO BE SIZED FOR 4" SERVICES. TYPE F3 BEDDING (3010.103) IS REQUIRED AND CONSIDERED INCIDENTAL TO THIS ITEM. UTILITY SPOILS SHALL REMAIN ON SITE. LOW PRESSURE AIR TEST SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. |
| 4.05 | SANITARY SEWER SERVICE, TRENCHED, PVC, 4" | SEE SUDAS SECTION 4010 FOR SPECIFICATIONS. SEE SHEET MSA.04 FOR SANITARY SEWER PIPE LOCATIONS. SANITARY SEWER PIPE BID ITEM TO INCLUDE INSTALLATION OF SANITARY SERVICE TEES. ALL SANITARY SERVICE TEES TO BE SIZED FOR 4" SERVICES. SIDEWALK PATCHES SHALL BE INCIDENTAL. |
| 5.01 | WATER MAIN, TRENCHED, CLASS 52 DIP, POLY WRAPPED, 8" | ALL WATER MAIN SHALL HAVE A RECOMMENDED COVER DEPTH OF 6.0'. MATERIAL AND CONSTRUCTION TO BE IN ACCORDANCE WITH THE "STANDARDS OF THE CITY OF WATERLOO WATER WORKS DEPARTMENT" ON FILE WITH DEPARTMENT OF NATURAL RESOURCES. THE "IOWA STANDARDS FOR WATER SUPPLY DISTRIBUTION SYSTEMS" AND THE "TEN STATE STANDARDS". WATER MAIN AND WATER SERVICE MATERIAL SHALL BE CLASS 52 D.I.P. THE CONTRACTOR SHALL VERIFY THESE REQUIREMENTS PRIOR TO BIDDING ON THIS PROJECT. IF THE STANDARDS CONFLICT, THE CONTRACTOR SHALL ABIDE BY THE MORE STRINGENT STANDARD. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WATER MAIN SHUT DOWNS WITH ANY AFFECTED CUSTOMERS TO MINIMIZE SERVICE DISRUPTION. SHUT DOWNS MAY HAVE TO BE COMPLETED DURING NON-TRADITIONAL HOURS DEPENDING ON THE NEEDS OF THE AFFECTED CUSTOMERS. NO ADDITIONAL COMPENSATION WILL BE PROVIDED TO THE CONTRACTOR FOR THIS WORK. ALL DUCTILE WATER MAIN TO BE WRAPPED IN POLYETHYLENE PROTECTIVE WRAP IN ACCORDANCE WITH AWWA C105. WRAP TO BE BLUE HIGH DENSITY CROSS LINKED, 8 MIL IN THICKNESS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING MATERIAL CERTIFICATION SHEETS TO VERIFY MATERIAL COMPLIANCE WITH STANDARDS. UTILITY SPOILS SHALL REMAIN ON SITE. NITRILE GASKETS SHALL BE USED AT ALL JOINTS. INSTALLATION OF TRACER WIRE AND GROUNDING RODS SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. SIDEWALK PATCHES SHALL BE INCIDENTAL. |
| 5.02 | WATER MAIN, FITTINGS, MJ, REDUCER, 8" x 6" | |
| 5.03 | WATER MAIN, FITTINGS, MJ, 22.5 DEGREE, 8" | |
| 5.04 | WATER MAIN, VALVE, GATE, VALVE BOX, DIP, 8" | |

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# Edison Addition
Waterloo, Iowa

## Quantities and Estimate Reference

REVISIONS

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| 5.05 | FIRE HYDRANT ASSEMBLY | REFER TO SUDAS SECTION 5020 OF SUDAS. REFER TO THE CURRENT STANDARD SPECFICATIONS FOR THE CITY OF WATERLOO WATER WORKS DEPARTMENT. FIRE HYDRANT ASSEMBLY INCLUDES, BUT IS NOT LIMITED TO, FITTINGS, HYDRANT VALVE, 3 LB. MAGNESIUM ANODES AND OTHERS AS REQUIRED BY STANDARD AND SUPPLEMENTAL SPECIFICATIONS. ANODES SHALL BE INSTALLED AT ALL HYDRANTS. SEE MWM SHEETS FOR LOCATIONS. PLACE HYDRANT LEAD VALVES NEAR HYDRANT TEE. HYDRANT TEES SHOULD BE MJ X SW WITH MJ GATE VALVES DIRECTLY ATTACHED TO THE BRANCH SIDE OF THE TEE. EACH FIRE HYDRANT ASSEMBLY SHALL HAVE 6.5' OF SPACING BETWEEN THE HYDRANT TEE CENTER AND THE HYDRANT BARREL CENTER. |
| 5.06 | WATER SERVICE, TRENCHED, COPPER, 1" | ALL WATER MAIN SHALL HAVE A RECOMMENDED COVER DEPTH OF 6.0'. MATERIAL AND CONSTRUCTION TO BE IN ACCORDANCE WITH THE "STANDARDS OF THE CITY OF WATERLOO WATER WORKS DEPARTMENT" ON FILE WITH DEPARTMENT OF NATURAL RESOURCES. THE "IOWA STANDARDS FOR WATER SUPPLY DISTRIBUTION SYSTEMS" AND THE "TEN STATE STANDARDS". REFER TO MWM SHEETS FOR LOCATIONS AND B SHEETS FOR ADDITIONAL DETAILS. COORDINATE ALL CONNECTIONS TO EXISTING FACILITIES WITH THE CITY OF WATERLOO AND WATERLOO WATER WORKS. PROPERTY PIN LOCATIONS SHALL BE MARKED WITH LATH OR AN APPROVED EQUAL PRIOR TO PLACING THIS ITEM. THIS ITEM SHALL INCLUDE, BUT IS NOT LIMITED TO, TRENCH EXCAVATION, DEWATERING, FURNISHING BEDDING MATERIAL, INSTALLATION OF TRACER WIRE SYSTEM FOR NON-METALLIC SERVICE PIPE, PLACING BEDDING AND BACKFILL MATERIAL, WATER SERVICE CORPORATION FOR EACH SERVICE, AND WATER SERVICE CURB STOP AND BOX FOR EACH INDIVIDUAL SERVICE. REFER TO SUDAS SECTION 5010, 1.08, E FOR METHOD OF MEASUREMENT AND BASIS OF PAYMENT. SIDEWALK PATCHES SHALL BE INCIDENTAL. |
| 5.07 | CONNECT TO EXISTING WATER MAIN | WATER MAIN CONNECTION ITEM TO INCLUDE ALL LABOR AND MATERIALS REQUIRED TO PROPERLY CONNECT PROPOSED WATER MAIN TO EXISTING WATER MAIN. CONTRACTOR TO VERIFY THE SIZE, MATERIAL, DEPTH, CONDITION AND OTHER REQUIRED INFORMATION OF EXISTING WATER MAIN PRIOR TO CONNECTION, CONSTRUCTION OR ORDERING MATERIALS. |
| 5.08 | PRESSURE AND DISINFECTION TEST | ALL WATER MAIN PRESSURE TESTING AND DISINFECTION TO BE CONDUCTED IN ACCORDANCE WITH THE, CURRENT STANDARDS OF THE CITY OF WATERLOO WATER WORKS DEPARTMENT. IOWA DEPARTMENT OF NATURAL RESOURCES AND SUDAS SPECIFICATIONS. |
| 5.21 | WATER MAIN, TRENCHED, CLASS 52 DIP, POLY WRAPPED, 8" | ALL WATER MAIN SHALL HAVE A RECOMMENDED COVER DEPTH OF 6.0'. MATERIAL AND CONSTRUCTION TO BE IN ACCORDANCE WITH THE "STANDARDS OF THE CITY OF WATERLOO WATER WORKS DEPARTMENT" ON FILE WITH DEPARTMENT OF NATURAL RESOURCES. THE "IOWA STANDARDS FOR WATER SUPPLY DISTRIBUTION SYSTEMS" AND THE "TEN STATE STANDARDS". WATER MAIN AND WATER SERVICE MATERIAL SHALL BE CLASS 52 D.I.P. THE CONTRACTOR SHALL VERIFY THESE REQUIREMENTS PRIOR TO BIDDING ON THIS PROJECT. IF THE STANDARDS CONFLICT, THE CONTRACTOR SHALL ABIDE BY THE MORE STRINGENT STANDARD. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WATER MAIN SHUT DOWNS WITH ANY AFFECTED CUSTOMERS TO MINIMIZE SERVICE DISRUPTION. SHUT DOWNS MAY HAVE TO BE COMPLETED DURING NON-TRADITIONAL HOURS DEPENDING ON THE NEEDS OF THE AFFECTED CUSTOMERS. NO ADDITIONAL COMPENSATION WILL BE PROVIDED TO THE CONTRACTOR FOR THIS WORK. ALL DUCTILE WATER MAIN TO BE WRAPPED IN POLYETHYLENE PROTECTIVE WRAP IN ACCORDANCE WITH AWWA C105. WRAP TO BE BLUE HIGH DENSITY CROSS LINKED, 8 MIL IN THICKNESS. CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING MATERIAL CERTIFICATION SHEETS TO VERIFY MATERIAL COMPLIANCE WITH STANDARDS. UTILITY SPOILS SHALL REMAIN ON SITE. NITRILE GASKETS SHALL BE USED AT ALL JOINTS. INSTALLATION OF TRACER WIRE AND GROUNDING RODS SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. SIDEWALK PATCHES SHALL BE INCIDENTAL. |
| 5.22 | WATER MAIN, DIRECTIONAL DRILLED, AWWA C900 CERTA-LOC, 8" | |
| 5.23 | WATER MAIN, FITTINGS, MJ, REDUCER, 8" x 6" | |
| 5.24 | WATER MAIN, FITTINGS, MJ, 11.25 DEGREE, 8" | |
| 5.25 | WATER MAIN, FITTINGS, MJ, 45 DEGREE, 8" | |
| 5.26 | WATER MAIN, VALVE, GATE, VALVE BOX, DIP, 8" | |
| 5.27 | WATER SERVICE KILL AND RECONNECT TO NEW MAIN | KILL EXISITING SERVICES IN ACCORDANCE WITH WATERLOO WATER WORKS STANDARDS. ALL WATER MAIN SHALL HAVE A RECOMMENDED COVER DEPTH OF 6.0'. MATERIAL AND CONSTRUCTION TO BE IN ACCORDANCE WITH THE "STANDARDS OF THE CITY OF WATERLOO WATER WORKS DEPARTMENT" ON FILE WITH DEPARTMENT OF NATURAL RESOURCES. THE "IOWA STANDARDS FOR WATER SUPPLY DISTRIBUTION SYSTEMS" AND THE "TEN STATE STANDARDS". REFER TO MWM SHEETS FOR LOCATIONS AND B SHEETS FOR ADDITIONAL DETAILS. COORDINATE ALL CONNECTIONS TO EXISTING FACILITIES WITH THE CITY OF WATERLOO AND WATERLOO WATER WORKS. PROPERTY PIN LOCATIONS SHALL BE MARKED WITH LATH OR AN APPROVED EQUAL PRIOR TO PLACING THIS ITEM. THIS ITEM SHALL INCLUDE, BUT IS NOT LIMITED TO, TRENCH EXCAVATION, DEWATERING, FURNISHING BEDDING MATERIAL, INSTALLATION OF TRACER WIRE SYSTEM FOR NON-METALLIC SERVICE PIPE, PLACING BEDDING AND BACKFILL MATERIAL, WATER SERVICE CORPORATION FOR EACH SERVICE, AND WATER SERVICE CURB STOP AND BOX FOR EACH INDIVIDUAL SERVICE. REFER TO SUDAS SECTION 5010, 1.08, E FOR METHOD OF MEASUREMENT AND BASIS OF PAYMENT. SIDEWALK PATCHES SHALL BE INCIDENTAL. |
| 5.28 | CONNECT TO EXISTING WATER MAIN | WATER MAIN CONNECTION ITEM TO INCLUDE ALL LABOR AND MATERIALS REQUIRED TO PROPERLY CONNECT PROPOSED WATER MAIN TO EXISTING WATER MAIN. CONTRACTOR TO VERIFY THE SIZE, MATERIAL, DEPTH, CONDITION AND OTHER REQUIRED INFORMATION OF EXISTING WATER MAIN PRIOR TO CONNECTION, CONSTRUCTION OR ORDERING MATERIALS. |
| 5.29 | PRESSURE AND DISINFECTION TEST | ALL WATER MAIN PRESSURE TESTING AND DISINFECTION TO BE CONDUCTED IN ACCORDANCE WITH THE, CURRENT STANDARDS OF THE CITY OF WATERLOO WATER WORKS DEPARTMENT. IOWA DEPARTMENT OF NATURAL RESOURCES AND SUDAS SPECIFICATIONS. |

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| 6.01 | STORM MANHOLE, SW-401, 48" DIA | SEE DETAILS IN SUDAS SECTION 6010. BOXOUTS SHALL BE INCIDENTAL TO THIS ITEM. CASTING TO BE CITY OF WATERLOO COVER, EAST JORDAN 1040A OR EQUAL. |
| 6.02 | STORM MANHOLE RECTANGULAR, SW-406, 52" x 52" | |
| 6.03 | STORM INTAKE, SW-501 | SEE M SHEETS FOR INVERT AND RIM ELEVATIONS AND INTAKE LOCATION. REFER TO SUDAS SECTION 6010 FOR SPECIFICATIONS. ALL INTAKE/UTILITY ACCESS TOPS AND STORM SEWER THROATS SHALL BE CAST IN PLACE. IF PRECAST ITEMS ARE TO BE USED THE CONTRACTOR SHALL FIELD MEASURE AFTER CURB AND GUTTER HAS BEEN PLACED ON SITE TO ENSURE THAT STRUCTURE MATCHES IN WITH PROPOSED GRADES. ALL MODIFIED OR CUSTOM STRUCTURES ARE TO MEET THE RQUIREMENTS FOR HS-20 LOADING. |
| 6.04 | STORM INTAKE, SW-505 | |
| 6.05 | SANITARY MANHOLE, SW-301, 48" DIA | SEE DETAILS IN SUDAS SECTION 6010. BOXOUTS SHALL BE INCIDENTAL TO THIS ITEM. CASTING TO BE CITY OF WATERLOO COVER, EAST JORDAN 1040AGS OR EQUAL. |
| 6.06 | SANITARY MANHOLE, SW-303, 48" DIA | |
| 7.01 | PAVEMENT, PCC, STD. OR SLIP FORM, CLASS C, 7" | SEE SECTION 7010 IN IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS. SEE SHEET B.02 AND B.03 FOR TYPICAL PAVING SECTION. SEE SHEETS D.01 TO D.03 FOR LOCATIONS. BOX OUTS, INSERTS AND AREAS OF IRREGULAR PAVING ARE CONSIDERED INCIDENTAL TO PAVING. REFER TO IOWA SUDAS SECTION 7010 § 1.08 FOR METHOD OF MEASUREMENT AND PAYMENT. CONCRETE WASHOUT SHALL BE AT LOCATIONS AUTHORIZED BY ENGINEER. TESTING SHALL BE AS PER IOWA SUDAS SECTION 7010 § 3.08. CLASS 3 DURABILITY FOR PCC AGGREGATE SHALL BE USED. JOINTS SHALL BE DOWELED CONTRACTION WHERE APPROPRIATE. ALL JOINTS SHALL BE CLEANED AND SEALED. CONTRACTOR SHALL NOT PERMIT THE USE OF THE GRANULAR SUBBASE TO DELIVER CONCRETE TO THE PAVER. |
| 7.02 | SIDEWALK PCC, 4" | THESE BID ITEMS SHALL BE CONSTRUCTED AS CLASS C PORTLAND CEMENT CONCRETE PAVEMENT SIDEWALK ACCORDING TO THE CITY OF WATERLOO AND IOWA SUDAS SECTION 7030. REFER TO B SHEETS FOR TYPICAL SECTION AND DETAILS AND REFER TO D SHEETS FOR LOCATIONS. REFER TO IOWA SUDAS SECTION 7030 § 1.08 FOR METHOD OF MEASUREMENT AND PAYMENT. CLASS 3 DURABILITY FOR PCC AGGREGATE SHALL BE USED. |
| 7.03 | SIDEWALK PCC, 6" | |
| 7.04 | PAVEMENT, 4-1/2" HMA / 6" PCC, PATCH | PAVEMENT TO BE PATCHED IN ACCORDANCE WITH THE CITY OF WATERLOO. REFER TO C AND M SHEETS FOR PATCH LOCATIONS AND AREAS. REPLACEMENT OF CURB AND GUTTER FOR THIS PATCH IS TO BE CONSIDERED INCIDENTAL TO THE ITEM. |
| 8.01 | TRAFFIC CONTROL | ALL TRAFFIC CONTROL TO COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). CONTRACTOR MUST KEEP ROADS OPEN TO ALL FOR ACCESS TO EXISTING RESIDENCES. ROAD CLOSURE BARICADES WILL BE REQUIRED AT ALL EXISITING ROAD TIE-INS DURING CONSTRUCTION. |
| 9.01 | SILT FENCE, INSTALLATION | REFER TO SUDAS SECTION 9040 PART 2.13 AND 3.18. REFER TO SUDAS FIGURE 9040.119 FOR SILT FENCE INSTALLATION. EROSION CONTROL SHALL BE LOCATED AT THE BOUNDARY OF GRADING AS SPECIFIED IN THE PLAN SET AND AS DIRECTED BY THE ENGINEER. REFER TO 9040, 1.08, N, 1 FOR METHOD OF MEASUREMENT AND BASIS OF PAYMENT. |
| 9.02 | SILT FENCE, REMOVAL | REFER TO SUDAS SECTION 9040 PART 3.18, C. REFER TO SUDAS SECTION 9040, 1.08, N, 3 FOR METHOD OF MEASUREMENT AND BASIS OF PAYMENT. |
| 9.03 | INLET PROTECTION DEVICE | REFER TO SUDAS SECTION 9040 PARTS 2.18 AND 3.24. REFER TO SUDAS SECTION 9040, 1.08, T, 1 FOR METHOD OF MEASUREMENT AND BASIS OF PAYMENT. |
| 9.04 | STABILIZED CONSTRUCTION ENTRANCE | REFER TO SUDAS SECTION 9040 PARTS 2.14 AND 3.19. REFER TO SUDAS SECTION 9040, 1.08, O, 2. MEASUREMENT FOR THIS ITEM SHALL BE IN TONS. GEOTEXTILE FABRIC UNDER THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE INCIDENTAL TO THE ITEM PER TON PAYMENT COST. |
| 9.05 | CONVENTIONAL SEEDING, SEEDING, FERTILIZING AND MULCHING | SEE SECTION 9010 IN IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS. QUANTITY COVERS DISTURBED AREAS OF THE EDISON DEVELOPMENT. CONTRACTOR TO SEED AND FERTILIZE ALL DISTURBED AREAS IN ACCORDANCE WITH IOWA DOT SEEDING DATES. |
| 10.01 | PAVEMENT REMOVAL | REFER TO IOWA SUDAS DIVISION 7. THIS ITEM INCLUDES BREAKING UP AND REMOVING EXISTING PAVEMENT, CURB AND GUTTER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE ALTERNATE WASTE AREAS OR DISPOSAL SITES FOR EXCESS MATERIAL WHICH IS NOT DESIRABLE TO BE INCORPORATED INTO THE PROJECT. NO PAYMENT FOR OVERHAUL SHALL BE MADE FOR MATERIALS HAULED TO THESE SITES. ANY DAMAGE TO THE EXISTING PAVEMENT BEYOND THE REMOVAL LIMITS SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE. FULL DEPTH SAWING FOR REMOVAL SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. REMOVAL AND DISPOSAL OF ANY CURB & GUTTER SHALL BE INCLUDED WITH THIS ITEM. |
| 10.02 | FENCE REMOVAL | ITEM TO INCLUDE THE REMOVAL AND DISPOSAL OF ALL FENCE MATERIALS, DISPOSAL COSTS SHALL BE INCIDENTAL TO THIS ITEM. |

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# Edison Addition

Waterloo, Iowa

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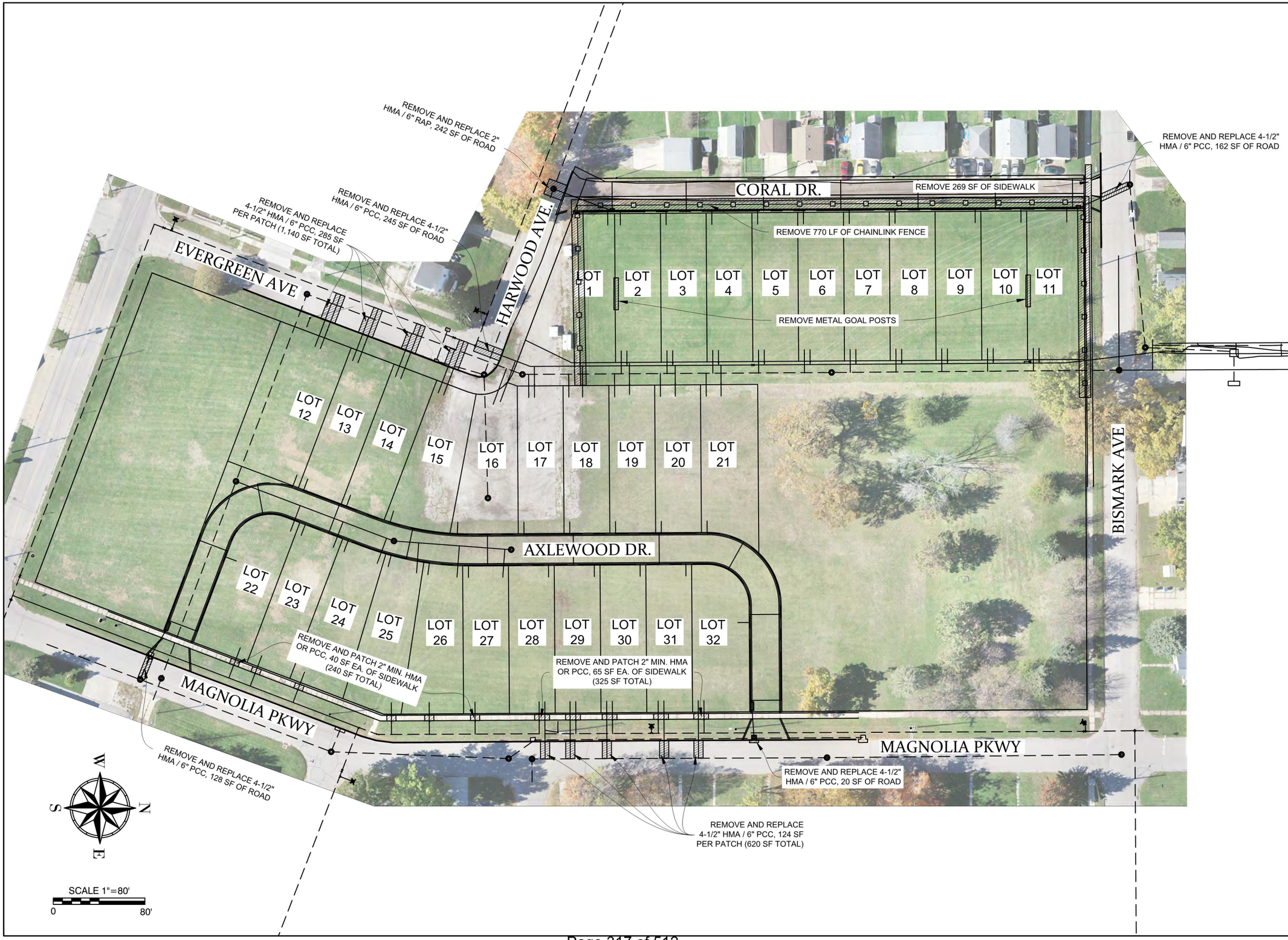


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# Edison Addition

Waterloo, Iowa

## Existing Site and Removals

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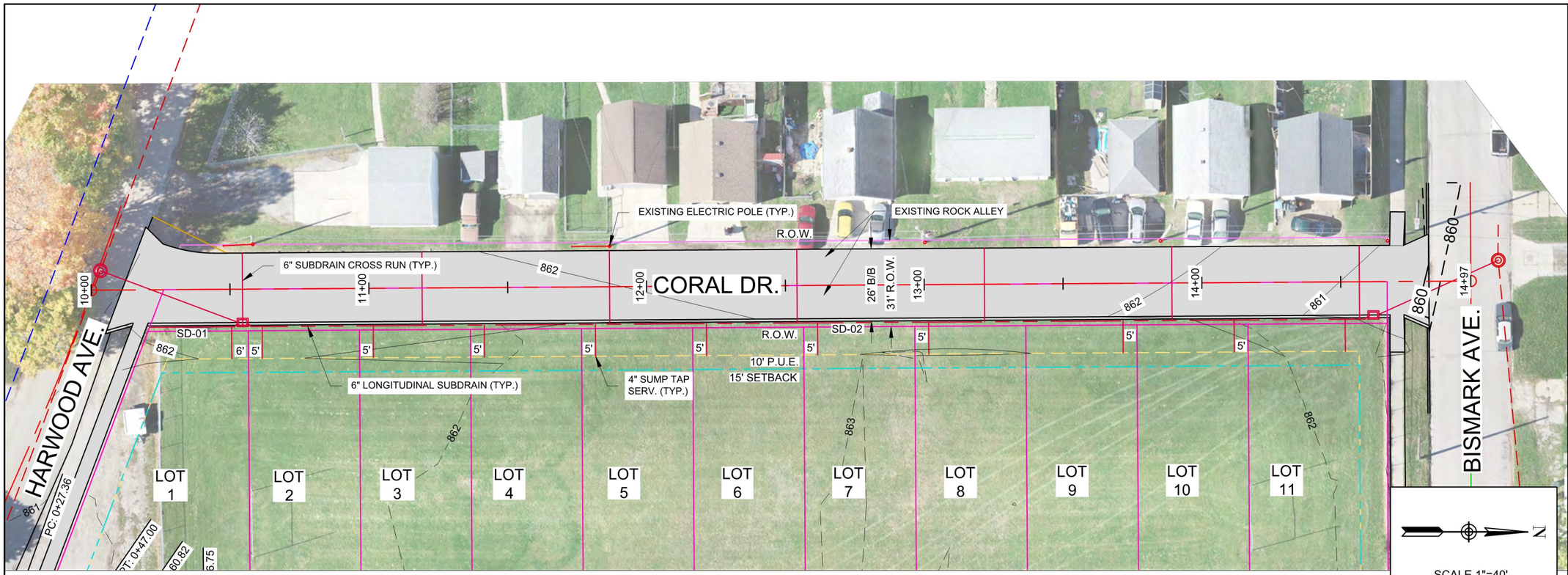


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Coral Dr. Grading Plan & Profile

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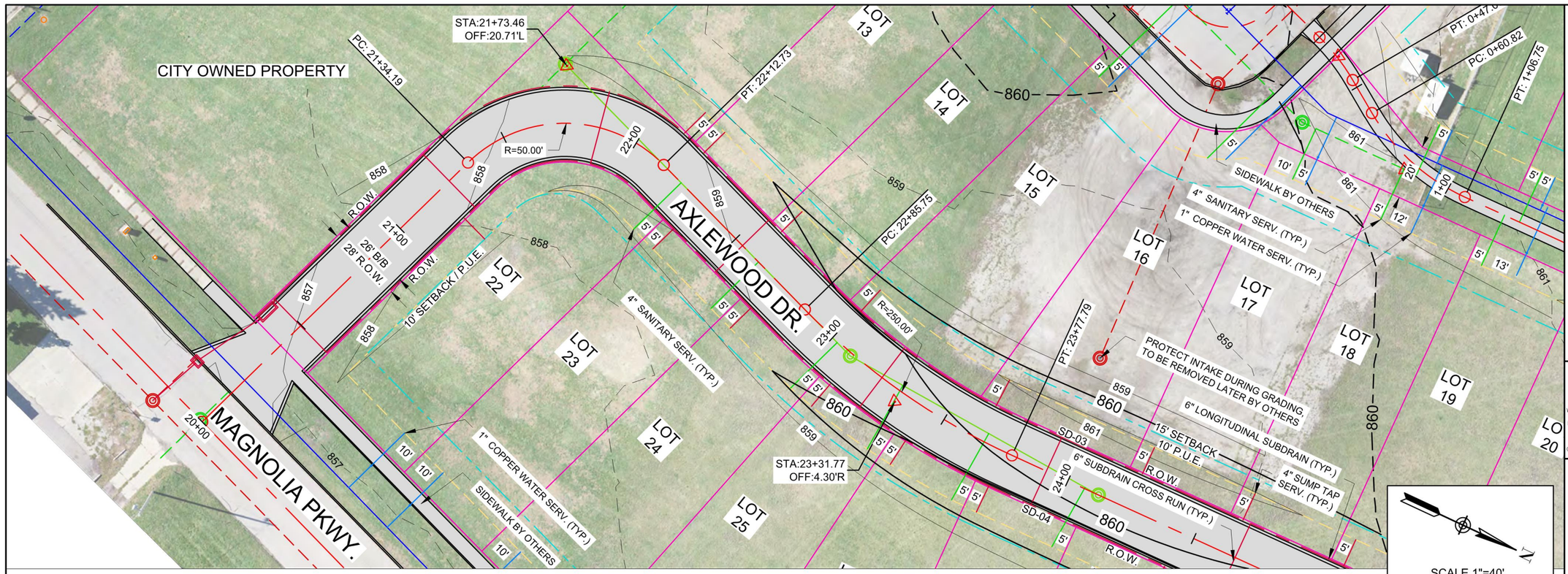


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Axlewood Dr. Grading Plan & Profile

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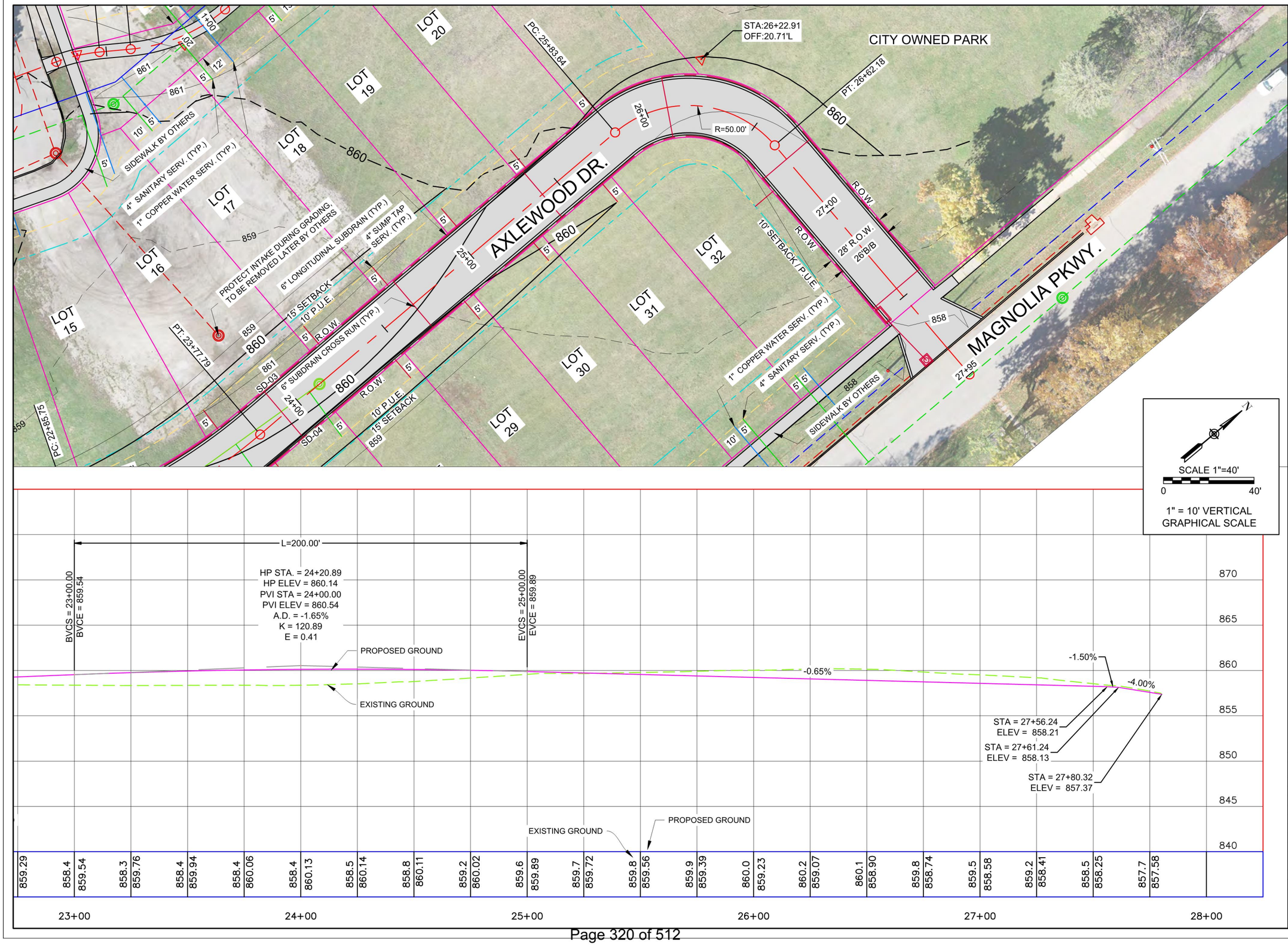


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Axlewood Dr. Grading Plan & Profile

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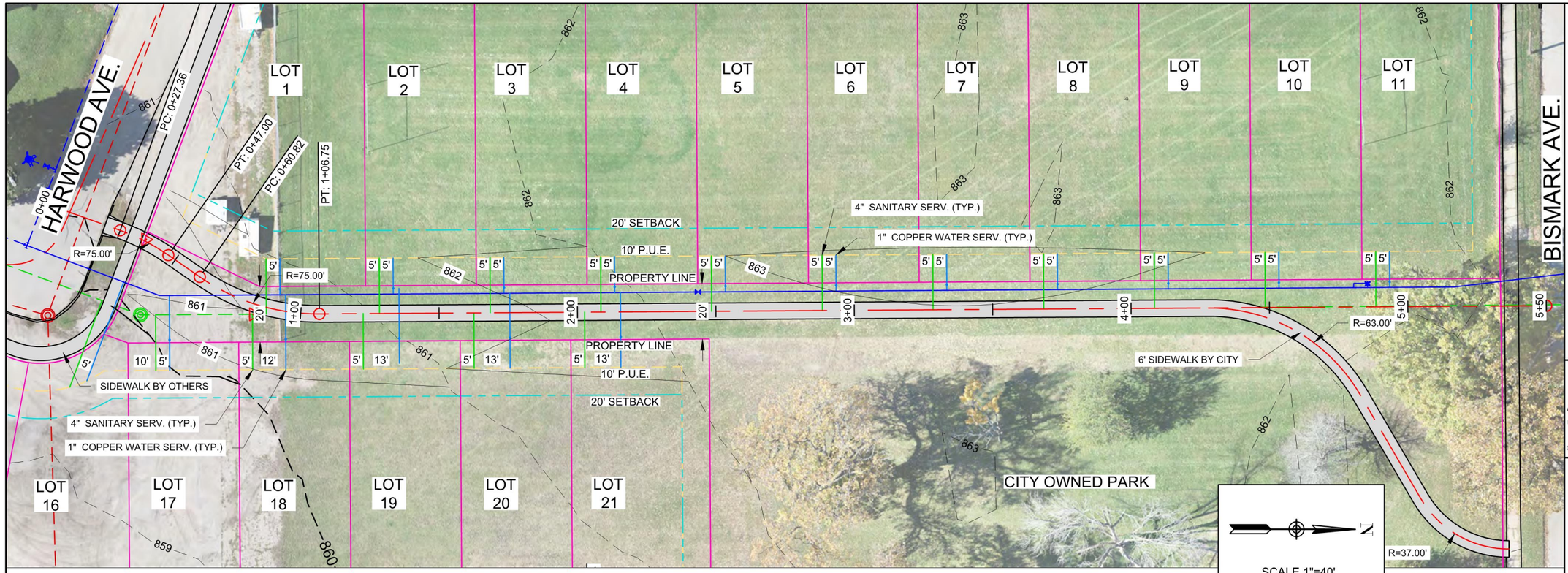


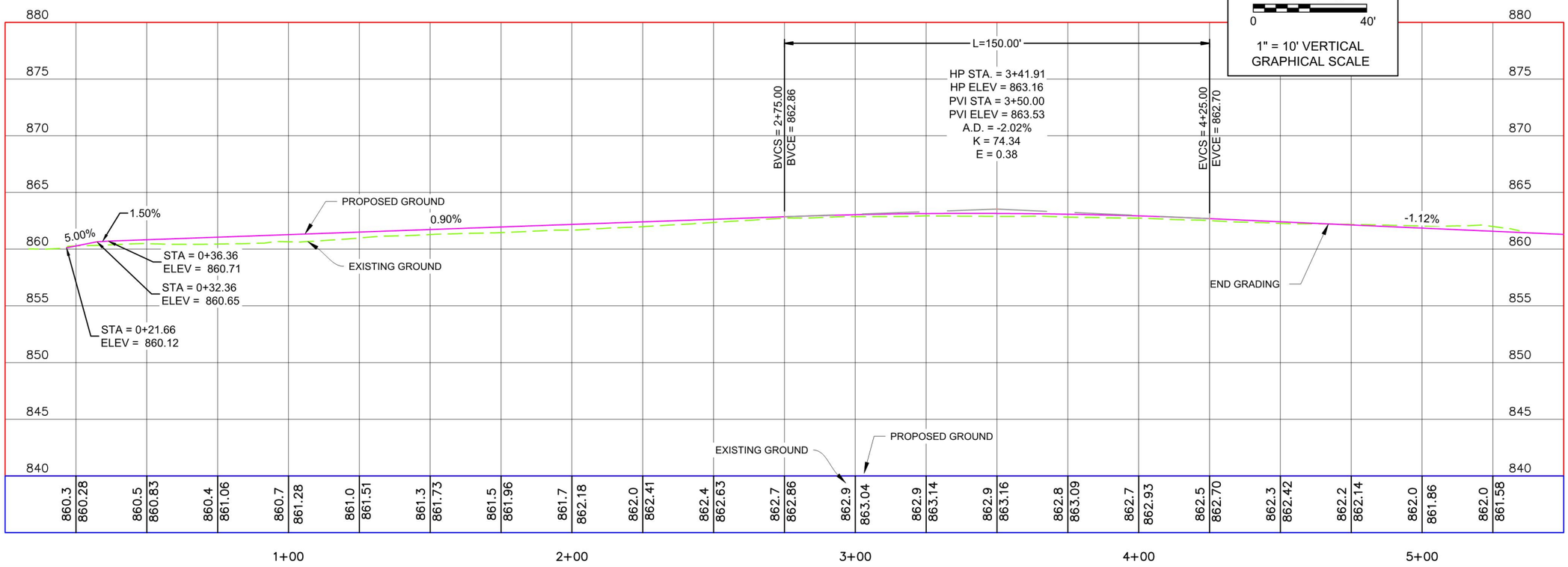


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Trail Plan & Profile

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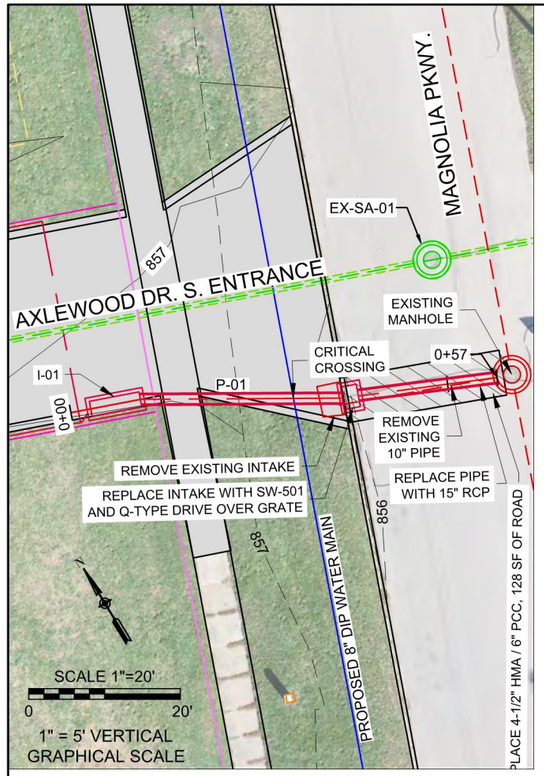


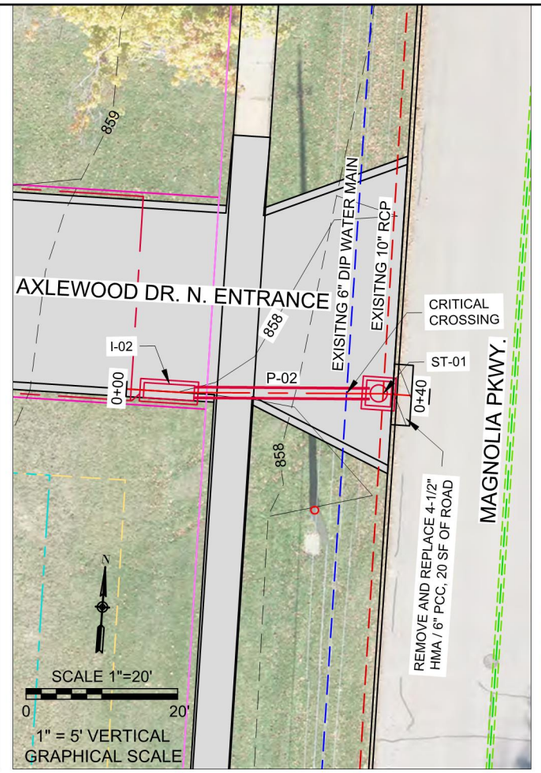


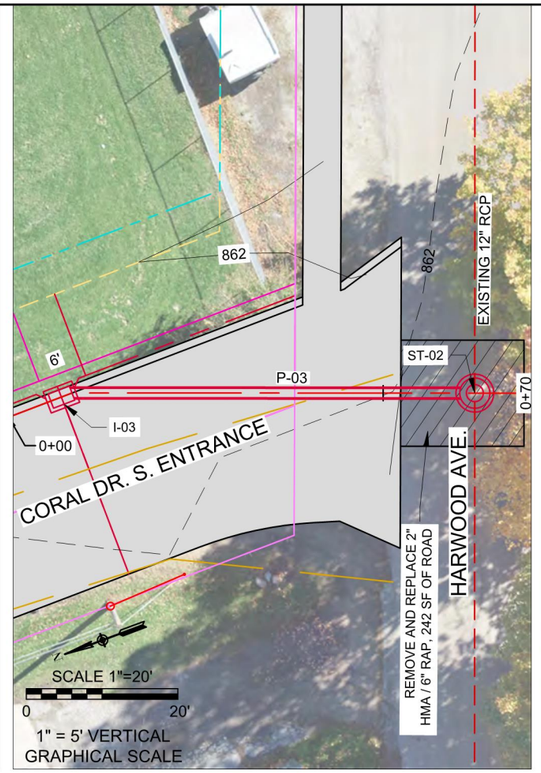


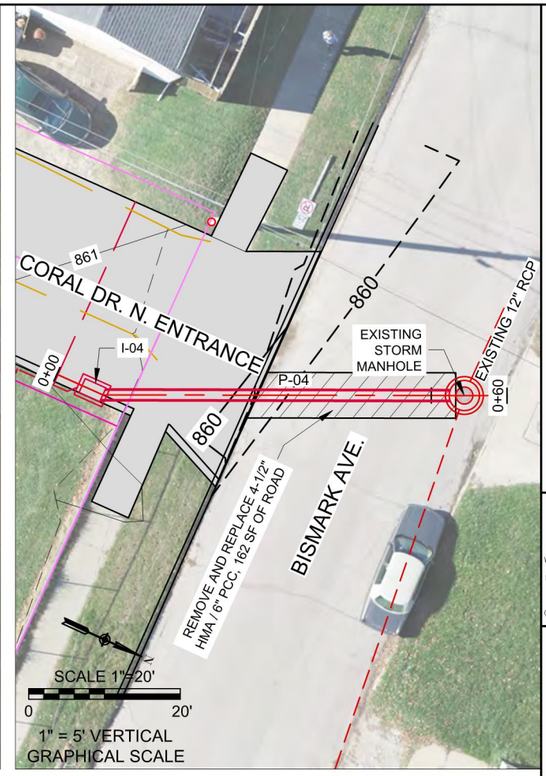


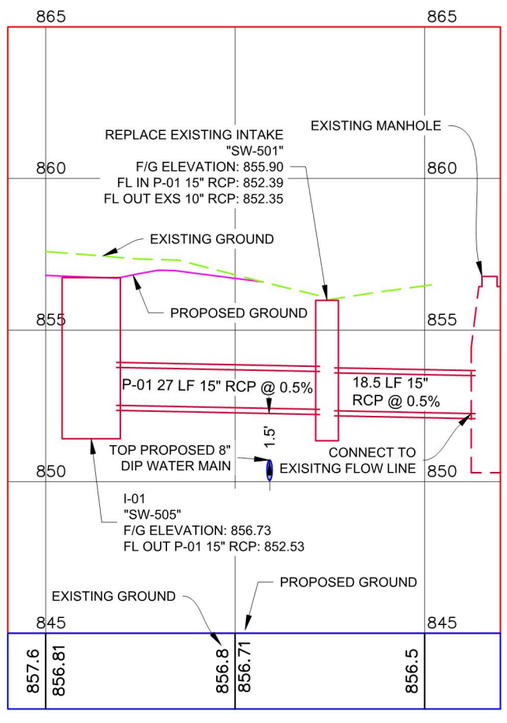


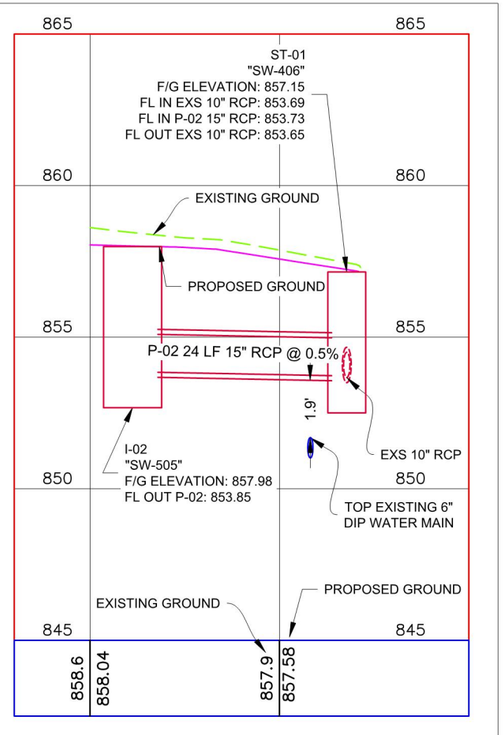


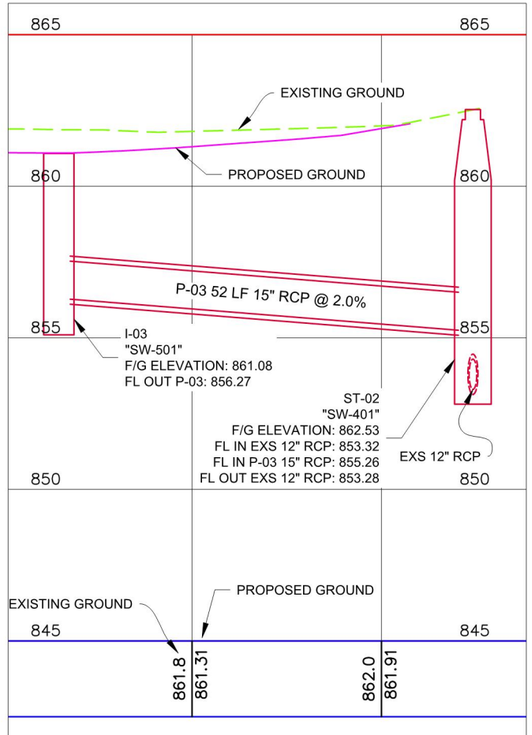


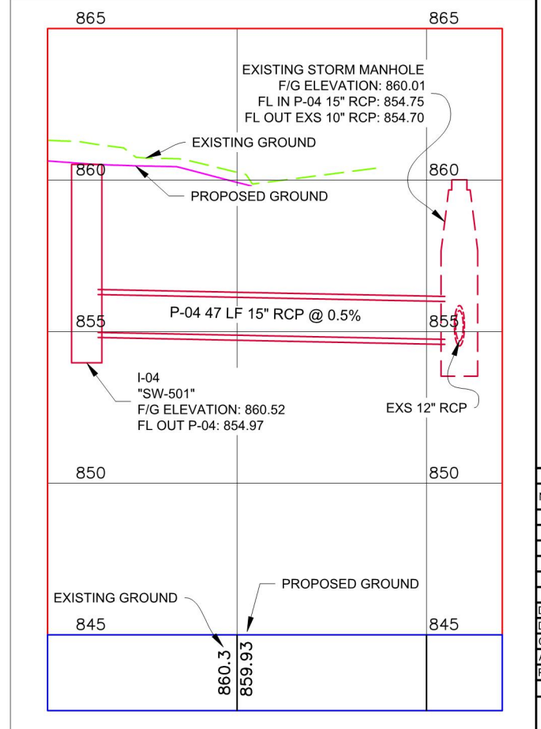


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# Edison Addition

Waterloo, Iowa

Storm Sewer Plan & Profile

REVISIONS

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| PROJECT NUMBER: | 065 |

Drawing No.

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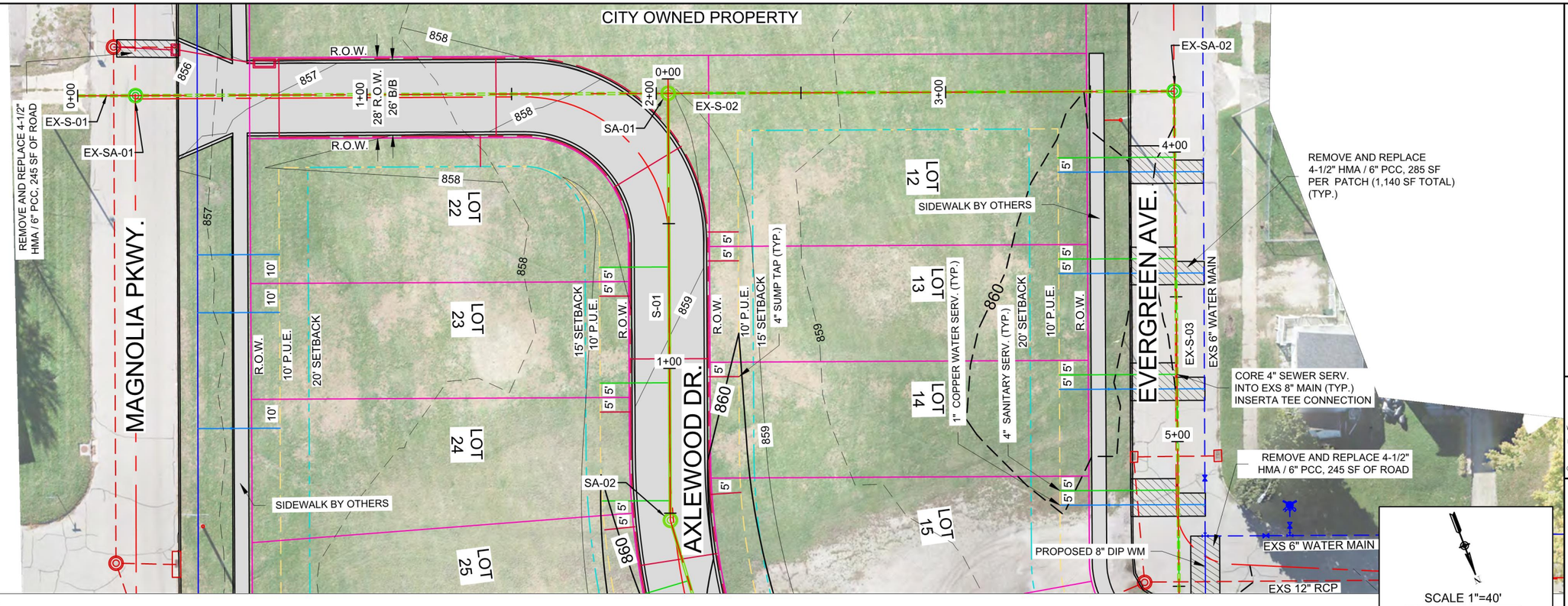


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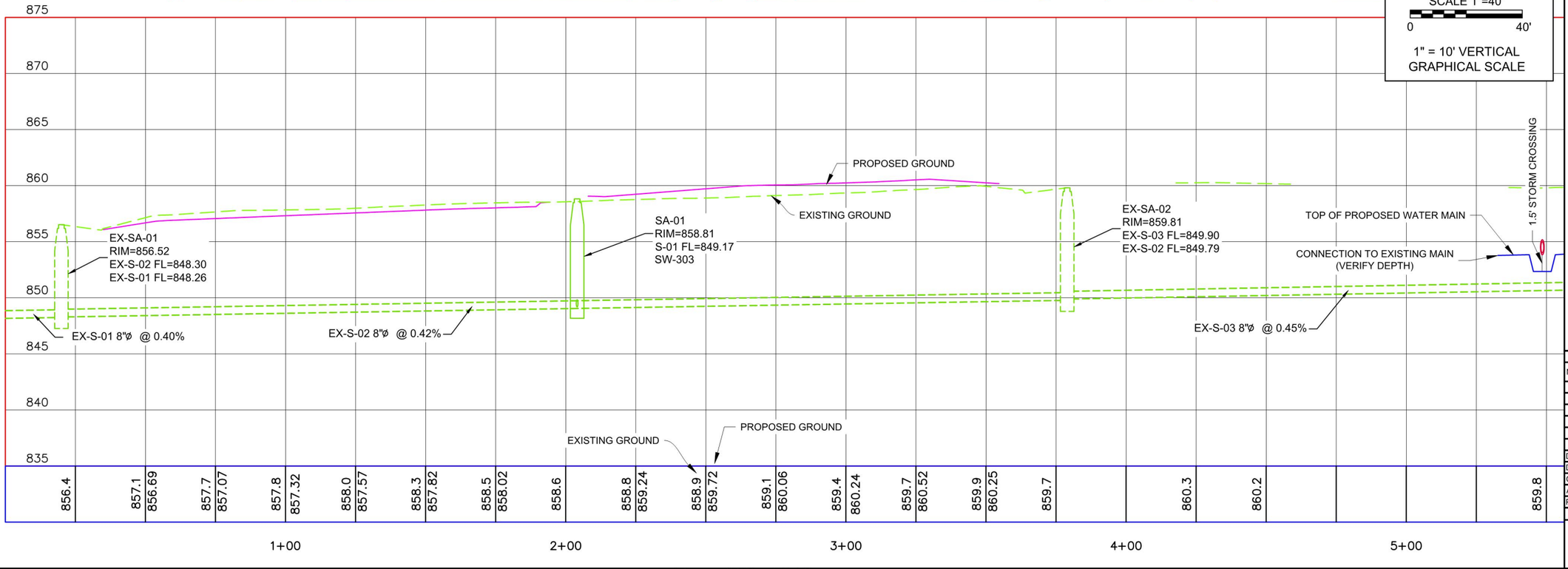


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# Edison Addition
## Waterloo, Iowa
## Sanitary Plan & Profile

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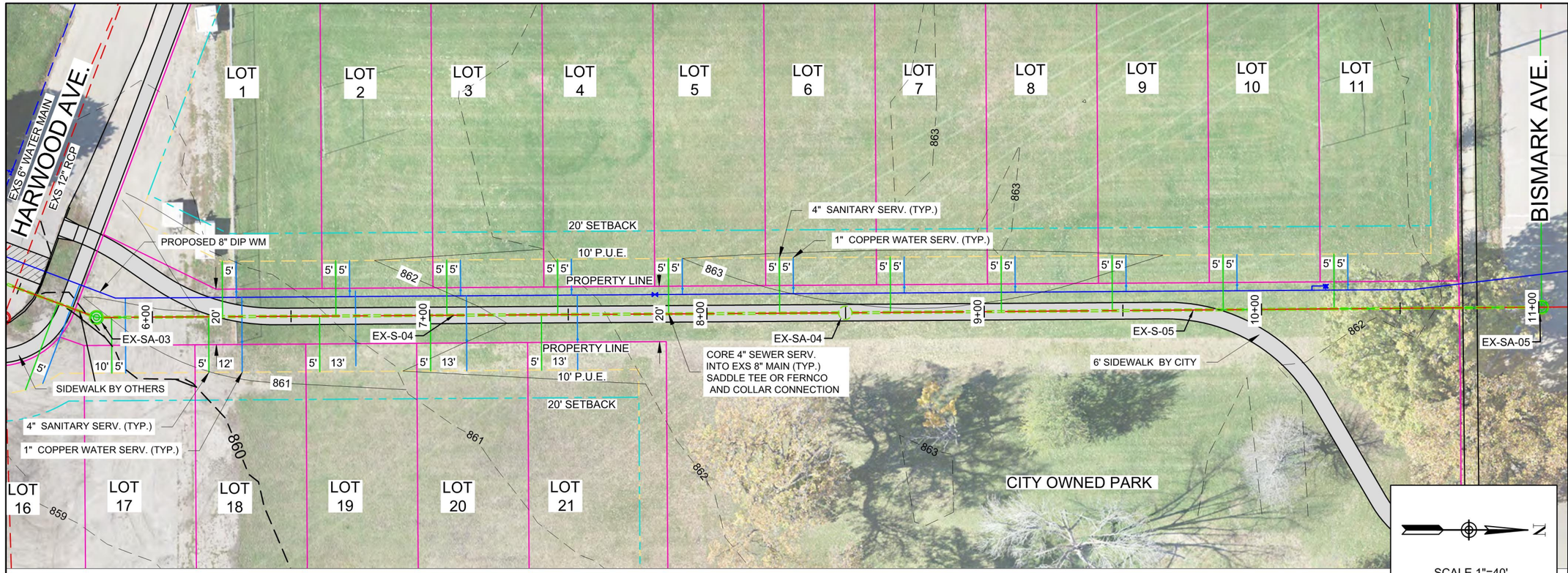





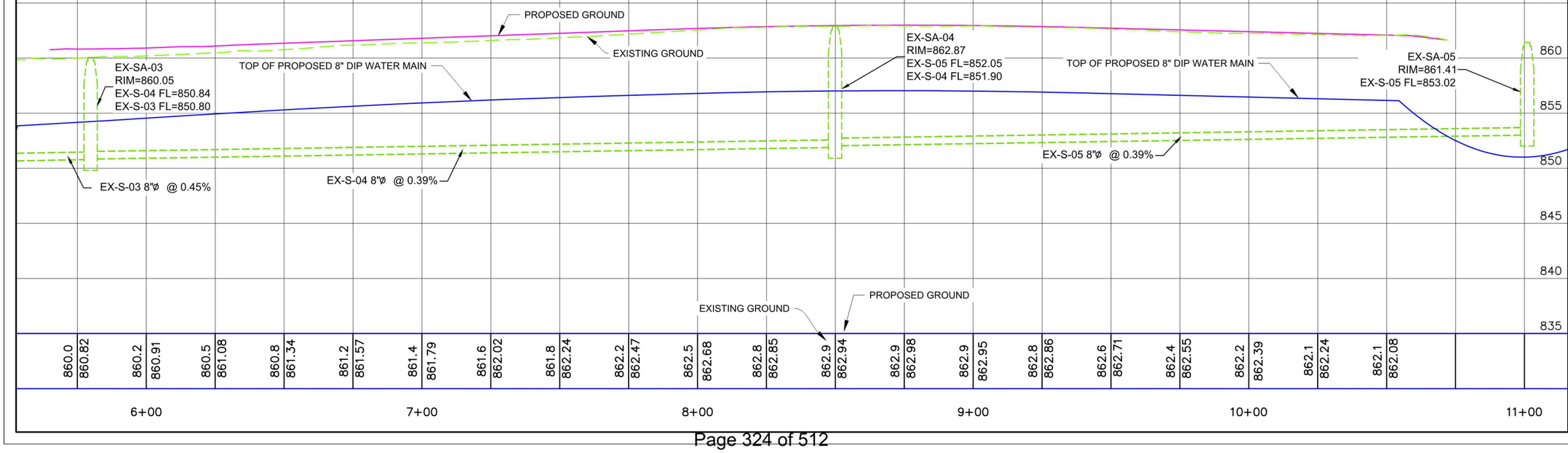


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# Edison Addition

Waterloo, Iowa

Sanitary Plan & Profile

REVISIONS

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PROJECT NUMBER: 065
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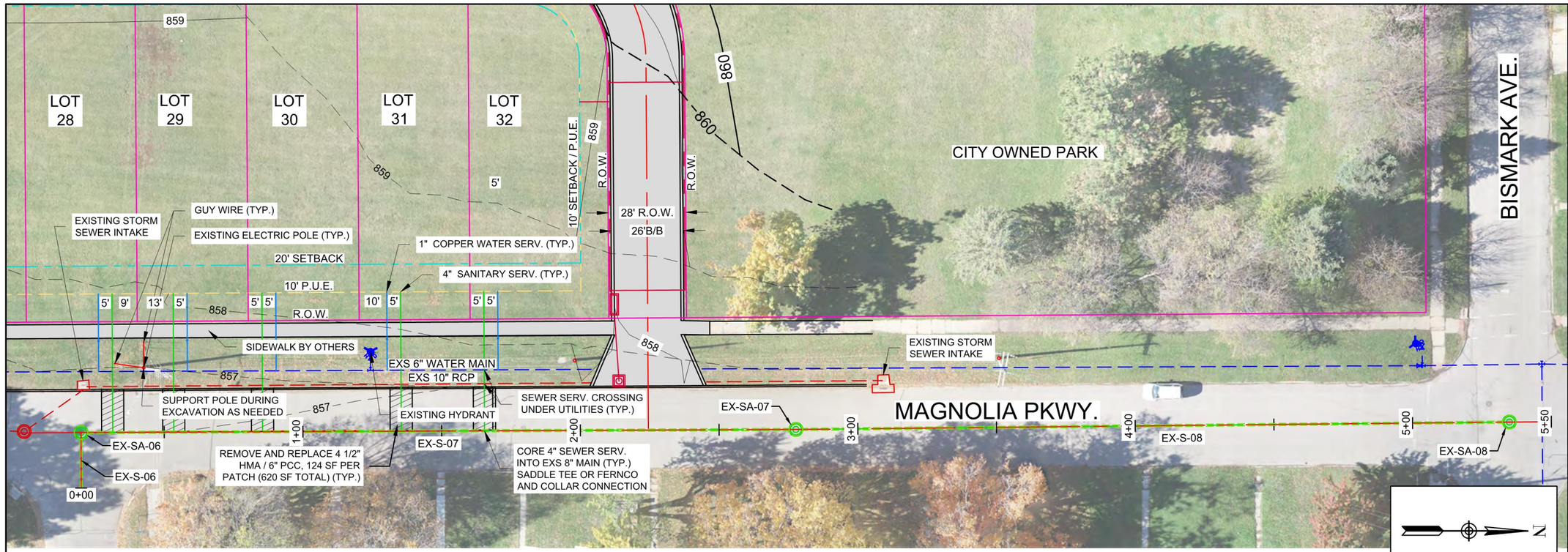


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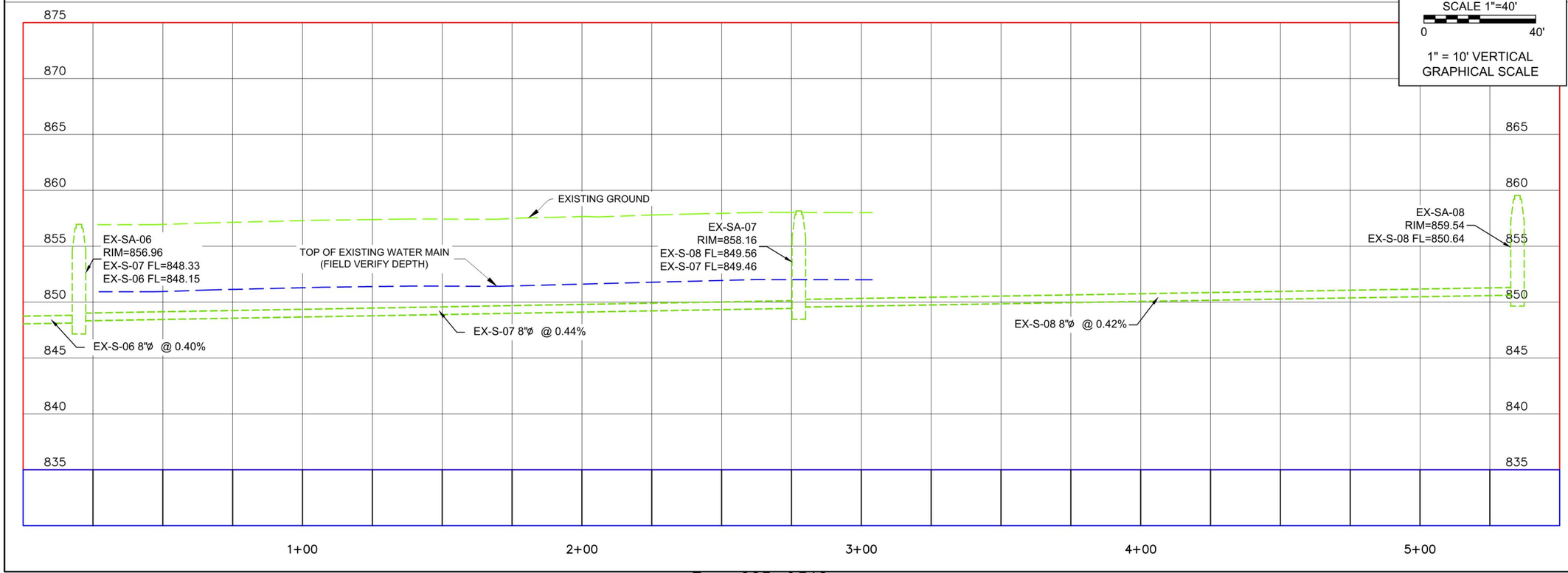
1" = 10' VERTICAL GRAPHICAL SCALE

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# Edison Addition
Waterloo, Iowa

Sanitary Plan & Profile

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MSA.03

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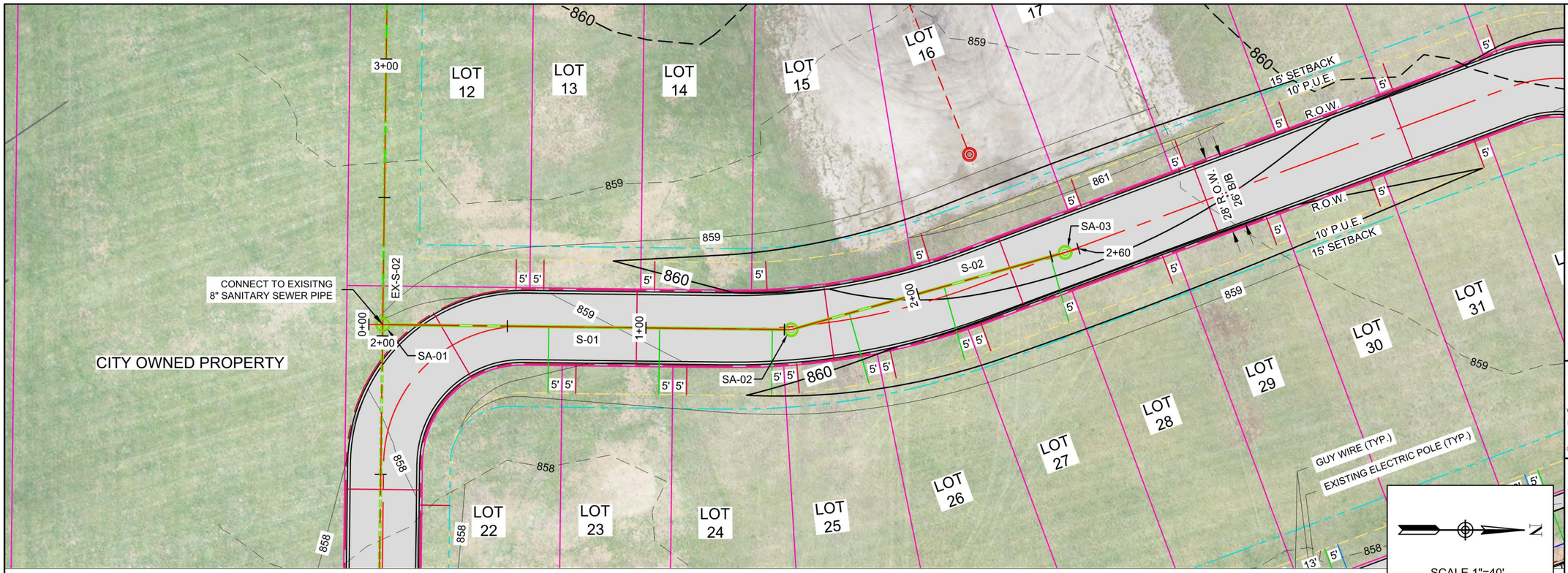


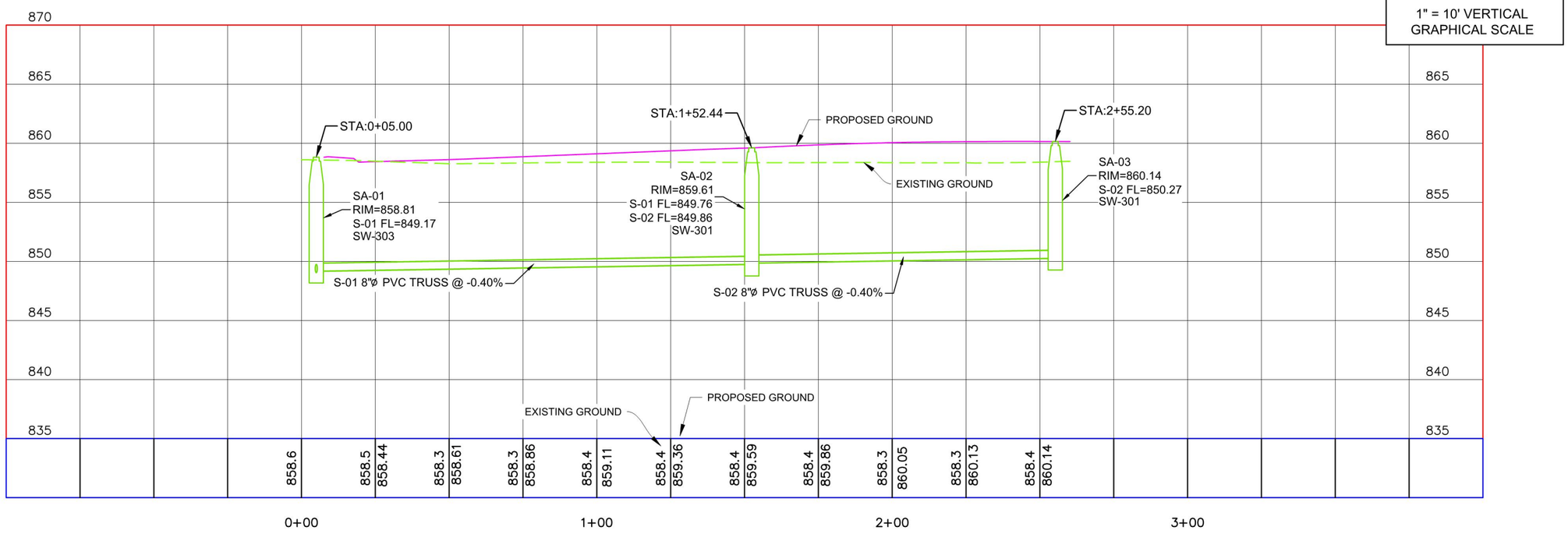


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# Edison Addition
Waterloo, Iowa

## Sanitary Plan & Profile

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Drawing No.

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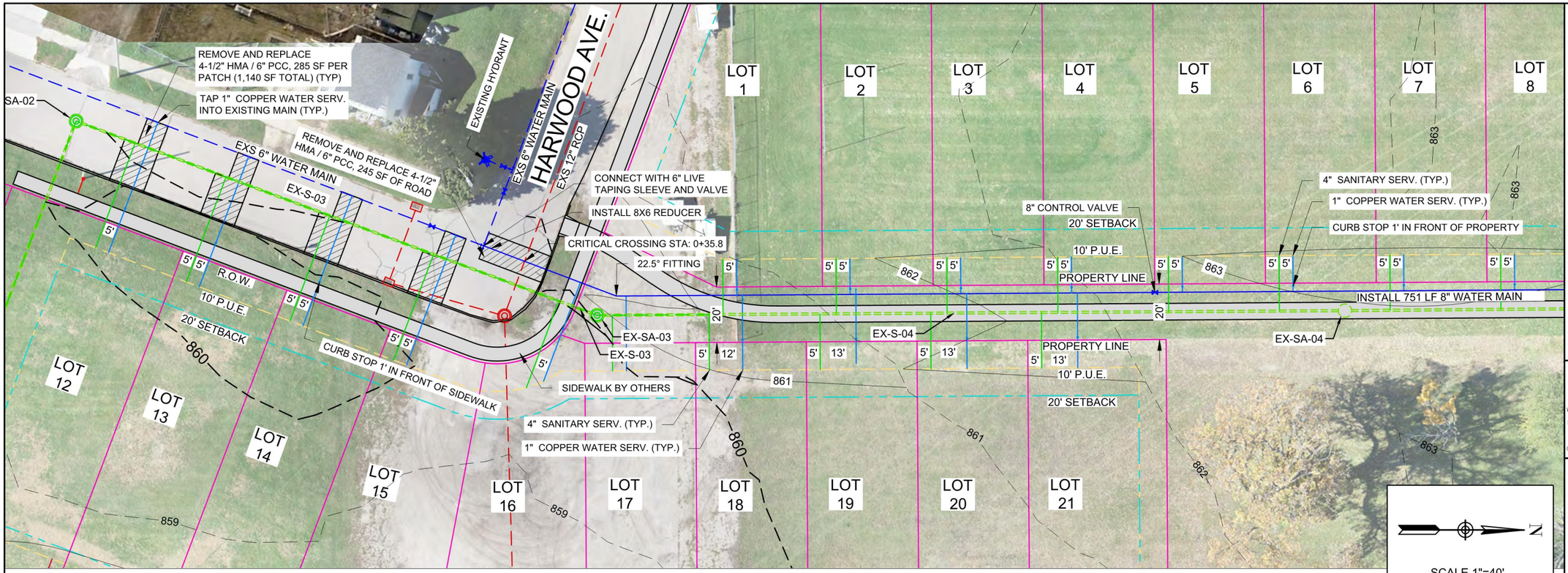


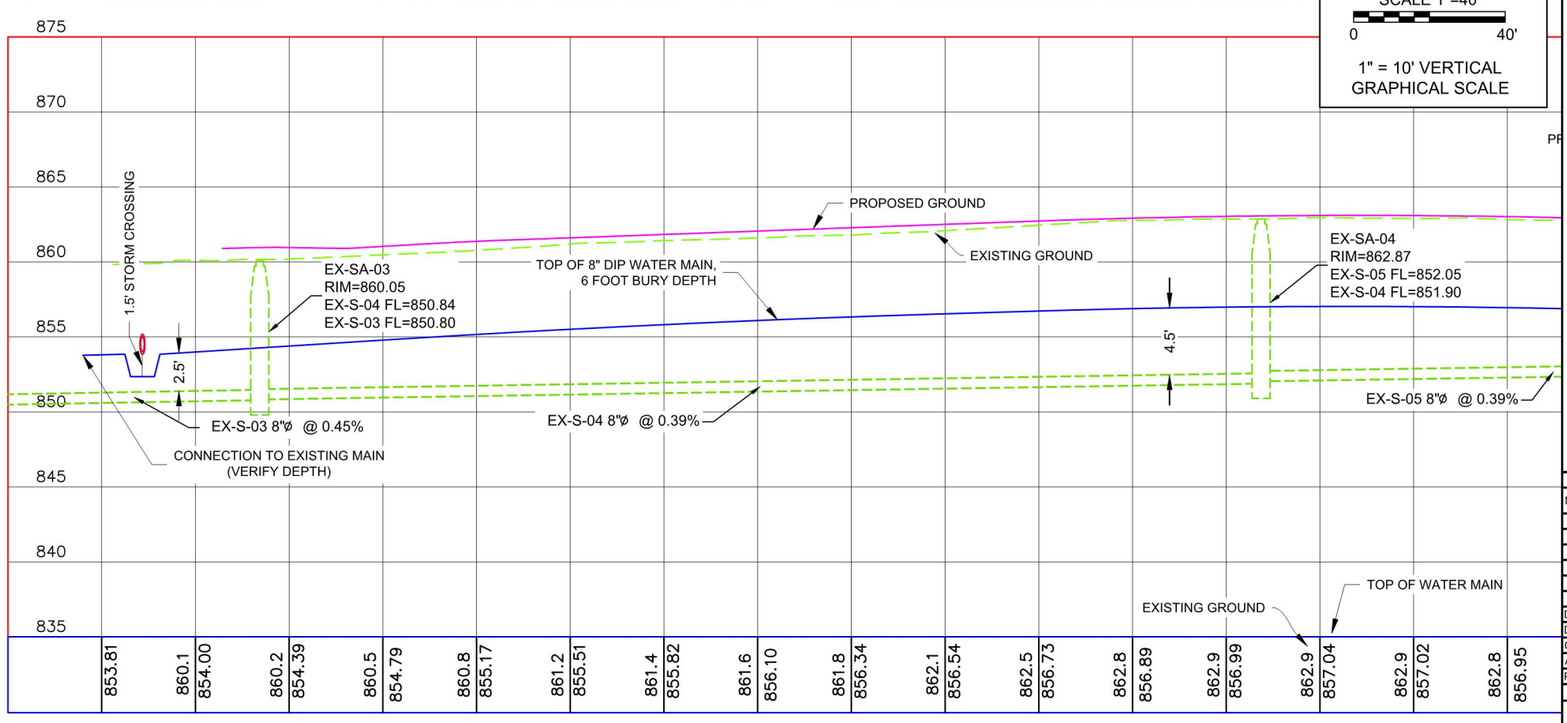


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# Edison Addition

Waterloo, Iowa

Water Main Plan & Profile

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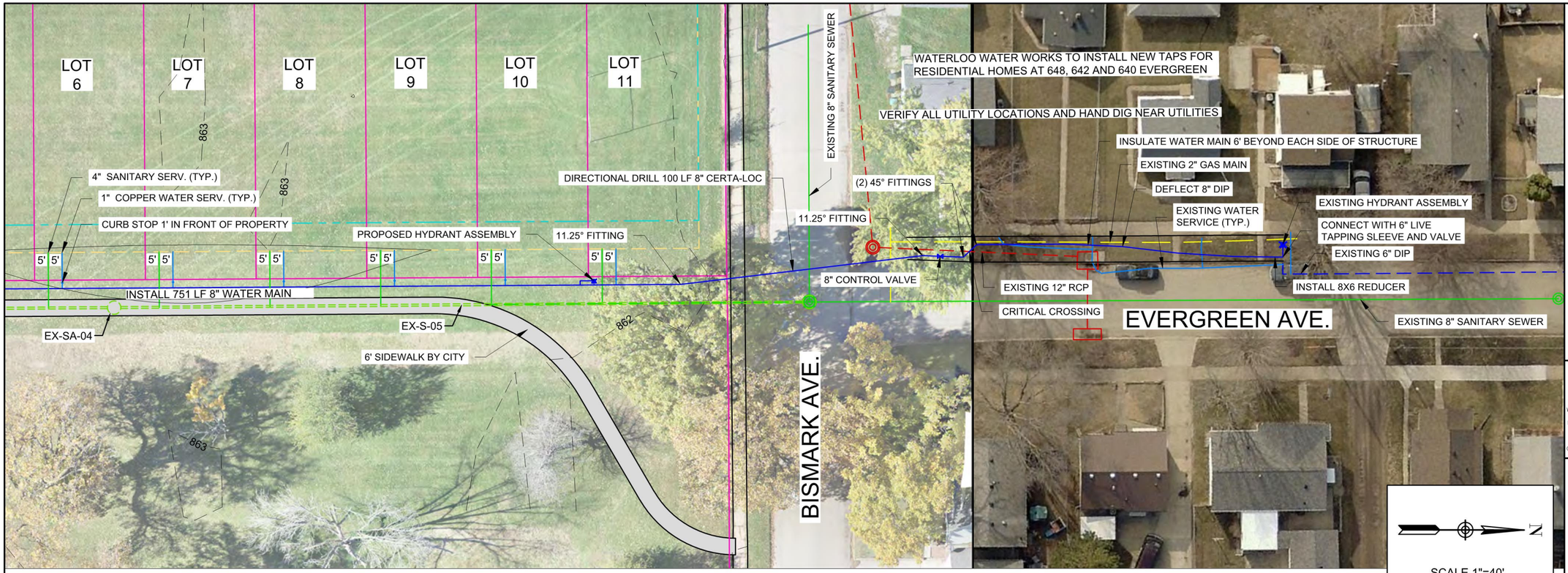


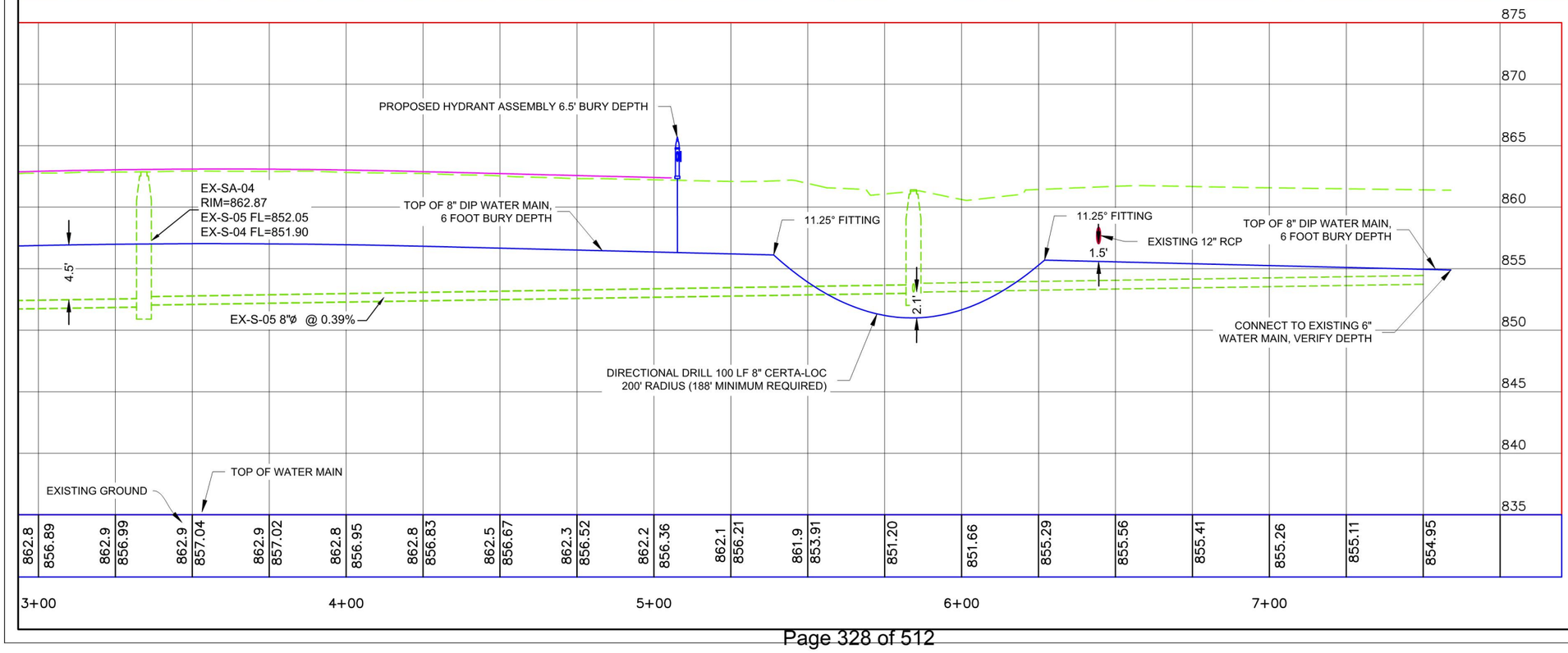


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# Edison Addition
Waterloo, Iowa
Water Main Plan & Profile

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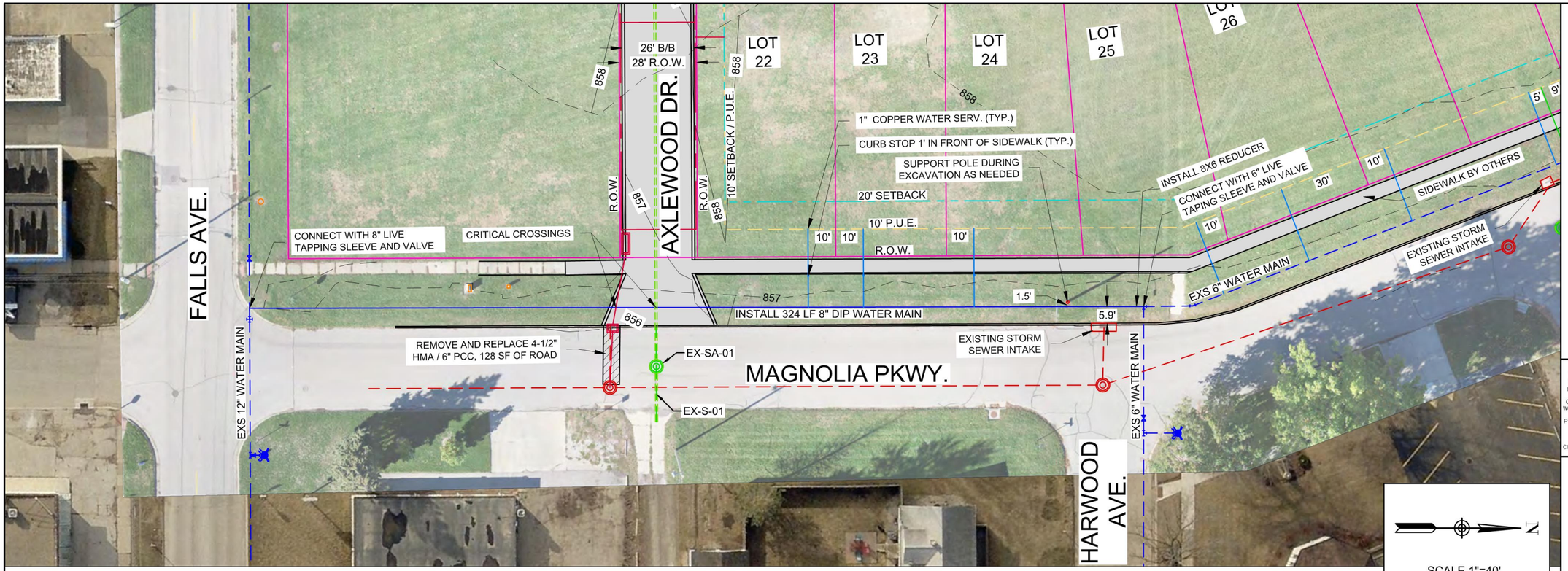





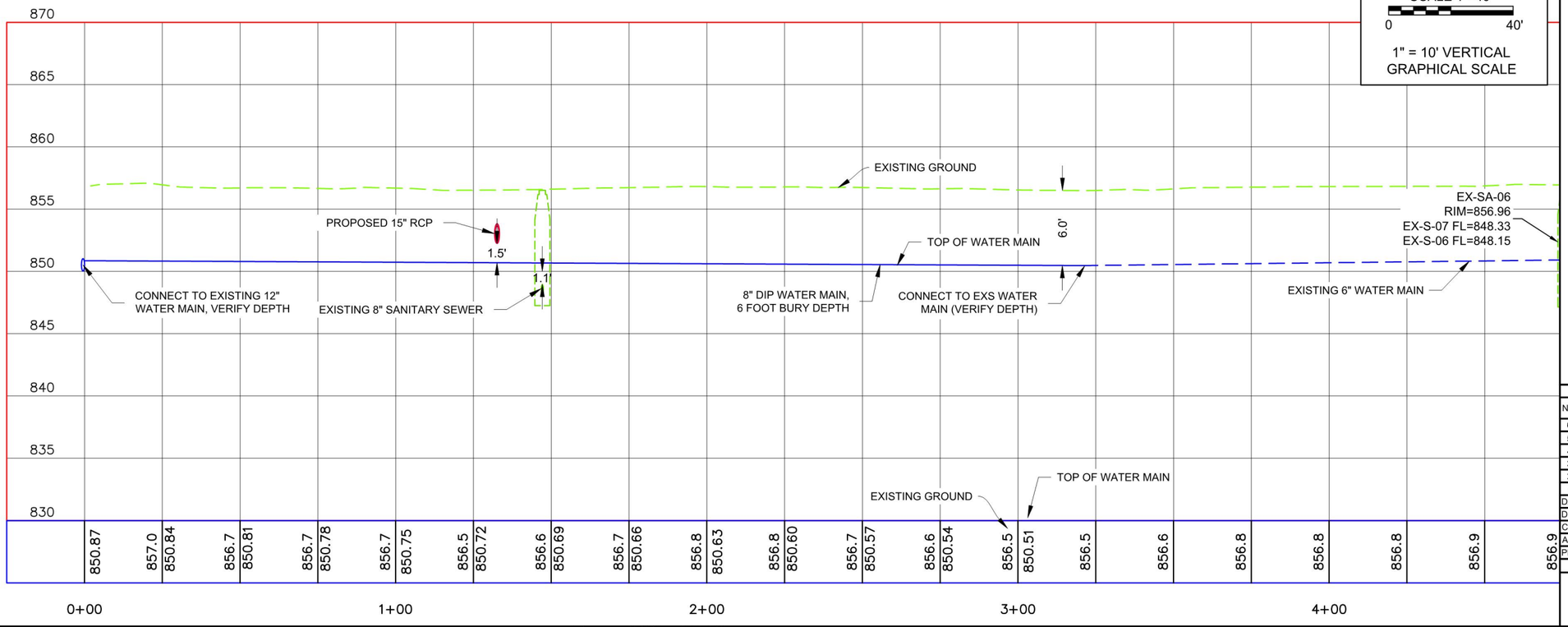


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# Edison Addition
Waterloo, Iowa

## Water Main Plan & Profile

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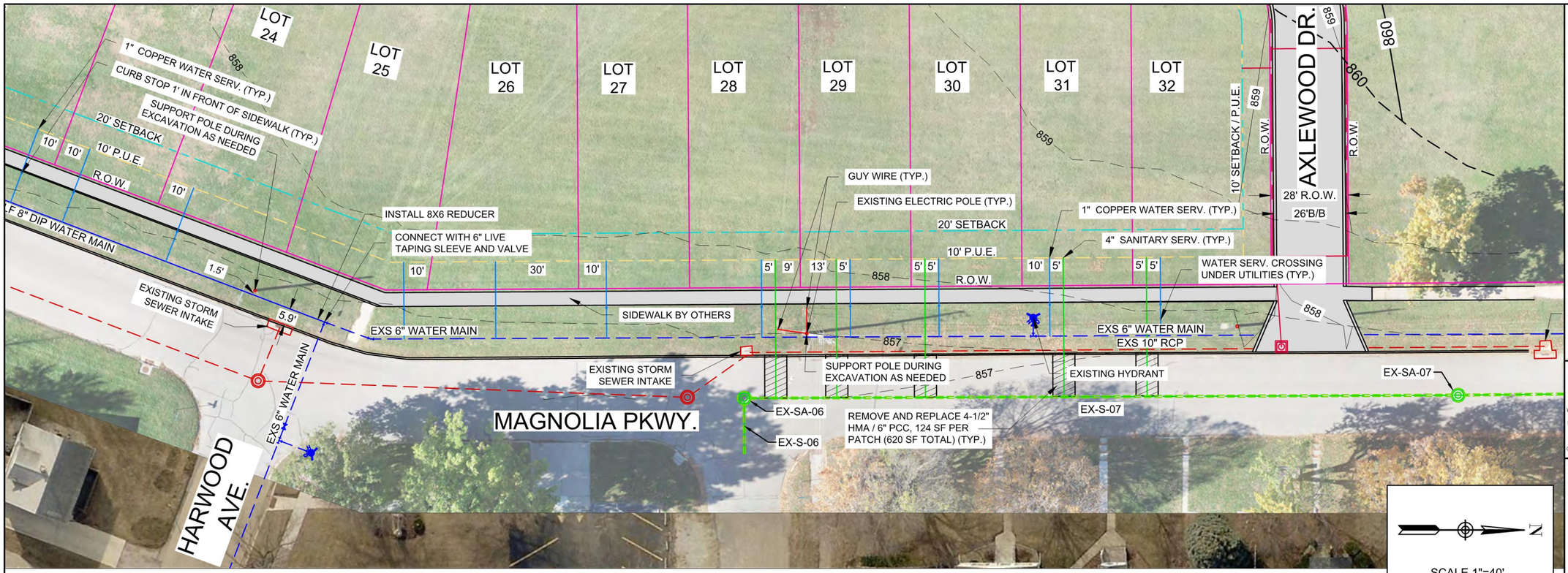


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# Edison Addition
Waterloo, Iowa

## Water Main Plan & Profile

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PROJECT NUMBER: 065
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MWM.04

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# IOWA DEPARTMENT OF NATURAL RESOURCES
## Wastewater Disposal System Construction Permit
## Application Fee Form

CASHIER'S USE ONLY
0945-542-NPDE-CP-0570
32-3202
Owner

Owner Name: Big Hand Pepper, LLC

Address: 616 Clay St.
City, State, Zip: Cedar Falls, IA 50613

Project Identification: Edison Addition

■ $100 Fee enclosed

**Please sign and return this form with a check or money order payable to "Iowa Department of Natural Resources". Place it and the check or money order on top of other Construction Permit Application documents.**

**Effective beginning July 1, 2006**, Applications for Construction Permits for wastewater disposal systems required by Iowa Code 455B.173 and rules in Iowa Administrative Code 567 IAC 64, must be accompanied by the fee required by Iowa Code 455B.197 and Iowa Administrative Code 567 IAC 64.16(3)"c".

**The fee is $100 for each application**, regardless of project size and project type including sanitary sewers, pump stations, treatment units or a combination thereof. The fee shall be submitted with the certified engineering documents necessary to apply for a construction permit (plans, specifications and related application schedules A, F, and G as well as the appropriate schedules indentified on page 2 of Schedule A). The construction permitting process is initiated as planning for construction begins. Planning coordination and submittal of preliminary engineering reports or facility plans precedes submittal of technical documents necessary to constitute a construction permit application. The application fee is not necessary when submitting a planning document but must accompany construction permit application documents. A fee should accompany each permit application **received on or after July 1, 2006.**

Failure to submit a fee with the application may delay the processing of a construction permit. If you have any questions regarding the application fee, please contact Donna Gomm at 515-725-8427 or Donna.Gomm@dnr.iowa.gov

Signature of Owner or Representative: _____

Printed Name: Kevin Fittro

Telephone or email contact: 319-493-0919

Mail to:
Iowa Department of Natural Resources
Wastewater Engineering Section
502 East 9th Street
Des Moines, IA 50319-0034

Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
**SCHEDULE A, Construction Permit Application**
**Exhibit 11A**

| APPLICANT | ENGINEER |
|---|---|
| Owner: Big Hand Pepper,LLC | Firm: Earthworx Civil Solutions, LLC |
| Address: 616 Clay St. Cedar Falls, IA 50613 | Address: 2920 McClain Dr. Cedar Falls, IA 50613 |
| Representative: Kevin Fittro | Project Officer: William N. Wright, P.E. |
| Phone Number: 319-493-0919 | Phone Number: 319-269-9445 |
| Email: kevin.fittro@pantherhomebuilders.com | Email: wwright@cfu.net |

Project Identification: Edison Addition, Waterloo, IA 50701
Estimated Start Date*: 10/19/2022 Estimated Completion Date: 12/31/2022

**PLEASE RESPOND TO ALL QUESTIONS**

| | Yes | No |
|---|---|---|
| 1. Has an engineering report, facilities plan or other information previously been submitted for this project? | ☐ | ☒ |
| **If Yes:** Project Identity: _____ Date Submitted: _____ | | |
| 2. Does the project and construction permit application, as submitted, follow the recommendations, design loadings, construction schedule, permit limits, and conclusions of the approved engineering report or facilities plan? | ☒ | ☐ |
| **If No:** Provide the design basis and technical information justifying all changes. | | |
| 3. Are there three complete sets of plans and specifications accompanying this application? For a minor gravity sewer extension within the meaning of 455B.183.3 Code of Iowa and Design Standard 11.1, two complete sets will be adequate for expeditious approval. For more complex projects, three sets of plans and specifications may be requested. | ☒ | ☐ |
| 4. Are approved standard specifications a part of this application? | ☒ | ☐ |
| **If Yes:** Approved Standard Specifications of (municipality or firm): Iowa SUDAS & City of Waterloo Specs Date Approved: 2022 | | |
| 5. Does each set of plans and specifications or engineering report accompanying this application contain a "professional engineering seal" executed in conformance with 542B.16, Code of Iowa? | ☒ | ☐ |
| **If No:** Processing will be delayed pending receipt of applicable design schedules and certified plans, specifications or engineering report. | | |
| 6. Is this a joint wastewater and water supply project? | ☒ | ☐ |
| **If Yes:** A construction permit application for the water supply project should be submitted separately to the Water Supply Section. A Water Supply permit fee may be required. | | |
| 7. Is the applicant to provide treatment of effluent resulting from this construction? | ☐ | ☒ |
| **If No:** A Sewage Treatment Agreement executed by the authority providing treatment must accompany this form. | | |
| 8. Is a new or amended operation permit necessary to use the facilities described in this application? | ☐ | ☒ |
| **If Yes:** A new or amended permit to operate may be requested prior to the receipt of a construction permit. | | |
| 9. Is any waterline located within 10 feet; or any private or public well, lake, or public recreation area located within 400 feet of the proposed construction? | ☐ | ☒ |
| **If Yes:** Identify and locate the facility(ies) relative to the proposed construction. | | |
| 10. Will construction inspection be conducted by a licensed engineer employed by the applicant? | ☒ | ☐ |
| **If No:** Name of Engineering Firm Conducting Inspection: _____ | | |
| 11. Will this project utilize CWSRF loan funds? | ☐ | ☒ |

**CERTIFICATION**

**APPLICANT**

I certify that I am the authorized representative of the owner and state that the project identified above is approved by the owner.

Signature _____ Date 7-20-22

**ENGINEER**

I certify that all aspects of the design included in this application conform to applicable standards contained in Chapter 567 IAC 64, or that an explanation and justification for any proposed variations from such standards is attached. I am familiar with the information contained in this application and, to the best of my knowledge, such information is complete and accurate.

Signature William N Wright Date 7/23/2022

*Estimated Construction Start Date: Complete applications must be submitted at least 120 days in advance of the date for starting construction in accordance with Rules 567 IAC 60.4 and 64.2

Please complete the Schedule Checklist on the following page of this form.

## DOCUMENT CHECKLIST

Identify all categories included in this project. Also, identify schedules attached to this application.

| Schedule | Title | Attached | Included in Project | Submittal Date |
|---|---|---|---|---|
| B | Collection System | ☒ | ☐ | |
| C | Lateral Sewer Extension | ☒ | ☐ | |
| D | Trunk & Interceptor Sewer | ☐ | ☐ | |
| E | Wastewater Pump Station | ☐ | ☐ | |
| F | Treatment Project Site Selection | ☐ | ☐ | |
| G | Treatment Project Design Data | ☐ | ☐ | |
| H1 | Schematic Flow Diagram | ☐ | ☐ | |
| H2 | Treatment Process Loading and Removal Efficiency | ☐ | ☐ | |
| H3 | Mechanical Plant Reliability | ☐ | ☐ | |
| I | Screening, Grit Removal and Flow Measurement | ☐ | ☐ | |
| J | Septic Tank System | ☐ | ☐ | |
| K1 | Controlled Discharge Pond | ☐ | ☐ | |
| K2 | Aerated Pond | ☐ | ☐ | |
| K3 | Anaerobic Lagoon | ☐ | ☐ | |
| L | Setting Tanks | ☐ | ☐ | |
| M | Fixed Film Reactor-Stationary Media | ☐ | ☐ | |
| N | Rotating Biological Contactor | ☐ | ☐ | |
| O | Aeration Tanks or Basins | ☐ | ☐ | |
| P | Gas Chlorination | ☐ | ☐ | |
| Q | Sludge Digestion and Holding | ☐ | ☐ | |
| R1 | Sludge Dewatering and Disposal | ☐ | ☐ | |
| R2 (A&B) | Low Rate Land Application of Sludge | ☐ | ☐ | |
| R3 | Land Application of Sewage Sludge (To be developed) | ☐ | ☐ | |
| S | Land Application of Wastewater (To be developed) | ☐ | ☐ | |
| | Sewage Treatment Agreement | ☒ | ☐ | |

Identify any categories included in this project which are not provided in the above list of schedules.

Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
**SCHEDULE B, Collection System**

DNR USE ONLY
Project No. _____
Permit No. _____

| Date Prepared | Project Identity |
|---|---|
| 7/16/2022 | Edison Addition |
| Date Revised | Wateloo, IA 50701 |
| _____ | |

1. Identify proposed construction which is subject to flooding and explain what is proposed to prevent water from entering the system. If no portion is subject to flooding, state none.

| Segment | Flooding Protection |
|---|---|
| None | None |

*2. Indicate hydraulic capacity of: 1) the nearest downstream main or interceptor; 2) the nearest downstream lift station; and 3) all downstream segments where flow restriction may occur. Indicate the source and accuracy of numerical data.

| | Segment | Segment | Segment |
|---|---|---|---|
| Location | 900 Block Magnolia Pkwy. | | |
| Design Capacity, MGD | 0.36 | | |
| Peak Hourly Dry weather Flow MGD (actual) | 0.005 | | |
| Peak Hourly Wet weather Flow MGD (actual) | 0.03 | | |

*3. Identify treatment facility, the design loadings and present raw waste loadings. Indicate source and accuracy of numerical data.

Facility Name and Number: Waterloo Water Pollution Control Plant IA 079001 - FED 0042650

| Facility Loading | MGD | #$BOD_5$/day |
|---|---|---|
| Design | 34.8 | 88,000 |
| Average Wet Weather (actual) | 24.53 | 31,500 |
| Peak Hourly Wet Weather (actual) | 60+ | 48,000 |

Provide projected design loading increase, which will be added to this facility as a result of this project.

| Design Loading | Initial | | Design Year ( 23 ) | |
|---|---|---|---|---|
| Residential Service Area | _____ | Acres | 0.78 | Acres |
| Population | _____ | Persons | 24 | Persons |
| Flow (100 GPCD) | _____ | GPD | 2400 | GPD |
| $BOD_5$ (0.17/#/d/cap) | _____ | #/day | 4.1 | #/day |
| Industrial Service Area | _____ | Acres | _____ | Acres |
| Rated Flow | _____ | GPD | _____ | GPD |
| $BOD_5$ | _____ | #/day | _____ | #/day |
| Other _____ | _____ | Acres | _____ | Acres |
| Rated Flow | _____ | GPD | _____ | GPD |
| $BOD_5$ | _____ | #/day | _____ | #/day |
| Total $BOD_5$ | _____ | #/day | 4.1 | #/day |
| Total Flow | _____ | GPD | 2400 | GPD |
| Peak Hourly Flow | _____ | GPD | 9600 | GPD |

*Include a written explanation of items 2 and 3 if the sewer system and/or treatment facility are overloaded.

Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
**SCHEDULE C, Lateral Sewer Extension**

| DNR USE ONLY |
|---|
| Project No. |
| Permit No. |

| Date Prepared | Project Identity |
|---|---|
| 7/16/2022 | Edison Addition |
| Date Revised | Wateloo, IA 50701 |

1. Design Basis

| | Initial | | Design Year (23) | |
|---|---|---|---|---|
| Residential Service Area | | Acres | .78 | Acres |
| Population | | Persons | 24 | Persons |
| Flow (100 GPCD) | | GPD | 2400 | GPD |
| $BOD_5$ (0.17/#/d/cap) | | #/day | 4.1 | #/day |
| Industrial Service Area | | Acres | | Acres |
| Rated Flow | | GPD | | GPD |
| $BOD_5$ | | #/day | | #/day |
| Other | | Acres | | Acres |
| Rated Flow | | GPD | | GPD |
| $BOD_5$ | | #/day | | #/day |
| Total $BOD_5$ | | #/day | 4.1 | #/day |
| Total Flow | | GPD | 2400 | GPD |
| Peak Hourly Flow | | GPD | 9600 | GPD |

2. Pipe

| Diameter | 8 Inch | | 10 Inch | | 12 Inch | |
|---|---|---|---|---|---|---|
| Material | PVC Truss Pipe | | | | | |
| Joint | Bell and Spigot | | | | | |
| Minimum Slope | 0.40 | % | | % | | % |
| Maximum Manhole Space | 147.5 | ft. | | ft. | | ft. |
| Total Sewer Length | 251 | ft. | | ft. | | ft. |
| Maximum Cover | 9.3 | ft. | | ft. | | ft. |
| Minimum Cover | 8.5 | ft. | | ft. | | ft. |

3. Construction specifications (indicate ASTM Number or other standard included in the specifications). A brief description is required in each part.

A. Bedding class SUDAS Section 3010
B. Pipe laying SUDAS Section 4010
C. Compaction SUDAS Section 4010
D. Manhole SUDAS Section 6010
E. Specified maximum infiltration/exfiltration rate 200 GPDPMPI
F. Infiltration/exfiltration test procedures Low Pressure Air
G. Alignment & grade test procedures
(1) During construction Stake & batterboard _____ Laser X
(2) After construction Lamping _____ Other Television
H. Deflection test procedures Mandrel Test, SUDAS Section 4060 3.0

4. Are detailed manhole drawings included: ☒ Yes ☐ No Typical frame and cover assembly Neenah R-1642
Are manhole covers nonvented: ☒ Yes ☐ No Manhole diameter 48 in.
Manhole opening diameter 27 (SUDAS Typ) In Material Cast Iron

5. Minimum sewer & water main separation: Horizontal 7 ft. Vertical 18 in.
Are specifications included SUDAS 2022

6. Stream, road, or railroad crossing protection N/A
Are specifications included N/A

Iowa Department of Natural Resources
Wastewater Section
Construction Permit Application
**Sewage Treatment Agreement**

**INSTRUCTIONS**

This agreement must be executed for all projects where construction and sewage treatment will be provided by different parties; i.e., a private subdivision connecting to a municipal system. This agreement must be executed by the parties who are owners at the time the permit is issued, regardless of whether title to the proposed construction project will be transferred after completion of the project.

This agreement is not necessary when a contract for sewage treatment already exists; i.e., service contracts between municipalities. However, the Department of Natural Resources must be informed in writing that the contractual agreement does exist.

| APPLICANT | ENGINEER |
|---|---|
| Owner: Big Hand Pepper,LLC | Firm: Earthworx Civil Solutions, LLC |
| Address: 616 Clay St. Cedar Falls, IA 50613 | Address: 2920 McClain Dr. Cedar Falls, IA 50613 |
| Representative: Kevin Fittro | Project Officer: William N. Wright, P.E. |
| Phone Number: 319-493-0919 | Phone Number: 319-269-9445 |

Project Identification: Edison Addition

Owner and System Receiving Wastes: City of Waterloo Waste Water Management

**CERTIFICATION**

I am the authorized representative of the owner identified above and state that the proposed sanitary sewage facilities shall be constructed in accordance with the plans and specifications and all wastes contributed by this project shall be discharged to the treatment system identified above.

Signature  Title: Manager Date 7-20-22

**AGREEMENT TO PROVIDE SEWAGE TREATMENT**

I am the authorized representative of the owner of the system identified above and state that the connection of the proposed sanitary sewage facilities identified above is approved by the owner, and that the owner accepts responsibility for providing adequate treatment of all wastes contributed by this project, in accordance with the provisions of Chapter 455B, Code of Iowa, and the rules of the Department of Natural Resources. This agreement shall not be construed in any way to affect any local ordinances, sewer service agreements, or fee systems entered into between the parties.

Name: _____ Title: _____

Signature _____ Date _____ Phone: _____

# CITY OF WATERLOO

**Council Communication**

Resolution approving City/State Funding Agreement for Federal-Aid Funding, in the amount of $1,000,000.00,in conjunction with the FY 2023 Hammond Avenue Bridge Replacement Over Sink Creek, Contract No. 922, as part of the Department of Transportation's City Highway Bridge Program, and authorizing the Mayor to execute said document.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| 🗋 | Agreement (unsigned) | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving City/State Funding Agreement for Federal-Aid Funding, in the amount of $1,000,000.00,in conjunction with the FY 2023 Hammond Avenue Bridge Replacement Over Sink Creek, Contract No. 922, as part of the Department of Transportation's City Highway Bridge Program, and authorizing the Mayor to execute said document. |
| Submitted by: | Submitted By: Jamie Knutson, PE, City Engineer |
| Summary Statement: | This agreement rescinds and replaces the SWAP Funding agreement and reflects the use of Federal-Aid Funding. The original agreement for SWAP Funds was approved 9/10/2018.<br><br>The project concept includes the construction of multiple pre-cast reinforced box culverts and associated raising and widening of Hammond Avenue and widening and clean-out of Sink Creek from Hammond Avenue to E. Orange Road. |
| Neighborhood Impact: | Based on the estimated total project costs including construction, engineering and inspection and right-of-way acquisition, the City would receive $990,000 in Federal-Aid Funding from the DOT and the City would provide an estimated match of $300,000 to totally finance this Bridge Replacement Project. The City's match would come from the Storm Water Fee revenue. |
| Implementation, Accountability, and Communication: | Storm Water Fee revenue |

**IOWA DEPARTMENT OF TRANSPORTATION**
**Federal-aid Agreement**
**for a City Highway Bridge Program Project**

RECIPIENT: City of Waterloo

Project No: BROS-8155(759)--8J-07

Iowa DOT Agreement No: 2-22-HBP-008

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the City of Waterloo, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the City Bridge Program. In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide City Bridge Program funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

The RECIPIENT and the DEPARTMENT previously entered into Agreement No. 2-18-HBP-SWAP-009 for the above referenced project. Subsequent to the execution of Agreement No. 2-18-HBP-SWAP-009, the DEPARTMENT requires that the RECIPIENT convert the Federal-aid Swap funds to Federal-aid funds due to the implementation of the Infrastructure Investment and Jobs Act (IIJA). This agreement RESCINDS the original fully executed agreement 2-18-HBP-SWAP-009 dated October 30, 2018. The original Project Number BROS-SWAP-8155(759)--SE-07 has been RESCINDED and replaced with BROS-8155(759)--8J-07.

The RECIPIENT and the DEPARTMENT currently and previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

| Funding Source | Agreement No. | Project No. | Full Execution Date |
|---|---|---|---|
| City Bridge HBP | This Agreement | BROS-8155(759)--8J-07 | TBD |

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.

2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Eastern Region Local Systems Field Engineer, Kent L. Ellis. The RECIPIENT's contact person shall be the City Engineer.

3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:

   A. FHWA Structure Number: 501680

   B. Location: Hammond Ave over Sink Creek

   C. Preliminary Estimated Total Eligible Construction Costs: $990,000

4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a “touchdown point” determined by the DEPARTMENT. Eligible project costs include only costs associated with actual construction costs within the eligible project construction limits.

5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses, are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.

6. The RECIPIENT shall receive reimbursement for costs of authorized and approved eligible construction project activities from City Bridge Program funds. The portion of the eligible construction project costs reimbursed by City Bridge Program funds shall be limited to a maximum of 100% of eligible costs or $1,000,000, whichever is less. Reimbursed costs will be limited to funding made available for cities through the City Bridge Program outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100 in place at the time of this agreement being fully executed.

7. The RECIPIENT shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the RECIPIENT shall follow all administrative and contracting procedures required for Farm-to-Market projects.

8. The RECIPIENT shall pay for all project costs not reimbursed with City Bridge Program funds.

9. The RECIPIENT shall let the project for bids through the DEPARTMENT.

10. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.

11. It is the intent of both (all) parties that no third-party beneficiaries be created by this agreement.

12. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.

13. The project shall be let to contract within 3 years of the date this agreement is signed by the DEPARTMENT. If not, the RECIPIENT may be in default, for which the DEPARTMENT may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the RECIPIENT at least 30 days prior to the 3-year deadline.

14. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: City of Waterloo

By_____ Date_____, _____

Title_____

I,_____, certify that I am the Clerk of the City, and that_____,

who signed said Agreement for and on behalf of the City was duly authorized to execute the same by virtue of a

formal Resolution duly passed and adopted by the City, on the _____ day of _____, _____.

Signed_____ Date_____, _____

City Clerk of Waterloo, Iowa

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____ Date _____, _____
Jenifer J. Bates, P.E.
Urban Engineer
Local Systems Bureau

# EXHIBIT 1

## General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

**1. General Requirements.**

a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.

b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements.

c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504.

d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.

e. As required by the 2 CFR 200.501 “Audit Requirements,” a non-Federal entity expending $750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.

f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.

g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:

i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.

ii. The RECIPIENT shall comply with the requirements of I.M. 5.010, DBE Guidelines.

iii. The DEPARTMENT’s DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this

agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

**2. Programming.**

a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.

**4. Design and Consultant Services**

a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.

**5. Environmental Requirements and other Agreements or Permits.**

a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions, , 4.020, NEPA Process, and 4.120, Cultural Resource Regulations.

b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. 4.130, 404 Permit Process, 4.140, Storm Water Permits, 4.190, Highway Improvements in the Vicinity of Airports or Heliports, and 4.160, Asbestos Inspection, Removal, and Notification Requirements.

d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed $100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

**6. Right-of-Way, Railroads and Utilities.**

a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.

b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.

c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

**7. Contract Procurement.**

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.

b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:

i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.

ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.

iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in I.M. 5.120, Local Letting Process- Federal-aid.

d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.

e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.

f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

**8. Construction.**

a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.

b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.

c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: http://www.iowadot.gov/erl/current/IM/navigation/nav.htm.

d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.

e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per Materials I.M. 103.

f. The RECIPIENT shall follow the procedures in I.M. 6.000, Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

**9. Reimbursements.**

a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.

b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.

c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.

d. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:

    i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or

ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

**10. Project Close-out.**

a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds, reimbursed funds shall be returned, and a possible suspension may be placed on the RECIPIENT from receiving federal funds on future projects until the RECIPIENT has demonstrated responsible management of federal funds on roadway projects.

b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.

c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.

d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.

e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

# CITY OF WATERLOO

**Council Communication**

Resolution approving Supplemental Agreement No. 6 to a Professional Services Agreement with Wayne Claassen Engineering and Surveying, Inc., of Waterloo, Iowa, originally executed October 10, 2016, in an amount not to exceed $_____, in conjunction with the FY 2023 Hammond Avenue Bridge Replacement Over Sink Creek Project, Contract No. 922, and authorizing the Mayor and City Clerk to execute said document.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

| | |
|---|---|
| **SUBJECT:** | Resolution approving Supplemental Agreement No. 6 to a Professional Services Agreement with Wayne Claassen Engineering and Surveying, Inc., of Waterloo, Iowa, originally executed October 10, 2016, in an amount not to exceed $_____, in conjunction with the FY 2023 Hammond Avenue Bridge Replacement Over Sink Creek Project, Contract No. 922, and authorizing the Mayor and City Clerk to execute said document. |
| Submitted by: | Submitted By: Wayne Castle, PLS, PE, Associate Engineer |
| Summary Statement: | See attached agreement for Scope of Work. |
| Neighborhood Impact: | |
| Implementation, Accountability, and Communication: | IDOT SWAP Funding and Storm Water Fees |

# CITY OF WATERLOO

**Council Communication**

Resolution approving a Smart City Strategic Planning Services Agreement with Honeywell International, Inc., of Atlanta Georgia for development of the Smart City Strategic Plan, and authorizing the Mayor to execute said document.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/8/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| | Smart City Strategic Plan | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving a Smart City Strategic Planning Services Agreement with Honeywell International, Inc., of Atlanta Georgia for development of the Smart City Strategic Plan, and authorizing the Mayor to execute said document. |
| Submitted by: | Submitted By: Quentin Hart, Mayor |
| Recommended Action: | Approve agreement for Smart City Strategic Plan. |
| Summary Statement: | The City of Waterloo, along with several other cities, has received this distinguished honor and partnership opportunity. |

Expenditure Required/Source of Funds: No charge.

Honeywell

2 August 2022

Ms. Wendy Bowman
Communications Director
City of Waterloo, IA
715 Mulberry Street
Waterloo, IA 50703

Subject: Smart City Strategic Planning Services Agreement

Dear Wendy:

Honeywell is pleased to present our proposal for Smart City Strategic Planning Services to align city stakeholders, define high-impact project opportunities, and help secure funding for one or more Recommended Smart City Projects as mutually agreed to improve the city's quality of life, community resiliency, economic vitality, and social equity.

Exhibit A defines our proposed Scope of Work, Exhibit B includes a typical Smart City Strategic Plan Table of Contents, and Exhibit C includes our standard Terms and Conditions.

Honeywell International is a world technology leader in aerospace, buildings, materials and technologies, and safety and productivity with $32.6 billion revenue in 2021. The Honeywell Smart Cities organization has led the successful planning and implementation of more than 80 smart cities globally, helping these cities reduce operational costs, improve public safety and transit, and enhance the citizen's quality of life.

We look forward to supporting you and the City of Waterloo's stakeholders. Please let me know if you would like to schedule a call or meeting to discuss. Thank you.

Sincerely,



George Karayannis
Honeywell Sustainable Cities

## Honeywell International Inc.

**Proposal Number:** 148-08-2022
**Proposal Name:** City of Waterloo Smart City Strategic Planning Services
**Date:** 2 August 2022

**Provider:** ("Honeywell")
**Honeywell International Inc., through its Honeywell Sustainable Cities business unit**

715 Peachtree Street, NE
Atlanta, GA 30308
**Contact**: George Karayannis
**Phone #**: 303-517-3148
**Email**: george.karayannis@honeywell.com

**Customer:** ("Customer")
City of Waterloo, IA

715 Mulberry Street
Waterloo, IA 50713
**Contact**: Wendy Bowman
**Phone #**: 319-830-9362
**Email**: wendy.bowman@waterloo-ia.org

***Work Site Location Name:*** *City of Waterloo City Hall, and Remote*
***Work Site Location Address (the "Site"):*** *715 Mulberry St., Waterloo, IA and Remote*

**Scope of Work:** Honeywell shall provide the following services (the "Work") in accordance with the General Terms and Conditions attached hereto and any work scope documents, or other exhibits or schedules attached hereto. "Agreement" means this proposal signed by Honeywell and Customer, the General Terms and Conditions attached hereto, and any work scope documents, or other exhibits or schedules attached hereto.

The Scope of Work in this Agreement is limited to the development of the Smart City Strategic Plan ("Plan"), as described in the attached Exhibit A. The Smart City Strategic Plan workshop identified in Track 1 is expected to occur in the first month of the engagement, with the final plan expected to be delivered within 90-120 days.

The Plan will consolidate findings from the Honeywell-facilitated Stakeholder Workshops, along with direct feedback from city leaders and input from the Honeywell Smart Cities team. The Plan will be delivered in interim stages throughout the project, with a final plan expected to be delivered and presented to Mayor's Office and designated stakeholders. The Plan will be provided as Microsoft Word and PowerPoint files delivered in a pdf format.

**Period of Performance**: The Work is expected to take approximately 90-120 calendar days, dependent upon Honeywell gaining sufficient access to City stakeholders.

**Additional Clarifications, Qualifications and/or Exclusions:** None

**Price:** Honeywell shall provide this Scope of Work and provide support for one (1) Smart City Project grant application as mutually agreed at no cost. The value of Honeywell's in-kind services for this Scope of Work is approximately two hundred and fifty thousand dollars ($250,000).

City of Waterloo confirms that it has all requisite power and authority necessary to authorize the execution and delivery of this Agreement and the performance of its obligations hereunder and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement. The execution, delivery and performance of this Agreement by City of Waterloo have been duly authorized by all necessary action on the part of City of Waterloo and do not and will not require the consent of any trustee or holder of any indebtedness or other obligation of City of Waterloo, any other party to any other agreement with City of Waterloo or any other person or entity.

This proposal is valid for 30 days.

**Submitted by Honeywell Building Solutions:**

By: 

Name: **George Karayannis**
Title: **Sustainable Cities North American Lead**

**Acceptance:** This proposal and the pages attached shall become an Agreement in accordance with the General Terms and Conditions below only upon signature below by an authorized representative of Honeywell and The City of Waterloo.

**Accepted By:**

| **HONEYWELL INTERNATIONAL** through its **Honeywell Sustainable City Business Unit** | | CUSTOMER: **THE CITY OF WATERLOO** | |
|---|---|---|---|
| **Signature:** | _____ | **Signature:** | _____ |
| **Name**: | Matthew Britt_____ | **Name**: | _____ |
| **Title**: | Global GM Smart Cities_____ | **Title**: | _____ |
| **Date**: | 2 August 2022_____ | **Date**: | _____ |

# Exhibit A

# Smart City Strategic Planning Service Scope of Work (SOW)

This SOW defines the proposed work elements between the City of Waterloo and Honeywell to create a four-track Smart City Strategic Plan using the process shown in Figure 1 below. A key component of all four tracks, which will advance largely in parallel, is Honeywell's support in applying for federal grant funding for one transportation infrastructure related project in alignment with the Infrastructure Investment and Jobs Act and other funding sources as applicable.




## Track 1 – Smart City Vision

This track will identify the priorities and desired outcomes as described by a focused set of key stakeholders and will include transportation and resiliency focused goals and objectives such as reducing operational costs, enhancing the citizen experience, strengthening community resiliency, improving public safety, and bridging the social equity gap. Honeywell will engage key city staff and related stakeholders as mutually agreed. The Smart City Vision elements defined in this track will serve as the basis for Key Performance Indicators (KPIs) developed in Track 2 and will guide project identification and final project prioritization in Tracks 3 and 4.

## Track 2 – Strategic Alignment

This track builds on the Smart City Vision elements developed in Track 1 to create a Smart City Operational Framework to serve as a roadmap for managing and supporting any Smart City projects implemented. The Operational Framework will help the city integrate new capabilities into current systems and processes, define associated KPIs, and serve as an essential element for the grant application.

## Track 3 – Project Definition

This track includes the definition of high impact Recommended Smart City Projects and potential business models that can be implemented to achieve the goals and objectives defined in Track 1. Honeywell will map Recommended Smart City Projects to the city's values and stakeholder feedback to ensure alignment. The definition of the top Recommended Smart City Projects will include a problem statement, recommended solution, high level solution requirements and expected benefits.

## Track 4 – Smart City Playbook

This track will identify the critical path items for unlocking the value of the prioritized projects identified in Track 3 and will help guide the city through the implementation process. The Smart City Playbook will define an overall Smart Cities governance structure and identify city department leaders responsible for the success of each implemented project.

As a result of this effort, one smart city project will be finalized and selected for grant writing support as mutually agreed. Elements to include the identification of funding sources (e.g., Infrastructure Bill), technical requirements, cost, and schedule.

Key Deliverables:

- v1.0 of the city's Smart City Strategic Plan presented in pdf formats to city leadership to include the Mayor's Office and City Council.
- Support for writing one (1) Smart City Recommended Project grant application as mutually agreed.
- Status reports provided to the Smart City Project Leader as mutually agreed.

Deliverables for each track are described below.

| Track | Title | Deliverables |
|---|---|---|
| 1 | **Smart City Vision** | Facilitate at least one city stakeholder in-person workshop<br>Definition of Smart City Goals<br>Publish v0.5 of the Smart City Strategic Plan |
| 2 | **Strategic Alignment** | Definition of the Smart City Operational Framework<br>Definition of Smart City KPIs<br>Publish v0.7 of the Smart City Strategic Plan |
| 3 | **Project Definition** | Define Recommended Smart City Projects<br>Publish v0.9 of the Smart City Strategic Plan |
| 4 | **Smart City Playbook** | Definition of Smart City governance structure and project ownership<br>Publish v1.0 of the Smart City Strategic Plan<br>Draft and submit one Smart City Recommended Project grant application |

In order to achieve the desired outcomes for this SOW, the city agrees to provide the following resources and materials in support of the Key Deliverables:

1. A Smart City Project Leader assigned to facilitate all efforts between Honeywell and the city.
2. Answers to questions and documentation as requested in a timely fashion.
3. Physical access to survey facilities and infrastructure as needed.

Honeywell

# Exhibit B

## Typical Smart City Strategic Plan Table of Contents

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# Exhibit C

## General Terms and Conditions

**Municipal Advisor Disclaimer**

HONEYWELL BUILDING SOLUTIONS, A STRATEGIC BUSINESS UNIT OF HONEYWELL INTERNATIONAL INC. ("HONEYWELL"), IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS TO YOU ABSENT YOUR BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. HONEYWELL IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO YOU OR THE PROVISION OF INFORMATION TO YOU. INFORMATION ABOUT MUNICIPAL SECURITIES AND/OR MUNICIPAL FINANCIAL PRODUCTS, IF ANY, IS PROVIDED FOR EDUCATIONAL PURPOSES ABOUT POSSIBLE FINANCING OPTIONS AND IS NOT THE PROVISION OF ADVICE OR A RECOMMENDATION TO PURSUE ANY PARTICULAR FINANCING OPTION. CONSULT WITH YOUR INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR YOUR SITUATION.

To ensure compliance with requirements imposed by the IRS under Circular 230, we inform you that any U.S. federal tax advice contained in this communication (including any attachments), unless otherwise specifically stated, was not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing or recommending to another party any matters addressed herein. The information contained herein is general in nature and based on authorities that are subject to change. Honeywell Building Solutions, a strategic business unit of Honeywell International Inc., recommends that you consult your tax adviser to understand its applicability to specific situations.

**1. Working Hours**

1.1 Unless otherwise expressly stated in this Agreement, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. to 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any such labor or services outside of the hours of 8:00 a.m. to 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to, and paid by Customer.

**2. Taxes**

**2.1** Honeywell's pricing excludes all taxes (including but not limited to, sales, use, excise, value-added, and other similar taxes), tariffs and duties (including amounts imposed upon any products or goods made available under this Agreement or bill of material relating thereto under any law, rule, or regulation (collectively "**Taxes**"). Customer will pay all Taxes resulting from this Agreement or Honeywell's performance under this Agreement, whether imposed, levied, collected, withheld, or assessed now or later. If Honeywell is required to impose, levy, collect, withhold, or assess any Taxes on any transaction under this Agreement, then in addition to the Price, Honeywell will invoice Customer for such Taxes unless at the time of execution of this Agreement, Customer furnishes Honeywell with an exemption certificate or other documentation sufficient to verify exemption from the Taxes to the satisfaction of Honeywell. In no event will Honeywell be liable for Taxes paid or payable by Customer. This clause will survive expiration or any termination of this Agreement.

**2.2 Tax-Related Cooperation.** Customer agrees to execute any documents and to provide additional reasonable cooperation to Honeywell related to Honeywell tax filings under Internal Revenue Code Section 179D. Honeywell will be designated the sole Section 179D beneficiary.

## 3. Proprietary Information

**3.1** All proprietary information (as defined herein) obtained by, or made available to, Customer from Honeywell in connection with this Agreement will remain the property of Honeywell, and Customer will not divulge such information to any third party or use such information for any purpose other than to perform its obligations under this Agreement, without prior written consent of Honeywell. The term "proprietary information" means written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer, which Honeywell deems proprietary or confidential. The Customer shall incur no obligations hereunder with respect to information which: (a) was rightfully in the Customer's possession or was known to the Customer prior to its receipt from Honeywell, in each case without a duty of confidentiality; (b) is independently developed by the Customer without the utilization of information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; or (d) is or becomes rightfully available to the Customer from a source other than Honeywell without a duty of confidentiality.

**3.2** Customer agrees that Honeywell may use nonproprietary information pertaining to this Agreement, and the work performed under this Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released. The rights and obligations in this Article 3 shall survive termination or expiration of this Agreement.

## 4. Insurance Obligations

**4.1** Honeywell shall, at its own expense, always carry and maintain in force from the effective date of this Agreement through final completion of the Work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

(a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD $2,000,000 per occurrence. Such policy will be written on an occurrence form basis.
(b) If automobiles are used in the execution of the Work under this Agreement, Automobile Liability Insurance with a minimum combined single limit of USD $2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
(c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in this Agreement.
(d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD $1,000,000 for bodily injury each accident or disease.

Honeywell will not issue coverage on a per project basis.

**4.2** Prior to the commencement of this Agreement, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: http://honeywell.com/sites/moi/. All insurance required in this Article 4 will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. If a self-insured program is implemented, Honeywell will provide proof of financial responsibility.

## 5. Hazardous Substances, Mold And Unsafe Working Conditions

**5.1** Customer has not observed or received notice from any source (formal or informal) of, nor is it aware of: (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

**5.2** Honeywell is not responsible for determining whether any equipment or the temperature, humidity and ventilation settings used by Customer are appropriate for Customer and the Site.

**5.3** If any such materials, situations, or conditions, whether disclosed or not, are discovered by Honeywell or others and provide an unsafe condition for the performance of the Work, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the Work until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell will provide written notice to the City of Waterloo at the point of contact listed herein upon discovery of any such unsafe conditions. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of notice from Honeywell as required herein.

**5.4** Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, be responsible for, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Work, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

## 6. Indemnity

**6.1** Customer agrees to indemnify, defend and hold harmless Honeywell and its officers, directors, employees, Affiliates (as defined below) and agents (each, an "indemnitee") from and against any and all actions, lawsuits, losses, damages, liabilities, claims, costs and expenses (including, without limitation, reasonable attorneys' fees) caused by, arising out of or relating to Customer's breach or alleged breach of this Agreement or the negligence or willful misconduct (or alleged negligence or willful misconduct) of Customer or any person under Customer's control or for whom Customer is responsible. **WITHOUT LIMITING THE FOREGOING, TO THE FULLEST EXTENT ALLOWED BY LAW, CUSTOMER SHALL INDEMNIFY AND HOLD HONEYWELL AND EACH OTHER INDEMNITEE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES OF CUSTOMER IN ARTICLE 5, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN ARTICLE 5, WHETHER OR NOT CUSTOMER PROVIDES HONEYWELL ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS.** Customer may not enter into any settlement or consent to any judgment without the prior written approval of each indemnitee. This Article 7 shall survive termination or expiration of this Agreement for any reason.

**6.2** To the fullest extent permitted by law, Honeywell agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement (as otherwise provided herein) or breach of contract including failure to pay a sub-contractor, or supplier occurring in the course

of performance of professional services pursuant to this Agreement, and only to the extent caused by Honeywell, its employees, sub-contractors, or others for whom Honeywell may be legally liable.

## 7. Limitation Of Liability

**EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT OR ANY OTHER DOCUMENT OR INSTRUMENT, (I) IN NO EVENT WILL HONEYWELL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, OR INDIRECT DAMAGES, LOSS OF PROFITS, REVENUES, OR USE, OR THE LOSS OR CORRUPTION OF DATA OR UNAUTHORIZED ACCESS TO OR USE OR MISAPPROPRIATION OF DATA BY THIRD PARTIES, EVEN IF INFORMED OF THE POSSIBILITY OF ANY OF THE FOREGOING, AND (II) THE AGGREGATE LIABILITY OF HONEYWELL FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL IN NO CASE EXCEED THE PRICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER LIABILITY IS ALLEGED TO ARISE FROM BREACH OF CONTRACT, INDEMNITY, WARRANTY, TORT, OPERATION OF LAW, OR OTHERWISE.**

## 8. Excusable Delays

Honeywell shall not be liable for damages caused by delay or interruption in the Work due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of any system or equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Customer. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Honeywell shall be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay. Without limiting the foregoing, notwithstanding anything to the contrary, in light of the COVID-19 pandemic, the effects of which cannot be foreseen, the parties agree that Honeywell shall be entitled to an equitable extension of time to deliver or perform its work and appropriate additional compensation to the extent Honeywell's delivery or performance, or the delivery or performance of its suppliers and/or subcontractors, is in any way delayed, hindered or otherwise affected by the COVID-19 pandemic.

## 9. Inventions And Intellectual Property

No right, title or interest in Intellectual Property provided or made available by Honeywell is transferred to Customer under this Agreement, including Intellectual Property existing prior to, or created independently of, the performance of this Agreement. All Intellectual Property and results of Work, including software, models, designs, drawings, documents, inventions, and know-how ("**Inventions**"), conceived, or developed by Honeywell in connection with this Agreement, are the sole property of Honeywell and Customer assigns any rights it may have in such Inventions to Honeywell. Customer has no right or license to Intellectual Property or Inventions provided by Honeywell, except as expressly granted in this Agreement.

Honeywell and its suppliers retain all right, title and interest to all Software, and all modifications and enhancements thereof, and no right, title, or interest in the Software, or any copies thereof, is transferred to Customer. Customer will hold all Software made available by Honeywell in strict confidence and will not disclose Software to others. All Software made available by Honeywell is subject to Honeywell's standard software license or software subscription agreement ("**License**"). If Customer does not agree to such License with Honeywell, Customer does not have a license or other right to use or access the applicable Software.

## 10. Dispute Resolution

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

## 11. Acceptance Of The Agreement

This proposal and the pages attached shall become an agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions of this Agreement, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

## 12. Miscellaneous

**12.1** This Agreement represents the entire agreement between Customer and Honeywell relating to the subject matter hereof and supersedes all prior negotiations, representations or agreements between the parties related to such subject matter.

**12.2** None of the provisions of this Agreement shall be modified, altered, changed, or voided by any subsequent purchase order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both parties.

**12.3** This Agreement is governed by the law of the State where the work is to be performed, without regard to conflicts of law principles.

**12.4** Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**12.5** Customer may not 1assign or transfer its rights or delegate its obligations under this Agreement, in whole or in art, without the prior written consent of Honeywell. Honeywell may assign or transfer this Agreement, in whole or in part, or any of its rights or obligations under this Agreement without consent.

**12.6** Customer retains all rights that Customer already holds in data and other information that Customer or persons acting on Customer's behalf input, upload, transfer, or make accessible in relation to, or which is collected from its devices or equipment by, any services provided by Honeywell or its Affiliates under this Agreement ("**Input Data**"). Honeywell and its Affiliates have the right to retain, transfer, disclose, duplicate, analyze, modify, and otherwise use Input Data to provide, protect, improve, or develop their products or services. Honeywell and its Affiliates may also use Input Data for any other purpose provided it is in an anonymized form that does not identify Customer. Any Customer data contained within Input Data shall only be used or processed in accordance with the data privacy terms of this Agreement (if any) and applicable law. All information, analysis, insights, inventions, and algorithms derived from Input Data by Honeywell and/or its Affiliates (but excluding Input Data itself) and any intellectual property rights related thereto, are owned exclusively and solely by Honeywell and its Affiliates and are their proprietary information. Customer has sole responsibility for obtaining all consents and permissions (including

providing notices to Users (as defined below) (if applicable) or third parties) and satisfying all requirements necessary to permit Honeywell's use of Input Data. Customer will, at its cost and expense, defend, indemnify and hold harmless Honeywell and its Affiliates, sub-contractors and licensors from and against all losses, awards and damages (including, without limitation, attorneys' fees), arising out of claims by third parties related to such indemnitees' possession, processing or use of Input Data in accordance with this Agreement or Customer's or its Users' infringement, misappropriation or violation of Honeywell's or its Affiliates' or a third party's IPR (as defined below) (except if caused by Customer's authorized use of the SaaS (as defined below)) (if applicable)). Honeywell does not archive Input Data for Customer's future use. This Section 14.6 survives termination or expiration of this Agreement.

**12.7 Remote Services** - Customer agrees that Honeywell may provide some or all of the Work remotely using an Internet connection and may install additional software and related communication and/or diagnostic devices on Customer's applicable systems (the "**Systems**") to enable such connection and/or remote Work. Notwithstanding any other provision of the Agreement, such software and devices will remain the property of Honeywell and shall be removed from the Systems and returned to Honeywell promptly at Honeywell's request. Customer agrees to fully cooperate with Honeywell's installation and commissioning of such software and devices on the Systems. To the extent required by Honeywell, Customer will enable and consents to Internet connectivity between its applicable Systems and Honeywell's applicable computer server(s)/system(s) and/or the Honeywell cloud platform(s) throughout the term of the Agreement. Honeywell and its Affiliates may, in any country in which they or their agents or suppliers conduct business, collect, transmit, receive, process, maintain and use for the purpose of providing the Work all data obtained in connection with the Agreement. Customer represents and warrants that Customer is the owner of the premises that are the subject of this Agreement or, if not, that the owner of such premises consents to the foregoing and Section 14.6, to the extent such sent is required.

**12.8** The parties acknowledge that they are independent contractors and no other relationship, including without limitation partnership, joint venture, employment, franchise, master/servant, or principal/agent is intended by this Agreement. Neither party has the right to bind or obligate the other.

**12.9** Customer represents and warrants that any technical data or software provided or made available by Honeywell to Customer under this Agreement will not be delivered, directly or indirectly, to any agency of any government in the performance of a contract, or subcontract, with the respective government without the prior written consent of Honeywell.

**12.10** Honeywell has the right to subcontract its obligations under this Agreement. Use of a subcontractor will not release Honeywell from liability under this Agreement for performance of the subcontracted obligations.

**12.11** Except as expressly provided to the contrary in this Agreement, the provisions of this Agreement are for the benefit of the parties only and not for the benefit of any third party.

**12.12** In this Agreement, (i) words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (ii) the terms "hereof," "herein," and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including all exhibits and other attachments hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph, and exhibit references are to the Articles, Sections, paragraphs, and exhibits to this Agreement unless otherwise specified, (iii) the word "including" and words of similar import when used in this Agreement shall mean "including, without limitation," unless otherwise specified, (iv) the word "or" shall not be exclusive, (v) the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party, and (vi) headings and captions are for convenience of reference only and do not alter the meaning or interpretation of this Agreement.

**12.13** HONEYWELL BUILDING TECHNOLOGIES, A STRATEGIC BUSINESS UNIT OF HONEYWELL INTERNATIONAL INC. ("HONEYWELL"), IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS TO YOU ABSENT YOUR BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. HONEYWELL IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO YOU OR THE PROVISION OF INFORMATION TO YOU. INFORMATION ABOUT MUNICIPAL SECURITIES AND/OR MUNICIPAL FINANCIAL PRODUCTS, IF ANY, IS PROVIDED FOR EDUCATIONAL PURPOSES ABOUT POSSIBLE FINANCING OPTIONS AND IS NOT THE PROVISION OF ADVICE OR A RECOMMENDATION TO PURSUE ANY PARTICULAR FINANCING OPTION. CONSULT WITH YOUR INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR YOUR SITUATION.

**13. Delivery**

Honeywell shall deliver the Smart City Strategic Plan in electronic format via email to recipients designated by the City of Waterloo. The Plan will be provided as both Microsoft Word and PowerPoint files delivered in pdf format.

**14. Damage Or Loss**

Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Customer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Customer agrees promptly to pay or reimburse Honeywell for such loss.

**15. Termination**

**15.1** Either party may terminate this Agreement by giving written notice to the other party upon the occurrence of any of the following events:

(a) the other party materially breaches this Agreement and fails to remedy the breach within sixty (60) calendar days after receipt of written notice that specifies the grounds for the material breach;
(b) the other party fails to make any payment required to be made under this Agreement when due, and fails to remedy the breach within ten (10) business days after receipt of written notice of non-payment: or (c) any insolvency or suspension of the other party's operations or any petition filed or proceeding made by or against the other party under any state, federal or other applicable law relating to bankruptcy, arrangement, reorganization, receivership, or assignment for the benefit of creditors or other similar proceedings.

**15.2** Termination does not affect any debt, claim or cause of action accruing to any party against the other before the termination. The rights of termination provided in this Article 19 are not exclusive of other remedies that either party may be entitled to under this Agreement or in law or equity.

**16. Changes In The Work**

**16.1** A Change Order is a written order signed by Customer and Honeywell authorizing a change in the Work or the schedule or an adjustment in the Price.

**16.2** Customer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Customer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both parties, if Honeywell submits a proposal pursuant to such request but Customer chooses not to proceed, Customer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

**16.3** Honeywell may make a written request to Customer to modify this Agreement based on the receipt of, or the discovery of, information that that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the Work, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or contract price. If Honeywell's request is acceptable to Customer, Customer will issue a Change Order consistent therewith. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the schedule, it shall be determined pursuant to the Dispute Resolution provisions of this Agreement. Any change in the Price or the schedule resulting from such claim shall be authorized by Change Order.

**16.4** Honeywell shall be entitled to equitable compensation and an equitable schedule extension to the extent conditions that were not known to, or reasonably foreseeable by, Honeywell are encountered at the site of, or in connection with, the Work.

## 17. Acceptance Of The Work

Upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Customer will make such final inspection and issue acceptance within ten (10) business days. Acceptance will be in a form provided by Honeywell, stating that to the best of Customer's knowledge, information, and belief, and on the basis of Customer's on- site visits and inspections, the Work has been fully completed in accordance with the terms and conditions of this Agreement. If Customer finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Customer will notify Honeywell in writing within the ten (10) business days setting forth the specific reasons for non-acceptance. Customer agrees that failure to inspect and/or failure to issue proper notice of non-acceptance within ten (10) business days shall constitute final acceptance of the Work under this Agreement. Customer further agrees that partial or beneficial use of the Work by Customer or Owner prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement.

## 18. Certain Definitions

**18.1** "Hazardous Substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

18.2 "Intellectual Property" means all copyrights, trademarks, trade secrets, patents, utility models and other intellectual property rights recognized in any jurisdiction worldwide, including all applications and registrations.

18.3 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.




Thank you for considering our proposal. We look forward to working with you in the future.

# CITY OF WATERLOO

**Council Communication**

Resolution approving the Employee Policies and Procedures Handbook for City Employees and authorizing the Mayor and City Clerk to execute said documents.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/9/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| 🗋 | City of Waterloo's Employee Handbook | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Resolution approving the Employee Policies and Procedures Handbook for City Employees and authorizing the Mayor and City Clerk to execute said documents. |
| Submitted by: | Submitted By: Lance Dunn, Human Resources Director |




# Employee Handbook

**8/9/2022**

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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 70,150 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, 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 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 Human Resources Committee of the City Council will review all vacant positions. Upon approval of the Human Resources 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 Human Resources Committee of the City Council shall review all vacant positions. Vacancies occurring in non-Civil Service positions may be filled by original appointment, promotional appointment, transfer or demotion as established by the Mayor and/or the Human Resources Committee in conjunction with the appointing authority and HR and in accordance with accepted personnel practices. 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 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 vacation/ scheduled leave (police), or personal time 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 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.

## 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**

Ordinance amending the Traffic Code by amending Section 564, Two Hour Parking.

**City Council Meeting**: 8/15/2022
**Prepared**: 7/26/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Ordinance | Backup Material |

| | |
|---|---|
| **SUBJECT:** | Motion to receive, file and consider for the first time an Ordinance amending the Traffic Code by amending Section 564, Two Hour Parking, 8:00 a.m. to 6:00 p.m., by rescinding Subsection (1) Bellaire Road in its entirety, to Section 564, Two Hour Parking, 8:00 a.m. to 6:00 p.m., of the Traffic Code.<br>Motion to suspend the rules.<br>Motion to receive, file, consider and pass for the second and third times and adopt said ordinance. |
| Submitted by: | Submitted By: Sandie Greco, Traffic Operations Director |
| Recommended Action: | Adopt Ordinance |
| Summary Statement: | A request was received from the owner and businesses of Kimball Ridge Shopping Center to allow parking on the east side of Bellaire Road for employees to park as the parking lot in front of Kimball Ridge is needed for customers. At this time a two hour limit between the hours of 8 AM and 6 PM is posted, however vehicles are parked there during the day with no enforcement or complaints. |
| Neighborhood Impact: | Letters have been sent to all residents along Bellaire Road informing them of the pending ordinance change.<br>The "No Parking Anytime" on the west side of Bellaire will remain as posted. |

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE 2020 TRAFFIC CODE BY AMENDING SECTION 564, TWO HOUR PARKING, 8:00 A.M. TO 6:00 P.M., BY RESCINDING SUBSECTION (1) BELLAIRE ROAD IN ITS ENTIRETY, TO SECTION 564, TWO HOUR PARKING, 8:00 A.M. TO 6:00 P.M., OF THE 2020 TRAFFIC CODE, AS FOLLOWS:

BE IT ORDAINED by the City Council of the City of Waterloo, Iowa:

That Section 564, Two Hour Parking 8:00 a.m. to 6:00 p.m. is hereby amended by rescinding Subsection 1, Bellaire Road in its entirety, to Section 564, Two Hour Parking, 8:00 a.m. to 6:00 p.m., of the 2020 Traffic Code.

PASSED AND ADOPTED by the City Council this 15th day of August, 2022, and approved by the Mayor this 15th day of August, 2022.

_____
Quentin Hart, Mayor

ATTEST:

_____
Kelley Felchle, City Clerk

# CITY OF WATERLOO

**Council Communication**

Design Review Board minutes of June 22, 2022.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/2/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| minutes | Backup Material |

**SUBJECT:** Design Review Board minutes of June 22, 2022.

Submitted by: Submitted By:

***MINUTES***
***HIGHWAY 218 DESIGN REVIEW BOARD***
***REGULAR MEETING – 3:00 P.M. June 26, 2022***
**Zoom Meeting – City Hall**

Ottesen called the regular meeting of the Highway 218 Design Review Board to order at 3:00 p.m. for the Zoom Meeting at City Hall.

I. Roll Call

The following members were present: Kuiper, Weber, Rucker, Carty and Ottesen. Others in attendance was Seth Hyberger and Lexi Blank with staff and Stephanie Steies and Chris as the applicants.

II. Approval of the June 22, 2022 agenda.

***It was moved by Carty and seconded by Rucker to approve the agenda. Motion carried unanimously.***

III. Approval of the minutes from their Regular Meeting on May 26, 2022.

***It was moved by Kuiper and seconded by Rucker to approve the minutes from the Regular Meeting on May 26, 2022. Motion carried unanimously.***

IV. Decision Items

1. Steies Holdings LLC – Construction of a New 48' x 48' Pole Building at 2022 Jefferson Street.

Blank gave the staff report noting that staff is recommending denial to build a 2,304 square foot pole building with charcoal grey steel siding, located at 2022 Jefferson Street.

The applicant, Stephanie Steies, explained how landscaping would be difficult to keep alive with most of the site being concrete and it would be difficult to access water to give the plants. The applicant also noted windows are a safety concern with expensive equipment being stored inside the building. It was mentioned by Stephanie Steies, multiple properties around this property have steel siding. Chris, with the applicant, also mentioned trees would die on the site. Kuiper explained they are sensitive to landscaping needs given the surfacing on the lot, but are able to see an aerial of the area to the west of the concrete near the fence line that would be viable for trees. Kuiper also noted 4 conifer trees would be okay instead of 6 conifer trees. The applicant asked what distance they would like between the trees. Kuiper said about 25 feet between trees. Kuiper also noted the plantings could be fall plantings and would need about 5 gallons of water a week.

The applicant asked if there was another option instead of adding windows because of the safety concern. Ottesen mentioned a two tone façade with wainscoting could be an option. Steies added the building will have grey steel siding with a white trim to break up the plain façade. Kuiper added a wainscoting would achieve the look the Design Review Board is going for in the corridor, as they are trying to get away from large plain warehouse buildings. Kuiper asked if they are open to wainscoting the building to add a two tone color scheme to the building and make the façade more attractive from the highway. The applicant indicated they were open to using wainscoting and liked that idea better than adding windows.

***It was moved by Kuiper and seconded by Carty to approve the request by Steies Holdings to build a pole building at 2022 Jefferson Street with the condition that four conifer trees be planted along the southwest fence line along the highway and the façade be composed of 2 colors with 4 foot wainscoting. Motion carried unanimously.***

V. Discussion Items

There were no discussion items.

VI. Adjournment

***With no further business to discuss, it was moved by Kuiper and seconded by Rucker to adjourn the meeting. Motion carried unanimously and the meeting adjourned at 3:25 p.m.***

Respectfully submitted,



Lexi Blank,
Planner I

# CITY OF WATERLOO

**Council Communication**

Airport Board Meeting Minutes of June 22, 2022.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/2/2022

**ATTACHMENTS:**

| | Description | Type |
|---|---|---|
| 🗋 | Airport Board Meeting Minutes of June 22, 2022 | Backup Material |

**SUBJECT:** Airport Board Meeting Minutes of June 22, 2022.

Submitted by: Submitted By:

# MINUTES

## WATERLOO REGIONAL AIRPORT BOARD

**Wednesday, June 22, 2022**

## I. ROLL CALL

Board Chair Arlene Humble called the meeting to order at 12:04 p.m.

Board Members Present: Arlene Humble, Scott Voigt, Todd Holcomb, Gwenne Berry and David Deeds.

Board Members Absent: Cary Darrah and Doug Rathburn.

City Officials Absent: John Chiles and Ray Feuss, Council Liaisons.

Airport Staff Present: Keith Kaspari and Sheila Combs.

Other Attendees: Doug Schindel, AECOM.

## II. AGENDA AS RECEIVED OR AMENDED

Mrs. Berry moved approval of the agenda as received, seconded by Dr. Holcomb. Ayes:4. Motion carried.

## III. PUBLIC COMMENTS

N/A

## IV. REPORTS

A. Airport Director

Mr. Kaspari asked if there were any questions on his written report. Dr. Holcomb asked for clarification on the cost of painting the runway.

Staff replied that the quote of $250,000 was from a painting contractor to provide paint and beads and complete the work.

Instead airport staff purchased paint and beads (at a cost of approximately $22,000) and Airport Ops worked with Public Works employees from the Traffic Division, using their paint machine, to complete the work for the cost of materials only.

B. Legislative Information – Gov. Reynolds signed SF-2370 into law on June 14, 2022, effective July 1, 2022.

C. Misc. Monthly Airport Reports

General discussion by Staff and the Board regarding budget, enplanements, and fares.

## V. BOARD APPROVAL

A. Approval of Minutes of the May 22, 2022 Regular Meeting.

Mrs. Berry moved approval of the minutes of the May 22, 2022 meeting, seconded by Mr. Voigt. Ayes: 4. Motion carried.

B. Motion to Receive and File May 2022 Expenses.

Dr. Holcomb moved that the May 2022 expenses be received and filed, seconded by Mrs. Berry. Ayes: 4. Motion carried.

## VI. OLD BUSINESS

A. Continued Discussion from May Meeting: Airport Department Staffing Levels – Examples of Current & Proposed Job Descriptions: Operations and Airport Administration.

Board reviewed the descriptions and discussed.

Mr. Deeds moved to direct Staff to continue drafting job duties and position of Assistant Director and bring back to August meeting; seconded by Mrs. Berry. Ayes: 4. Motion carried.

B. State of Iowa ARPA Funds – Aviation Infrastructure – CAIF / Summary of Decision on ALO's Approved Project.

Mr. Kaspari stated that the State Aviation Direction advised that ALO's CAIF Grant Application for covered parking and entrance and exit canopies was approved and the grant issued. Council approved the grant at the June 20, 2022 meeting.

Mr. Voigt asked how much of the parking lot will be covered. Mr. Kaspari stated probably only 20 – 30 spaces initially.

Plans are to enlarge the covered area over time.

C. DHS/TSA -- Security Checkpoint CT Scanner Projects.

Mr. Kaspari stated that the new Analogic Computography (CT) Scanner will be installed at the passenger security checkpoint next week.

ALO will be the first airport in Iowa to have this type of Next Generation of security scanner.

A second scanner, a Reduced Size Explosive Detection System (RSEDS) scanner for checked bags is expected to be installed in November.

D. Lease Updates:

1. Federal Aviation Administration – System Support Center – Tech Ops Update.

   Mr. Kaspari stated that we are on the list for a new lease with FAA. Current lease expired on or about two-years ago.

2. General Services Administration – DHS Transportation Security Administration.

   Mr. Kaspari stated the TSA lease expires in October 2023. He would like to get them to move out of their current second floor offices and into a former and currently empty airline office located on the first floor.

E. Iowa DOT Aviation Bureau – F-2022 CSVI Project.

Mr. Kaspari stated that Council approved the scope of work for continued rehab of Hangar 4.

F. General Discussion: Update on FAA Grant No: 48 (CARES Grant).

1. Terminal HVAC Project (Staff's No. 1 Priority)
2. Terminal Video Monitoring and Camera Project
3. ARFF Station Exhaust System for Diesel Engines/ALO's Two Airport Fire Trucks
4. Hangar Nos. 1 & 2 Skylight/Ceiling – Roofing Repairs
5. Hangar No. 3 Ceiling Light Replacement (LEDs)
6. Hangar No. 4 Mold Remediation
7. Hangar No 4, Fire Station, Perimeter Gate No. 3 Paving Project

Mr. Deeds requested a copy of the updated Grant spreadsheet be provided to the Board monthly.

He also asked if it would be possible to carve out an extra $20,000 per year for billboards and other types of marketing from the grants issued with operational costs as an approved use.

## VII. NEW BUSINESS

A. ALO Airport Rental Car Operations – Open Discussion (Terminal Has Three Rental Car Counters).

1. Current Provider: Avis-Budget.
2. Recruit Others, such as Hertz to Return from Post-Bankruptcy Proceeding.
3. EHI – Consisting of Enterprise / National / Alamo.
4. Market Share – Can ALO and/or the Cedar Valley Support Three Branded Car Rental Concessionaires.
5. Discuss the Merit to Collocate all Area Car Rental Operations at ALO.

Board discussed this in-depth; consensus was that they would like to see if Hertz would return to ALO before contacting EHI.

Mr. Deeds stated that Mr. Kaspari needs to be flexible with Hertz, as they may need more space than the current rental car office/counter if they were to move their full operation to ALO, as opposed to splitting it between ALO and their current University Ave location as they did in the past.

B. Taxi & Hotel Shuttle Operators.

Mr. Kaspari stated that taxi operators are either non-responsive or take a very long time to pick up arriving passengers.

## VIII. STAFF AND BOARD MEMBER COMMENT

None.

## IX. ADJOURNMENT

Mr. Voigt moved adjournment of the meeting at 1:20 p.m., seconded by Mrs. Berry. Ayes: 4. Motion carried.

Respectfully submitted,

Arlene Humble

Arlene Humble, Chairperson

# CITY OF WATERLOO

**Council Communication**

Complete Streets minutes of May 31 and June 28, 2022.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| 5/31 minutes | Backup Material |
| 6/28 minutes | Backup Material |

**SUBJECT:** Complete Streets minutes of May 31 and June 28, 2022.

Submitted by: Submitted By:

**Minutes of The**
**City of Waterloo Complete Streets Advisory Committee Meeting**
**May 31, 2022**

The Meeting of the City of Waterloo Complete Streets Advisory Committee was called to order at 1:30 pm May 31, 2022, by Chairperson Cass.

Roll Call: Members present: Felicia Cass, Wayne Castle, David Sturch, Jessica Rucker, John Dornoff, Kyle Durant, and Aric Schroeder.

Members absent were: Anne Marie Kofta, Ray Feuss, Matt Schindel, Sandi Greco, Paul Huting, and Greg Young.

Other people attending: Aldina Dautovic – INRCOG and Oumie Ceesay – Engineering.

***It was moved by Castle, seconded by Durant to approve the minutes of the March 29, 2022 meeting. Motion carried unanimously.***

1. **Orange School Sidewalk Request**

   - A person in the Orange Neighborhood that uses a wheelchair has requested a sidewalk connection along Kimball so she and children can have better access to Orange School.
   - Sidewalk along the west side of Kimball Avenue to be evaluated. There is some sidewalk on the east side of Kimball along the school and the missing areas on the east would be required as part of the housing development around Orange School (Paradise Estates).
   - Due to low traffic there is no concern about side streets at this time.
   - Safe Routes to school were eliminated in 2015 and rolled into the Transportation Alternatives Program (TAP).
   - Kimball Avenue from Litchy to Orange still has ditches, and there are some utilities and other obstacles that will complicate such a sidewalk project.
   - When Paradise Estates develops it will be difficult to have sidewalks along Kimball Avenue right at the intersection with Orange Road due to elevation, utilities, and ditches.
   - Sidewalk on the west side could be broken into two segments. Both segments are to be scored separately and then together. The southern segment will be harder and more costly to build.
   - Subcommittee will meet in July to score them for infill CIP suggestions.
   - It is assumed that the Orange Neighborhood Association will support the sidewalk.

2. **Questions/Comments on MPO Pedestrian Master Plan**

   - Discussion on pedestrian-friendly parking lot designs which are part of the plan such as the Target in Cedar Falls.
   - The point of the documents is to use them as a reference.

3. **Vision Zero: Pedestrian & Bike/Car Crashes in Waterloo Review**

   - Highest crash intersections are on Jefferson at 4th, 5th, and 6th, South, Allen, and 5th.

4. **Policy Discussion: What should be a priority from the Waterloo Master Plan initiatives**

   - Durant is looking for comments from the committee.
   - Discussion on pedestrian through zones.

- Parklets
- Local Option may be taken away by the state
- Look for low hanging fruit.

## 5. Upcoming Planning Commission Agenda Review

- Schroeder went over the PZ agenda
- New apartment development on East 4th are showing sidewalk along the street and a walking path around the complex.

## 6. Other Project Status Updates

- The Fletcher Avenue reconstruction has been pushed back due to rising costs so the sidewalk infill project will also be delayed.

**Adjournment**

***Cass adjourned the meeting at 3:15 p.m.***

Respectfully submitted,



John Dornoff
Planner I

**Minutes of The**
**City of Waterloo Complete Streets Advisory Committee Meeting**
**June 28, 2022**

The Meeting of the City of Waterloo Complete Streets Advisory Committee was called to order at 1:30 pm June 28, 2022, by Chairperson Cass.

Roll Call: Members present: Felicia Cass, Ray Feuss, JB Bloger (proxy for Paul Huting), Wayne Castle, David Sturch, Jessica Rucker, John Dornoff, Kyle Durant, and Aric Schroeder.

Members absent were: Anne Marie Kofta, Ray Feuss, Matt Schindel, Sandi Greco, and Greg Young.

Other attendees: Aldina Dautovic and Nick Fratzke – INRCOG; Michelle Sweeney – AECOM; David Deeds – JSA Development; and Tavis Hall – Experience Waterloo.

***It was moved by Rucker and seconded by Castle to approve the minutes of the May 31, 2022 meeting. Motion carried unanimously.***

1. **Review/Questions/Comments on the Waterloo Pedestrian Master Plan**

   - Durant went over the portion of the Pedestrian Plan that was not gone over last month, starting with the section on Engineering Recommendations.
   - The heat map that Dautovic created showed that most conflicts between pedestrians/bicycles and automobiles were in the downtown area and Church Row.
   - Also need to accommodate pedestrians when a sidewalk is under construction or adjacent building.

2. **Review and Vote on top policy priority**

   - Cass had the members present vote on their top 3 priorities on the Pedestrian Master plan with Schroeder to send out the list to the members not present and ask them to vote within 24 hours.
   - The item with the most votes will have a subcommittee created to work on implementing the policy.

3. **New Bus Routes and Shelter Discussion**

   - Sturch reviewed the new bus routes that move MET transit from a coverage system to a frequency system.
   - MET is also going to be looking at offering free fares. The difficulty is the Paratransit vans that cost $35 to $40 per passenger, but MET can only charge twice what they charge riders on regular routes.
   - Discussion on creating apps for the bus network.
   - MET will work to ensure that google maps are updated with new routes.
   - MET can install bus shelters but does not maintain them.
   - Sturch noted that he would not be present at the July meeting but will be available for the August meeting.

4. **Upcoming Planning Commission Agenda Review**

   - Schroeder went over the PZ agenda

5. **Other Project Status Updates**

- La Porte Road
  - Letting will be between May and July of next year.
  - The first phase will be from the new roundabout to just south of Grimm.
- Bridges
  - Park Avenue Bridge is four months behind, but beams are going in for the new bridge.
  - 11th Street Bridge construction will start in August.
- Ridgeway Avenue
  - The resurfacing of Ridgeway Avenue is supposed to be done before school starts.
- Ansborough Avenue
  - There have been issues getting the new sewer line installed, delaying the reopening of the road south of US Highway 63/Sergeant Road.
- University Avenue
  - Few minor items need to be completed.
- US Highway 63
  - A few punch list items need to be done.
  - Pedestrian beg buttons at Parker are being installed.
- Trails
  - Engineering is inspecting the trails using the same computer program they use for sidewalk inspections.

**Discussion Items**:

No other discussion items.

**Adjournment**

***Cass adjourned the meeting at 3:00 p.m.***

Respectfully submitted,



John Dornoff
Planner I

# CITY OF WATERLOO

**Council Communication**

Waterloo Housing Authority Board minutes of July 18, 2022.

**City Council Meeting**: 8/15/2022
**Prepared**: 7/22/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| WHA Board Minutes 07-18-2022 | Backup Material |

**SUBJECT:** Waterloo Housing Authority Board minutes of July 18, 2022.

Submitted by: Submitted By: Julie Dawson, Director

WATERLOO HOUSING AUTHORITY, Governing Board Meeting Minutes
Monday, July 18, 2022 at 4:45 PM
Harold E. Getty Council Chambers – Waterloo City Hall
Members Present: Boesen, Grieder, Chiles, Wilder, Feuss, Miller

The meeting was called to order at 4:45 p.m.by Chairperson Grieder. Motioned by Jonathan Grieder and seconded by Ray Feuss to approve the agenda and minutes of the May 16, 2022 meeting as proposed.
Ayes: All – Motion Carried

**New Business**

Motioned by Dave Boesen, seconded by Ray Feuss, to award bid to Country Estate Fence of Waterloo in the amount of $18,276.55 to purchase and install fencing at Ridgeway Towers Apartments.
Ayes: All – Motion Carried

Motioned by John Chiles, seconded by Ray Feuss, to approve the travel request for Jennifer McGee, Bookkeeper/Administrative Assistant, to attend online Nan McKay HCV (Housing Choice Voucher) Financial Account and Reporting training October 4-6, 2022 in the amount of $892.50.
Ayes: All – Motion Carried

Motioned by Dave Boesen, seconded by Ray Feuss, to purchase a RICOH IM C4500 copier in the amount of $7,788.00 (less $1,200 cash trade-up rebate) with an accompanying maintenance agreement.
Ayes: All – Motion Carried

Motioned by Ray Feuss, seconded by John Chiles to approve a resolution for the 2022 Section 8 Management Assessment Program (SEMAP).
Ayes: All – Motion Carried

Motioned by Dave Boesen, seconded by John Chiles to approve and place on file the Housing Authority report, including the Leasing, HAP, and Administrative Fee Utilization Report.

Motioned by Jonathan Grieder, seconded by Dave Boesen to adjourn the meeting at 4:48 p.m.
Ayes: All – Motion Carried

JD

# CITY OF WATERLOO

**Council Communication**

Historic Preservation Commission minutes of special meeting on April 21 and the regular meeting on May 17, 2022.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/3/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| 4/21 minutes | Backup Material |
| 5/17 minutes | Backup Material |

**SUBJECT:** Historic Preservation Commission minutes of special meeting on April 21 and the regular meeting on May 17, 2022.

Submitted by: Submitted By:

**WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES**
**SPECIAL MEETING – APRIL 21, 2022– 4:00 P.M.**
**The meeting was held via Zoom**

Ottesen called the special meeting of the City of Waterloo Historic Preservation Commission meeting to order at 4:00 p.m.

Commission Members present electronically were: Ed Ottesen, Terry Stevens, Nick Hedrick, Susan Price, Matthew Gilbert, Hector Salamanca Arroyo, and Ivan Valtchev.

Commission Member(s) absent were: None.

Others present electronically were: John Dornoff – Planning Staff and Sarah Cherveny – Applicant.

***Approval of Agenda***

***Motion made by Price, seconded by Hedrick to approve the agenda of April 21, 2022, regular meeting. Motion carried unanimously.***

***Hearings***

1. **Request by Sarah Cherveny for a Certificate of Appropriateness to allow a new chain link fence at 127 Alta Vista Avenue.**

Dornoff read the staff report.

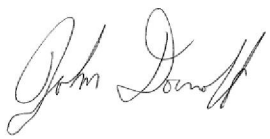
Cherveny went over her request and noted that the cost of a wood fence was $3000 more than the cost of a chain link and with all the other work she is doing including painting the house she is tapped out and a single mother. She also noted that her neighbors have chain link fences. Stevens stated that the commission needs to have a discussion about chain link fences. Ottesen stated that the commission has traditionally looked at them on a case-by-case basis.

***Motion made by Hedrick, seconded by Stevens to Approve the Certificate of Appropriateness for the chain link. Motion carried unanimously.***

**Adjournment**

***Ottesen adjourned the meeting at 4:23 p.m.***

Respectfully submitted,



John Dornoff
Planner II

**WATERLOO HISTORIC PRESERVATION COMMISSION MINUTES**
**REGULAR MEETING – MAY 17, 2022– 4:30 P.M.**
**The meeting was held in the Mollenhoff Conference Room at City Hall**

Ottesen called the regular meeting of the City of Waterloo Historic Preservation Commission meeting to order at 4:30 p.m.

Commission Members present were: Ed Ottesen, Nick Hedrick, Susan Price, Hector Salamanca Arroyo, and Ivan Valtchev.

Commission Member(s) absent were: Terry Stevens and Matthew Gilbert.

Others present were: John Dornoff and Lexi Blank – Planning Staff; Ed Gallagher – Grout Museum Liaison; and David Deeds – Applicant.

***Approval of Agenda***

***Motion made by Valtchev, seconded by Price to approve the agenda of the May 17, 2022, regular meeting. Motion carried unanimously.***

***Approval of Minutes***

***Motion made by Valtchev, seconded by Arroyo to approve the minutes of the April 19, 2022 regular meeting and the April 21, 2022 special meeting. Motion carried unanimously.***

***Oral Presentations***

No Oral Presentations

***Hearings***

1. **Request by JSA Development for a Certificate of Appropriateness for rehabilitation plans for 425 Franklin Street.**

Dornoff went over the report.

Deeds went over the proposed changes to the building. He noted that SHPO will probably want the windows to be in wood frames. They have found 1 original window in the building. Deeds stated that the estimated cost of the rehabilitation is from $750,000 to $1 million.

Valtchev asked questions about specific changes to the building.

Ottesen noted that the proposed rehabilitation got a good response from the Main Street Design Review Board.

There was a lot of excitement for the project.

***Motion made by Valtchev, seconded by Price to recommend approval of the Certificate of Appropriateness. Motion carried unanimously.***

***Building Consultation***

None

***Reports***

**1. Main Street**

Ottesen reported that the Design Review Board approved signage for 621 Sycamore. Projects approved included 800 and 716 Commercial Street along with the changes to the cell phone equipment on the Waterloo Building. Main Street Sweep will be held this weekend and there is a need for volunteers.

**2. Silos and Smokestacks.**

No Report

**3. Grout Museum**

Gallagher stated that he hoped that everyone enjoyed the awards ceremony. Work will be starting soon to move the main entrance upstairs to the doors that face the parking lot although the downstairs entrance will still be available. The Grout is working on creating more long-term displays. The indoor summer camps for kids will be returning this year and preparation continues for the Historic Homes Tour.

**4. Building Update**

Dornoff noted that 1325 West 4th is being purchased by Habitat for Humanity with Deeds commenting that Habitat plans to sell the rehabilitated building on the open market.

**5. Project Update**

Dornoff stated that they have finally heard from the National Park Service and the Civil Rights grant was extended until April 30, 2023. He also noted that the staff has finally heard from the consultants and they are looking to finish the project.

**6. Highland**

No Report

**7. Walnut**

Valtchev noted that the Annual Marigold Plantings occurred the previous weekend. The annual community clean-up is scheduled for June. The neighborhood association is applying for grants for tree plantings.

***Discussion Items/Possible Action Items***

## 1. HPC Awards Banquet 2022 recap

Gallagher reported that it appeared that everyone enjoyed the awards ceremony with the only problem being the sun to which Dornoff responded the sun was one of the reasons why the inner banquet area made better sense for the ceremony.

## 2. School Project

No Report.

## 3. Main Street Waterloo Collaboration

There is lots of opportunities for volunteering.

## 4. Goals and Action Plan

Goals for the ceremony will reset but otherwise, the commission is doing well.

**Discussion Items:**

Discussion on the problem with vinyl windows and siding being proposed in Highland. Deeds noted that it needs to be pointed out that if it wasn't for the historic district it would look like much of the rest of the eastside with lots of demolished homes.

Discussion on the need for a revolving loan fund to help with situations such as the single mother from April who could not afford to have a wood fence facing the street and went with a chain link fence.

Discussion on having a City Council work session to let the council members know that they commission does since there is so many new members.

## Adjournment

***Ottesen adjourned the meeting at 5:33 p.m.***

Respectfully submitted,

John Dornoff
Planner II

# CITY OF WATERLOO

**Council Communication**

Communication from the Street Department on the notice of the conclusion of employment for Russ Kies, Equipment Operator II, effective 7/21/2022 with recommendation of approval of payout of $4,095.30 for unused benefits.

**City Council Meeting**: 8/15/2022
**Prepared**: 8/2/2022

**ATTACHMENTS:**

| Description | Type |
|---|---|
| Kies Payout | Backup Material |

**SUBJECT:** Communication from the Street Department on the notice of the conclusion of employment for Russ Kies, Equipment Operator II, effective 7/21/2022 with recommendation of approval of payout of $4,095.30 for unused benefits.

Submitted by: Submitted By:

# CITY OF WATERLOO, IOWA

CITY HALL · 715 MULBERRY STREET 50703

Today's Date: 7/25/2022
Effective Date: 7/21/2022
Employment Date: 9/3/1997

To: *City Council Members*
Re: *Notice of Severance*

Department STREET
Job Title/Classification EOII

This is to report that the employment of RUSS KIES
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 | 110 | $ 29.86 | | $ 3,284.60 |
| Vacation-Current | 8 | $ 29.86 | | $ 238.88 |
| Usable Sick Leave | 8 | $ 29.86 | (x) 25% | $ 59.72 |
| Frozen Sick Leave | | | (x) 60% | $ - |
| Personal Hours | 13 | $ 29.86 | | $ 388.18 |
| Comp Time Pay | 4.15 | $ 29.86 | | $ 123.92 |
| Unscheduled Leave | | | | $ - |
| Other Pay | | | | $ - |
| | | | Total Payment | $ 4,095.30 |

Comments:

Approved by [signature] Date 7/28/22
Human Resources Nicole Fischele Date 8/1/22

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: 8-15-22 ☐ Accruals ☐ Status ☐ -9

Pay out 8-12-22